



CONDOMINIUM RESALE PURCHASE AND SALES AGREEMENT
Rhode Island Association of REALTORS®



1. SALES AGREEMENT ("Agreement") made between... ("Seller")
whose mailing address is... Zip code...
and... ("Buyer")
whose mailing address is... Zip code...
Seller agrees to SELL and Buyer to BUY, upon the price and terms below, the following property (the "Property"):
Unit No. ... (the "Unit") of Phase ...
Building ... of ... Condominium (the "Condominium"),
together with an undivided percentage interest in the common areas and facilities of the Condominium.
The address of the Condominium is ...
in the City/Town of ..., State of Rhode Island, Zip code...
Assessor's Plat ... Lot ... Block ...
The mailing address of the Condominium is ...
in the City/Town of ..., State of Rhode Island, Zip code...

2. Date of this Agreement: The Date of this Agreement shall be the later of: (a) the date on which Buyer signs this Agreement, or (b) the date on which Seller signs this Agreement.

3. Purchase Price: Buyer agrees to pay Seller a Purchase Price for the Property in the amount of ... Dollars ("Purchase Price") of which
\$... has been paid as a deposit.
\$... Additional deposit to be paid on or before...
\$... Balance due at closing by cash, certified check, wire transfer and/or bank check.
\$... TOTAL PURCHASE PRICE.

4. Closing Date/Place: Closing is to be held on ..., at 10:00 A.M. at the office of the Registry of Deeds or at such other time and place as may be agreed to by Buyer and Seller. Delivery of deed shall occur at the closing. Buyer and Seller authorize the closing agent to release to Broker(s) signed copies of the closing statement(s).

5. Deposits: All deposits shall be held in an escrow account by the Listing Brokerage Firm named in Section 20, unless mutually agreed otherwise in writing by Buyer and Seller, and applied to the Purchase Price, except as otherwise provided.
(a) The release of all deposits shall be upon execution of a written release by Buyer and Seller or as otherwise provided in Commercial Licensing Regulation 11.
(b) In the event of a dispute between Seller and Buyer as to the performance of any provision of this Agreement, the holder of the deposits shall transfer the deposits to the General Treasurer of Rhode Island after 180 days from the date of the original deposit, in accordance with the above regulation.

6. Waiver of Mortgage Contingency: If initialed by Buyer, this Agreement is not contingent upon financing and Section 7 of this Agreement shall not apply. (Initials of Buyer)

7. Mortgage Contingency: This Agreement is subject to Buyer obtaining a commitment letter issued by an institutional mortgage lender or mortgage broker ("Lender") on or before..., ("Mortgage Contingency Date") under the following terms: an amount not to exceed \$... at an initial rate of interest not to exceed ...% per year, for a term of at least ... years, with a maximum of ... points. Buyer authorizes Seller and/or Listing Licensee to contact any such Lender(s) to confirm the status of Buyer's application.
(a) Satisfaction of Contingency: This Contingency is deemed satisfied once Buyer presents a commitment letter to Seller or Listing Licensee in accordance with Section 20. Buyer assumes all obligations in fulfilling any and all conditions of the commitment letter.
(b) Denial of Mortgage: If Buyer applies for a mortgage as described above and receives a written denial for such mortgage, then, upon providing a copy of the denial to Seller or Listing Licensee in accordance with Section 20 on or before the Mortgage Contingency Date or extensions, this Agreement shall be declared null and void and Buyer shall have the right to the Deposits in accordance with Section 5 unless Buyer waives the mortgage contingency in writing.
(c) Extension: If Buyer has received neither a commitment nor a denial for such mortgage on or before the Mortgage Contingency Date, Buyer may request, on or before the Mortgage Contingency Date, and by written notice to Seller or Listing Licensee in accordance with Section 20, to extend the time by which a copy of the written commitment or denial must be provided, or waive the Mortgage Contingency by written notice in accordance with Section 20. In response to Buyer's request, Seller may, on or before the Mortgage Contingency Date, and by written agreement with Buyer, extend the time by which a copy of the written denial must be provided. If Seller does not extend the Mortgage Contingency Date, this Agreement shall be null and void and Buyer shall have the right to the Deposits in accordance with Section 5 unless Buyer waives the Mortgage Contingency in writing.
(d) Buyer's Breach of Contingency: If, on or before the Mortgage Contingency Date, Buyer fails to give a copy of the written denial for such mortgage to Seller or Listing Licensee in accordance with Section 20, or fails to request an extension as stated in

