

OFFER TO PURCHASE REAL ESTATE

TO Owner of Record (Seller and Spouse)

Date: 1/1/22

From the Office of: Gibson Sotheby's International Realty

The property herein referred to is identified as follows: 123 Main Street, Arlington MA, 02474

Special provisions (if any) re fixtures, appliances, etc. All Appliances as per MLS#11111111

hereby offer to buy said property, which has been offered to me by Gibson Sotheby's International Realty and LISTING BROKERAGE

as the Broker(s) under the following terms and conditions:

- 1. I will pay therefore \$ 1,000,000, of which (a) \$ 1,000 is paid herewith as a deposit to bind this Offer (b) \$ 49,000 is to be paid as an additional deposit upon the execution of the Purchase and Sale Agreement provided for below. (c) \$ 95,000 is to be paid at the time of delivery of the Deed in cash, or by certified, cashier's, treasurer's or bank check(s). (d) \$ Total Purchase Price (e) \$ 1,000,000
2. This Offer is good until 12:00 A.M. P.M. on (24hrs) at or before which time a copy hereof shall be signed by you, the Seller and your (husband) (wife), signifying acceptance of this Offer, and returned to me forthwith, otherwise this Offer shall be considered as rejected and the money deposited herewith shall be returned to me forthwith.
3. The parties hereto shall, on or before 5:00 A.M. P.M. on (7-10 days) execute the applicable Standard Form Purchase and Sale Agreement recommended by the Greater Boston Real Estate Board or any form substantially similar thereto, which, when executed, shall be the agreement between the parties hereto.
4. A good and sufficient Deed, conveying a good and clear record and marketable title shall be delivered at 12:00 Noon on (4-6 weeks) at the appropriate Registry of Deeds, unless some other time and place are mutually agreed upon in writing.
5. If I do not fulfill my obligations under this Offer, the above mentioned deposit shall forthwith become your property without recourse to either party. Said deposit shall be held by LISTING BROKERAGE as escrow agent subject to the terms hereof provided however that in the event of any disagreement between the parties, the escrow agent may retain said deposit pending instructions mutually given in writing by the parties. A similar provision shall be included in the Purchase and Sale Agreement with respect to any deposit held under its terms.
6. Time is of the essence hereof.
7. Disclosures: For one to four family residences, the Buyer hereby acknowledges receipt of the Home Inspectors: Facts for Consumers brochure produced by the Office of Consumer Affairs. For residential property constructed prior to 1978, Buyer must also sign Lead Paint "Property Transfer Notification."
8. The initialed riders, if any, attached hereto are incorporated herein by reference. Additional terms and conditions, if any: See attached Addendum

CHECK ONE: [ ] Check, subject to collection [x] Cash

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney. WITNESS MY HAND AND SEAL

Buyer SIGN HERE Buyer SIGN HERE

Address/City/State/Zip Phone Numbers (Work & Home)

Receipt of deposit check for transmittal by: (Agent/Facilitator) Check shall not be deposited unless offer is accepted.

This Offer is hereby accepted upon the foregoing terms and conditions at A.M. P.M. on WITNESS my (our) hand(s) and seal(s)

Seller Seller (or spouse)

RECEIPT FOR DEPOSIT

Date Received from Buyer the sum of \$ as deposit under the terms and conditions of above Offer, to be held by as escrow agent.

Under regulations adopted pursuant to the Massachusetts license law: All offers submitted to brokers or salespeople to purchase real property that they have a right to sell shall be conveyed forthwith to the owner of such real property.

Agent for Seller



**OFFER TO PURCHASE CONTINGENCY ADDENDUM**

The BUYER, if checked, hereby incorporates the following contingencies into this Offer to Purchase Real Estate.

