

**AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE**

AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between \_\_\_\_\_ (“Buyer”) and the Town of Raymond, Maine (“Seller”).

WITNESS AS FOLLOWS:

1. **PURCHASE AND SALE.** Seller agrees to sell and Buyer agrees to buy, on the terms and conditions hereinafter set forth, the land and any improvements presently thereon located on \_\_\_\_\_, Raymond, Maine (the “Premises”), as shown on the Official Tax Maps for the Town of Raymond as Map \_\_\_\_\_, Lot \_\_\_\_\_.

2. **PURCHASE PRICE.** Subject to any adjustments and pro-rations hereinafter described, Buyer agrees to pay for the Premises \_\_\_\_\_ dollars (\$ \_\_\_\_\_), this sum is comprised of the following:

(a) The sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) as a deposit (the “Deposit”), the receipt whereof is hereby acknowledged by Seller, which Deposit shall be credited towards the purchase price.

(b) The sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) shall be paid to Seller at the closing by certified funds or bank cashier’s check payable to the Town of Raymond.

3. **TITLE.** Seller makes no representations as to title in the property and shall convey the Premises to Buyer at the closing by statutory short form municipal quitclaim deed.

4. **CLOSING AND FURTHER OBLIGATIONS OF THE PARTIES.** The closing shall take place at Raymond Town Hall on \_\_\_\_\_. Seller further agrees to execute and deliver to Buyer at the closing such other Affidavits and Certificates as may be reasonably necessary for Buyer’s acquisition of the Premises and as are consistent with the statutory short form municipal quitclaim deed.

5. **RISK OF LOSS, DAMAGE AND INSURANCE.** All risk of loss to the Premises before closing shall be borne by Seller.

6. **INSPECTION.** Buyer may arrange with Seller to enter the Premises at a mutually convenient time before the closing in order to inspect the Premises. Seller makes no representations as to condition of the Premises and Buyer takes Premises as is and where is. \_\_\_\_\_

7. **POSSESSION OF THE PREMISES.** In the event that the Premises are vacant and not occupied, the Buyer may take possession of the Premises immediately after closing. In the event that the Premises are occupied, Buyer takes the Premises subject to such occupancy and shall be solely responsible for evicting any and all occupants and removing any and all personalty in conformance with all applicable laws.

8. **DEFAULT AND REMEDIES.** In the event that Seller fails to close hereunder for a

reason other than the default of Buyer, Buyer's remedies shall be limited to return of Buyer's deposit. In the event that Buyer fails to close hereunder for a reason other than the default of Seller, Seller shall have all remedies available at law and equity and shall also keep Buyer's deposit.

9. BROKERAGE. Seller and Buyer represent and warrant to each other that neither party has engaged the services of any real estate broker with respect to this transaction.

10. ADJUSTMENTS, PRO-RATIONS AND CLOSING COSTS.

(a) The recording of the deed of conveyance and the fee associated therewith is the sole responsibility of the Buyer.

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(b) Maine real estate transfer tax as applicable shall be paid by Seller and Buyer in accordance with 36 M.R.S.A. § 4641-A.

11. GENERAL PROVISIONS. This Agreement may be executed in duplicate originals and is to be construed under the laws of Maine. Time is of the essence of this Agreement. This Agreement is binding and inures to the benefit of the parties hereto, their respective heirs, successors and assigns, and may be cancelled, modified, or amended only by a writing executed by the parties hereto or their legal representatives. All notices, demands and other communications hereunder shall be in writing and shall be deemed as duly given on the date of service of served personally or on the date of mailing if mailed. If mailed, all notices are to be sent by first class mail, postage prepaid, certified, return receipt requested, addressed as follows:

TO SELLER:

\_\_\_\_\_  
Treasurer  
Town of Raymond, Town Hall  
401 Webbs Mills Road  
Raymond, ME 04071

TO BUYER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity and enforcement of the remaining provisions hereof. The signatories hereto represent and warrant that they are duly authorized to enter this Agreement on behalf of their respective interests and that their signatures below bind the parties to the terms hereunder.

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IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date above written.

WITNESS:

BUYER:

\_\_\_\_\_

\_\_\_\_\_

WITNESS:

BUYER:

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WITNESS:

SELLER:  
TOWN OF RAYMOND, MAINE

\_\_\_\_\_

By: \_\_\_\_\_  
[Treasurer's Name]  
Treasurer

DRAFT