(c) above, the Mortgage Contingency shall be deemed waived. If Buyer fails to purchase Property on Closing Date, Buyer shall be in default of this Agreement; Seller shall have the right to the Deposits and other remedies provided in Section 21. A mortgage is usually contingent on Lender's review of (a) the Condominium master insurance policy and (b) an insurance binder that is necessary to cover any improvements or other fixtures not otherwise covered by the Condominium's insurer; therefore, Buyer is highly advised to seek an insurance quote or binder on or before the Mortgage Contingency Date. Insurance availability and cost may vary based upon factors, including but not limited to, location, age, condition, past history of the property, and the requirements of individual lenders.

8. Personal Property and Fixtures: All fixtures and other improvements owned by Seller and that are permanently attached to the interior of the Unit as of the date Buyer signed this Agreement are included in this sale as part of the Property, including, but not limited to lighting fixtures, and any other items that are built in, including, but not limited to air conditioners, garbage disposals, and dishwashers. Any and all items associated with the use, control, or operation of the fixtures or additional items stated below are also included.

Additional items included in the sale

The following items, including leased or tenant-owned items, are **excluded** from the sale:

9. Title and Deed: (a) Seller shall convey Property by adeed conveying a good, clear, insurable, and marketable title to the Property, free from all encumbrances, except easements and restrictions of record, and governmental regulations, provided they do not affect the marketability of the title and are satisfactory to Buyer, and Buyer's Lender, if any. Seller warrants that Seller has no notice of any outstanding violation order from a governmental entity relating to the Property.

(b) Buyer may conduct a title examination of the Property at Buyer's expense.

(c) If Seller cannot convey marketable title as described above, Buyer may (1) elect to accept such title as Seller can convey, or (2) reject the unmarketable title, by notifying Seller in accordance with Section 20, then this Agreement shall be deemed null and void and Buyer shall have the right to the Deposits in accordance with Section 5.

10. Taxes, Adjustments, Other Assessments: (a) **Taxes:** Real estate taxes and fire district taxes shall be prorated on a calendar year basis, except in those towns in which taxes are prorated on a municipal fiscal year basis, with Seller paying for the period prior to the date of delivery of the deed and Buyer paying the balance of taxes due. All other taxes which are a lien upon the Property shall be paid by Seller at the time of the delivery of the deed.

(b) **Adjustments:** Rents, fuels, water charges, association fees and sewer usage charges shall be apportioned as of the date of the delivery of the deed at the current price as calculated by the Seller's supplier.

(c) **Assessments:** All assessments, including sewer, which are payable over a period of more than one year and constitute a lien on the Property shall be paid as follows: At closing, Seller shall pay installments due during the municipal years prior to the year in which the deed is delivered; the installments due in that year shall be prorated in the same manner as above provided for taxes, and **(Buyer and Seller: initial one)**

_____ the Seller shall pay the balance of the assessment in full **or**

BUYER'S INITIALS _____ SELLER'S INITIALS _____
_____ the Buyer shall pay the balance of the assessment in full or assume the
BUYER'S INITIALS _____ SELLER'S INITIALS _____ balance of the assessment where permitted by law.

(d) **Other:** If applicable, Buyer and Seller agree to pay as follows:

(1) **Working capital deposit** in the amount of: \$..... to be paid
(**Check one**) to _____ Condominium Association _____ Seller _____ Buyer
(**Check one**) by _____ Buyer or _____ Seller

(2) **Outstanding Condominium Assessments** in the amount of: \$..... to be paid to Condominium
Association by: (**Check one**) _____ Buyer or _____ Seller

11. Right of First Refusal: If required, this Agreement is subject to Seller obtaining a release of the Right of First Refusal from the Condominium Association and/or declarant, as applicable.