**MORTGAGE CONTINGENCY**

In order to help finance the acquisition of the property, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ ~80% at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before (3-4 wks), then the BUYER shall have the option of revoking this agreement by written notice to the SELLER and/or the Broker representing the SELLER prior to the expiration of such time, whereupon all deposits made by the BUYER shall be forthwith refunded, and this agreement shall become null and void and without further recourse to either party. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before (day after PS).

**INSPECTION CONTINGENCY**

The BUYER may, at the BUYER's own expense and on or before (day before PS date), have the property inspected by a duly-licensed person engaged in the business of conducting home inspections. If it is the opinion of such inspector that the property contains serious structural, mechanical or other defects and if the repair of such defects would cost the BUYER in the aggregate more than \$ 0-10,000, then the BUYER shall have the option of revoking the agreement by written notice to the SELLER and/or Broker representing the SELLER on or before (PS date). Such notice shall be accompanied by a copy of the inspector's opinion and cost estimates.

**RADON CONTINGENCY**

The BUYER may, at the BUYER's own expense and on or before \_\_\_\_\_, have the property inspected for the presence of radon gas. In the event a customary test for the presence of radon gas indicates the presence of radon gas in excess of levels deemed acceptable by the federal Environmental Protection Agency, then the BUYER shall have the option of revoking the agreement by written notice to the SELLER and/or Broker representing the SELLER on or before \_\_\_\_\_. Such notice shall be accompanied by a copy of the test results.

**PEST INSPECTION CONTINGENCY**

The BUYER may, at the BUYER's own expense on or before \_\_\_\_\_, have the property inspected by a person engaged in the business of pest inspection and control. If it is the opinion of such inspector that the property is infested by termites or other wood boring pests, then the BUYER shall have the option of revoking this agreement by written notice to the SELLER and/or the Broker representing the SELLER on or before \_\_\_\_\_. Such notice shall be accompanied by a copy of the inspector's opinion and any related inspection report.

**LEAD PAINT CONTINGENCY ADDENDUM**

The BUYER may, at the BUYER's own expense and within ten (10) days after the acceptance of this agreement, have the property professionally inspected for the presence of paint, plaster or other accessible materials containing dangerous levels of lead (as such terms are defined by applicable Massachusetts laws and regulations). A copy of the inspector's report shall be furnished to the SELLER upon receipt by the BUYER. If it is the opinion of such inspector that any such materials are present on the property, then the BUYER shall have the option of revoking this agreement by written notice to the SELLER and/or the Broker representing the SELLER prior to the expiration of such time.

In the event the BUYER revokes the agreement consistent with the terms of the above selected Contingencies, then any deposits made by the BUYER shall be forthwith refunded, and this agreement shall be null and void and without further recourse to either party.

Initials:

SELLER \_\_\_\_\_ SELLER (or Spouse) \_\_\_\_\_

BUYER  \_\_\_\_\_ BUYER  \_\_\_\_\_

Broker(s) \_\_\_\_\_



PROPERTY TRANSFER NOTIFICATION CERTIFICATION

This form is to be signed by the prospective purchaser before signing a purchase and sale agreement or a memorandum of agreement, or by the lessee-prospective purchaser before signing a lease with an option to purchase for residential property built before 1978, for compliance with federal and Massachusetts lead-based paint disclosure requirements.

Required Federal Lead Warning Statement:

Every purchaser of any interest in residential 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.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
(i) [ ] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
(ii) [x] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(b) Records and reports available to the seller (check (i) or (ii) below):
(i) [ ] Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (circle documents below).
(ii) [x] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's or Lessee Purchaser's Acknowledgment (initial)

