

REAL ESTATE TRANSACTIONS REQUIRE A CONTRACT, AND A CONTRACT AND A CONTRACT.

The severity of this winter weather may have you day-dreaming or thinking about selling your house for somewhere that is snow-less. Or, perhaps for a long while now, you just wanted to purchase a place where the sun shines, the temperature is consistently warm, and where only palm trees flourish.

Three different and separate contracts are usually necessary when there is a real estate transaction. Two contracts are generally required when you are purchasing the real estate. Any and all contracts, even the pre-printed ones and the professional association forms such as the Greater Boston Real Estate form, may be changed (modified) when all parties to the contract agree.

For the Seller the first contract is usually the **Listing Agreement** with the real estate broker. There are at a minimum two provisions you absolutely want to have modified. First, you may wish to further define / refine the Broker's Duties, and secondly you may wish to shorten the time the Broker is entitled to a commission after his duties expire, which you may change according to what seems fair to you as the Seller.

The second contract that affects both sellers and buyers is the **Offer to Purchase**, otherwise known as the **Contract to Purchase Real Estate (with Contingencies)**. This alleged *Offer* is a full and complete contract which usually sets out all of the material terms of the later-to-be-signed contract and is therefore equally as valid and legally binding on both parties. So if the other party wants to force the issue and make you buy / sell, they have legal legs to stand on. This may be the most important contract of the three depending on whether or not it comes back to bite you and not the other guy. Courts have found the *Offer* to be an enforceable contract.

Finally the **Purchase and Sale Agreement** is not much more than the **Offer to Purchase** with additional terms and details. The final Agreement expands upon the clauses favoring the Buyer and are usually highly detailed, such as mortgage contingency, home inspection, and septic system compliance.

Since it is one of the biggest transactions in your life, you may want to have your attorney review anything in writing which you are required to sign to get the deal done. In other words, contracts are serious and can greatly benefit you, or cause you serious harm. It's worth having another set of trained eyes looking out for your interests.