12. Condominium Documents: Seller shall deliver the following documents to Buyer or Cooperating Licensee in accordance with Section 20:

- (a) A copy of the Condominium Declaration, including all amendments.
- (b) A copy of the Condominium Bylaws, including all amendments.
- (c) A copy of the Rules and Regulations of the Condominium Association, including all amendments.
- (d) An insurance certificate for the Condominium master insurance policy.
- (e) Other

Buyer agrees to acknowledge receipt of the following documents in writing. Buyer shall have ten (10) days from the receipt of the documents to review these documents or refer them to an attorney for review. If within such ten (10) day period Buyer gives Seller written notice that Buyer does not accept the above documents, the agreement shall be null and void, and Buyer shall have the right to the Deposits in accordance with Section 5. If Seller does not receive written notice within such period, these documents shall be deemed accepted by Buyer and this contingency shall be deemed to be waived.

13. Condominium Resale Certificate: Seller shall deliver the Resale Certificate pursuant to R.I.G.L. 34-36.1-4.09 to Buyer or Cooperating Licensee in accordance with Section 20. This Agreement is voidable by Buyer until the Resale Certificate has been provided and for five (5) days thereafter, or until closing, whichever occurs first. The law states that Buyer "is not liable for any unpaid assessment or fee greater than the amount set forth in the certificate prepared by the association."

Buyer shall have five (5) days from the receipt of the documents to review these documents or refer them to an attorney for review. If within such five (5) day period Buyer gives Seller written notice that Buyer does not accept the above documents, the agreement shall be null and void, and Buyer shall have the right to the Deposits in accordance with Section 5. If Seller does not receive written notice within such period, these documents shall be deemed accepted by Buyer and this contingency shall be deemed to be waived.

14. Additional Obligations: (a) **Fire Safety Systems Requirement:** Rhode Island law requires condominium units/complexes to be equipped with a fire safety system. Requirements vary based upon the number and design of the units, and may include, but not be limited to, battery operated or hard wired smoke and carbon monoxide detector systems, local fire alarm systems, or municipally connected fire alarm systems. Seller shall deliver the Property at closing in compliance with all fire safety regulations as determined by the local fire marshal or the authority having jurisdiction. Seller shall provide a certificate or other documentation of compliance as required by state law and Buyer's Lender at closing.

Buyer and Seller are encouraged to contact the State Fire Marshal's Office or the local authority having jurisdiction over Property before signing this Agreement because local interpretations may vary.

(b) **Non-Resident Withholding Requirement:** If Seller is not a resident of the State of Rhode Island or will not be a resident at the time of the closing, Buyer must withhold six (6%) percent of Seller's net proceeds (9% if Seller is a corporation), in accordance with R.I.G.L. § 44-30-71.3, and pay such amount to the Division of Taxation as a non-resident withholding requirement. In order to have such withholding based on gain rather than net proceeds of sale, Seller must submit an election form to the Division of Taxation at least twenty (20) days prior to closing. Seller agrees to pay to Buyer the entire amount of such withholding found to be due at or after the closing. Buyer's responsibility shall survive the transfer of title to the Property and shall be a lien against the Property. Seller and Buyer are advised to consult with the appropriate legal, tax, or financial professionals and/or the Rhode Island Division of Taxation.

(c) **Non-Resident Landlord:** R.I.G.L. § 34-18-22.3 requires a residential landlord who is not a resident of the state of Rhode Island to designate an agent for "service of process" who is a resident of Rhode Island or corporation authorized to do business in Rhode Island. This designation must be filed with the Secretary of State and the clerk of the municipality where the property is located.

15. Possession and Condition of Property: Seller shall deliver to Buyer at closing full occupancy and possession of the Property, in "broom clean" condition, free and clear of personal possessions (except those that are listed in Section 8 as included with the sale), tenants, and occupants except as agreed below. At closing, Seller shall convey the Property in the same condition in which it is on the Date of this Agreement, except for reasonable use and wear and/or any improvements or repairs required by this Agreement. Buyer shall be entitled to a final walkthrough of the Property prior to the delivery of the deed in order to determine whether the condition of the Property complies with the terms of this section.