- (c) \_\_\_\_\_ Purchaser or lessee purchaser has received copies of all documents circled above.
(d) [INITIAL HERE] Purchaser or lessee purchaser has received no documents.
(e) [INITIAL HERE] Purchaser or lessee purchaser has received the Property Transfer Lead Paint Notification.
(f) [INITIAL HERE] Purchaser or lessee purchaser has (check (i) or (ii) below):
(i) [ ] received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
(ii) [ ] waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (g) LB Agent has informed the seller of the seller's obligations under federal and state law for lead-based paint disclosure and notification, and is aware of his/her responsibility to ensure compliance.
(h) MD Agent has verbally informed purchaser or lessee-purchaser of the possible presence of dangerous levels of lead in paint, plaster, putty or other structural materials and his or her obligation to bring a property into compliance with the Massachusetts Lead Law - either through full deleading or interim control - if it was built before 1978 and a child under six years old resides or will reside in the property.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Signature lines for Seller, Purchaser Buyer 1, Agent Listing Broker, Seller, Purchaser Buyer 2, Agent Max Dublin, each with a date line and a 'SIGN HERE' arrow.

Property Address: 123 Main Street, Arlington MA, 02474

PROPERTY TRANSFER NOTIFICATION CERTIFICATION

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(i) [X] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) [ ] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) [X] Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (circle documents below).

Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance;

(ii) [ ] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's or Lessee Purchaser's Acknowledgment (initial)

(c) [INITIAL HERE] Purchaser or lessee purchaser has received copies of all documents circled above.

(d) [ ] Purchaser or lessee purchaser has received no documents.

(e) [INITIAL HERE] Purchaser or lessee purchaser has received the Property Transfer Lead Paint Notification.

(f) [INITIAL HERE] Purchaser or lessee purchaser has (check (i) or (ii) below):

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The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Signature and date lines for Seller, Purchaser Buyer 1, Agent Listing Broker, Seller, Purchaser Buyer 2, Agent Max Dublin.

Property Address: 123 Main Street, Arlington MA, 02474



**YOUR ACTUAL RATE, PAYMENT AND COSTS COULD BE HIGHER.  
GET AN OFFICIAL LOAN ESTIMATE BEFORE CHOOSING THE LOAN.**

3/26/2021

Sample Buyer:

**Re: Pre-Approval Example:**

Dear Jane Do

We are pleased to inform you that, based on the information you provided and our review of your credit report, you have been **PRE-APPROVED** for a mortgage loan in the amount of **\$800,000**, based on a total purchase price of **\$1,000,000**. **Down Payment \$200,000:**

This **PRE-APPROVAL** is issued subject to but not limited to the following conditions:

- Satisfactory receipt and review of a signed Purchase & Sales Agreement –subject property.
- Satisfactory receipt and review of an acceptable appraisal report for the property.
- Satisfactory and final verification of amount and source of sufficient funds to close.
- Satisfactory and final verification of employment and income information provided.
- Satisfactory final investor approval.
- If you purchase a condominium unit, the satisfactory receipt and review of applicable condominium documents and financial information to meet Fannie Mae guidelines.

In addition, Leader Bank may require you to provide any additional or updated information deemed necessary by us to meet our investors and our lending requirements and state and federal legal requirements. Pre-Approval expires on 7/30/2021.

Thank you for choosing Leader Bank for your mortgage financing. We are committed to bringing our customers to commitment and settlement as quickly as possible. If you have any questions, please do not hesitate to call me at **617-680-3076** or email me at **amonticone@leaderbank.com**.

Sincerely,

*Andrew Monticone*

**Andrew Monticone**

**NMLS MLO: 16851**

**Lender NMLS: 449250**

**Leader Bank, N.A**

Office: 781-474-5085

Cell: 617-680-3076

Efax: 781-465-7948

Email: [amonticone@leaderbank.com](mailto:amonticone@leaderbank.com)

[www.leaderbank.com/agent/amonticone](http://www.leaderbank.com/agent/amonticone)



**MLS # 72869419 -  
Single Family - Detached**

**171 Raymond St  
Cambridge, MA 02140  
Middlesex County**

List Price: **\$1,798,000**  
Sale Price: **\$1,850,000**

Style: **Victorian**  
Color:  
Grade School:  
Middle School:  
High School:  
Handicap Access/Features:

