

# REAL ESTATE PURCHASE AND SALE AGREEMENT (MAINE)

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

## 1. Parties

[NAME OF SELLER(S)] (the "Seller")  
[address of seller(s)]

and:

[NAME OF PURCHASER(S)] (the "Purchaser")  
[address of purchaser(s)]

## 2. Description of Property

Seller agrees to sell and Purchaser agrees to buy, upon the terms and conditions hereinafter set forth, the property (hereinafter referred to as the "Property") located in the municipality of \_\_\_\_\_, County of \_\_\_\_\_, State of Maine, located at \_\_\_\_\_ [insert address] and recorded in said County's Registry of Deeds Book(s) \_\_\_\_\_, Page(s) \_\_\_\_\_, and further described as follows:

[insert full description of property, including legal description]

## 3. Buildings, Structures, Improvements & Fixtures

The sale of the Property shall include any and all buildings, structures and improvements now situate thereon, and all fixtures belonging to Seller and used in conjunction therewith, including (if any) wall-to-wall carpeting, drapery rods, window shades, Venetian blinds, storm windows and doors, window screens, screen doors, shutters, awnings, furnaces, boilers, heaters, heating equipment, air conditioning equipment (if built in), water softeners, automatic garage door openers, plumbing, bathroom fixtures, garbage disposal units, stoves, ranges, oil and/or gas burners and fixtures appurtenant thereto, electrical fixtures, lighting fixtures, fireplaces, hearths and mantels, exterior television antennae, gates, fencing, trees, shrubs, plants, landscaping, and, only if built in, refrigerators, dishwashers, washing machines, dryers and ventilators; but excluding the following: [list].

Seller represents that all mechanical components of fixtures will be operational at the time of Closing, except for the following: [list].

## 4. Personal Property

The following items of personal property are included with the sale at no additional cost, in "as is" condition with no warranties: [list].

## 5. Title and Closing

A deed conveying good and merchantable title, in accordance with the Standards of Title adopted by the Maine Bar Association, shall be delivered to Purchaser, and this transaction shall be closed and Purchaser shall pay the balance due and execute all necessary papers on the \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the "Closing Date"), or before, if agreed in writing by both parties.

If Seller is unable to convey title to the Property in accordance with the provisions of this Section 5, then Seller shall have a reasonable time period, not to exceed thirty (30) days, from the time Seller is notified of the defect, unless otherwise agreed by the parties, to remedy the title, after which time, if such defect is not corrected, Purchaser may, at Purchaser's option, withdraw the Earnest Money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

**6. Title Deed**

The Property shall be conveyed by a good and sufficient \_\_\_\_\_ deed running to the Purchaser, or to such nominee as Purchaser may designate by written notice to Seller at least seven (7) days before the deed is to be delivered as provided herein, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except for:

- (a) the provisions of existing building and zoning laws as the same relate to the Property;

**THIS IS A 14-PAGE DOCUMENT INCLUDING ATTACHMENTS.**