EXCEPTIONS:

16. Receipt and Acknowledgment of RI Disclosure Forms: Buyer acknowledges that Buyer has received the following forms (unless exempted by law): **(Initial all that apply)**

- Rhode Island Real Estate Sales Disclosure Form prepared by Seller
- Mandatory Real Estate Relationship Disclosure
- Seller's Lead Disclosure **which is incorporated in this Agreement by reference**
- Pamphlet "Protect Your Family from Lead in Your Home" that includes R.I. section "What You Should Know About the RI Lead Law"

17. Waiver of Inspections Contingency: If initialed by Buyer, this Agreement is not contingent upon inspections and Section 18 of this Agreement shall not apply. _____ **(Initials of Buyer)**

18. Inspections Contingency: Notwithstanding anything to the contrary in Section 15 of this Agreement, Buyer may, at Buyer's expense, choose to have any or all of the following inspections conducted as part of this Sales Agreement. Buyer shall have ten (10) days from the date of this Agreement to conduct these inspections ("Inspection Period") or this contingency shall be deemed to be waived. If there is a delay in the receipt of the inspection report due solely to the inability of the inspector to complete the inspection, the Inspection Period shall be extended for a reasonable time, not to exceed seven (7) days. If requested, the inspector shall provide Buyer with an explanation of the delay which shall be made available to Seller.

(1) **Radon Gas:** Radon has been determined to exist in the State of Rhode Island. Testing for the presence of radon in residential real estate prior to purchase is advisable.

(2) **Lead Contamination:** "Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced Intelligence Quotient, behavioral problems, and impaired memory. Lead poisoning also poses a

particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase." R.I.G.L. § 5-20.8-11 gives Buyers the right to conduct a lead inspection.

(3) **Private Well Water:** R.I.G.L. § 5-20.8-12 gives Buyers the right to test the water quality of a private well in accordance with RI Department of Health regulations.

(4) **Cesspool Inspection:** R.I.G.L. § 5-20.8-13 gives Buyers the right to test a cesspool.

INSPECTIONS TO BE CONDUCTED:

	YES	NO		YES	NO		YES	NO
Pest Infestation	_____	_____	Wetlands	_____	_____	Physical/Mechanical	_____	_____
Septic System	_____	_____	Hazardous Substances	_____	_____	Well Water	_____	_____
Cesspool	_____	_____	Radon Gas	_____	_____	Lead	_____	_____
Flood Plain	_____	_____				Contamination	_____	_____
Other.....	_____	_____					_____	_____

NOTICE: to waive lead, cesspool, and/or well water inspections, Buyer must initial below.

Initials of Buyer **Buyer waives Buyer's 10-day right to test/inspect for the presence of lead.**

Initials of Buyer **Buyer waives Buyer's 10-day right to test the water quality of a private well in accordance with RI Department of Health regulations.**

Initials of Buyer **Buyer waives Buyer's 10-day right to inspect a cesspool.**

Additional Provisions:

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If any inspection by a recognized and reputable inspector or inspection company, performed within the Inspection Period, discloses any existing, substantial/materially deficient condition* which has not been disclosed to Buyer prior to the execution of the Agreement, Buyer, upon providing the inspection report verifying said existing, substantial/materially deficient condition*(s) to Seller within seven (7) days after Buyer has obtained a copy of said report (Buyer's receipt of said report shall be governed by Section 20 of this Agreement), may:

(a) Allow Seller the opportunity to cure such deficient condition*(s) by providing a written list of those items Buyer requests Seller to correct, whereupon Seller shall be given seven (7) days after receipt of the report and request to notify, per Section 20, Buyer in writing if Seller agrees, at Seller's own expense, to correct the deficient condition*(s). Buyer and Seller should mutually agree prior to any work being performed what each other's obligations will be subsequent to such performance.

(b) If Seller does not so agree or perform, and Buyer has not waived this contingency in writing, this Agreement shall be null and void and Buyer shall have the right to the Deposits in accordance with Section 5 or;

(c) Terminate this Agreement by notifying Seller in writing within seven (7) days of receipt of the inspection report, whereupon this Agreement shall be null and void and Buyer shall have the right to the Deposits in accordance with Section 5.

(d) Buyer and Seller may agree to prorate the cost of correcting said existing, substantial/materially deficient condition*(s). Said corrections are to be performed by a recognized and reputable contractor to accepted industry standards or as otherwise mutually agreed.

***"Deficient condition"** is defined as a structural, mechanical or other condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property, or that, if not repaired, removed or replaced would significantly shorten or have a significant adverse effect on the expected normal life of the Property. Deficient condition does not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Agreement.

19. Correction of Errors: Buyer and Seller agree to execute and deliver such other documents, instruments, and affidavits as may reasonably be required to complete the transaction including, but not limited to, any affidavits and agreements which may be required by the Lender(s) or the title insurance company.

20. Notices: All notices as required in specific Sections of this Agreement shall be in writing. All notices are to be conveyed by mail, personal delivery, electronic transmission, or fax. Notices shall be effective when postmarked, upon personal delivery, upon electronic transmittal date, or upon fax transmittal date. Notices to Seller, Buyer, Listing Licensee and Cooperating Licensee shall be sent or delivered to the address(es) below.

Seller(s):
 Name(s): _____
 Mailing Address: _____

 Fax: _____
 E-mail: _____

Buyer(s):
 Name(s): _____
 Mailing Address: _____

 Fax: _____
 E-mail: _____

Listing Brokerage Firm:

Name of Licensee: _____

Licensee's RI License #: _____

Status: (check one)

- Designated Seller Representative
- Transaction Facilitator
- Dual Facilitator

Brokerage Firm Name: _____

Mailing Address: _____

Fax: _____

E-mail: _____

Telephone: _____

Cooperating Brokerage Firm:

Name of Licensee: _____

Licensee's RI License #: _____

Status: (check one)

- Designated Buyer Representative
- Transaction Facilitator

Brokerage Firm Name: _____

Mailing Address: _____

Fax: _____

E-mail: _____

Telephone: _____

21. Default: Upon default by Buyer, Seller shall have the right to the Deposits in accordance with Section 5, such right to be without prejudice to the right of Seller to require specific performance and payment of other damages, or to pursue any remedy, legal or equitable, which shall accrue by reason of such default. If Seller defaults in the performance of this Agreement, Buyer shall have the right to the Deposits in accordance with Section 5, and Buyer may pursue any and all remedies available at law or equity, including but not limited to specific performance. All disputes between Buyer and Seller over the disposition of the Deposits shall be governed by Section 5.

22. Assignment: This Agreement may be assigned by either party without written consent of the other, and shall be binding upon the assigns of Buyer and Seller. However, this Agreement may not be assigned without the express written consent of Seller, if it contains a provision for Seller financing.

23. Accurate Disclosure of Selling Price: Buyer and Seller certify that this Agreement and all Addenda accurately reflect the gross sales price as indicated in Section 3 of this Agreement. Buyer and Seller understand and agree that this information shall be disclosed to the Internal Revenue Service as required by law.

24. The following Addendum/Addenda are made a part of this Agreement:

25. Additional Provisions:

26. Preparation of Document Confirmation Clause:

This Agreement was prepared by (check one): Listing Licensee Cooperating Licensee Other (please complete)

Name: _____ Address: _____

27. Construction of Agreement/Calendar Days: If two or more persons are named as Seller or Buyer, their obligations shall be joint and several. All references to periods of time shall be counted in calendar days. **Dates and deadlines are important. Buyer and Seller are advised to act within the time required.**

28. Entire Agreement: Buyer and Seller agree that this Agreement contains the entire agreement between us, subject to no understandings, conditions, or representations other than those expressly stated. Buyer represents that Buyer has not relied on the oral representations of Seller, or Broker(s) or their affiliated licensees as to the character or quality of the Property. This Agreement may not be changed, modified, or amended in whole or in part except in writing, signed by all parties.

**NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS.
IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.**

BUYER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ SELLER _____ DATE _____

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