Total Rooms: **8**  
Bedrooms: **4**  
Bathrooms: **2f 0h**  
Master Bath: **Yes**  
Fireplaces: **0**

Directions: **Between Hubbard Avenue and Walden Street**

**Remarks**

**This happy house with a charming front porch and garden has been renovated and reconfigured for modern day use. The 2017 transformation opened the first floor and made the sunlit kitchen the home's center of gravity. A large island, Thermador stainless steel appliances, custom-built cabinetry and an easy flow make this a fabulous space to cook, tackle homework and entertain. The primary bedroom with an en suite bath and abundant closet space, is tucked away from the action to allow a sense of respite. The second floor offers three sizable bedrooms and a stylish full bathroom. Not to be left out, the partially finished lower level serves as a family room and a laundry area. Ample storage in the basement and attic, plus a beautiful, fenced back yard with patio and deck, and one car driveway, add to this home's appeal. Other updates include, central A/C, Sonos sound system, blown-in insulation and more. Convenient to Porter, Harvard & Davis Squares and all that Cambridge has to offer.**

**Property Information**

Approx. Living Area: **1,999 Sq. Ft.** Approx. Acres: **0.07 (3,040 Sq. Ft.)** Garage Spaces: **0**  
 Living Area Includes: **Finished Basement** Heat Zones: **1 Forced Air, Gas** Parking Spaces: **1 Off-Street**  
 Living Area Source: **Measured** Cool Zones: **1 Central Air** Approx. Street Frontage:  
 Living Area Disclosures:  
 Disclosures: **Taxes include the residential exemption**

**Room Levels, Dimensions and Features**

Room	Level	Size	Features
Living Room:	1	12X13	Flooring - Hardwood
Dining Room:	1	10X13	Flooring - Hardwood
Family Room:	B	12X11	Flooring - Wall to Wall Carpet
Kitchen:	1	12X18	Flooring - Hardwood, Countertops - Stone/Granite/Solid, Kitchen Island, Cabinets - Upgraded, Open Floor Plan, Gas Stove
Master Bedroom:	1	10X16	Bathroom - Full, Closet/Cabinets - Custom Built, Flooring - Hardwood
Bedroom 2:	2	12X12	Flooring - Hardwood
Bedroom 3:	2	10X13	Flooring - Hardwood
Bedroom 4:	2	12X10	Flooring - Hardwood
Bath 1:	1	5X11	Bathroom - Full, Bathroom - Tiled With Shower Stall
Bath 2:	2	6X5	Bathroom - Full, Bathroom - Tiled With Tub & Shower
Laundry:	B	-	-

**Features**

Appliances: **Range, Dishwasher, Disposal, Microwave, Refrigerator, Vent Hood**  
 Area Amenities: **Public Transportation, Shopping, Tennis Court, Park, Walk/Jog Trails, Highway Access, Public School, T-Station, University**  
 Basement: **Yes Full, Partially Finished**  
 Beach: **No**  
 Construction: **Frame**  
 Electric: **Circuit Breakers**  
 Exterior: **Clapboard, Shingles**  
 Exterior Features: **Porch, Deck, Fenced Yard, Garden Area**  
 Flooring: **Wood**  
 Foundation Size:  
 Foundation Description: **Fieldstone, Brick**  
 Hot Water: **Natural Gas**  
 Insulation: **Blown In**  
 Lot Description: **Paved Drive**  
 Road Type: **Public**  
 Roof Material: **Asphalt/Fiberglass Shingles**  
 Sewer Utilities: **City/Town Sewer**  
 Water Utilities: **City/Town Water**  
 Waterfront: **No**

**Other Property Info**

Disclosure Declaration: **No**  
 Exclusions:  
 Home Own Assn:  
 Lead Paint: **Unknown**  
 UFFI: Warranty Features:  
 Year Built: **1889** Source: **Public Record**  
 Year Built Description:  
**Approximate**  
 Year Round:  
 Short Sale w/Lndr. App. Req: **No**  
 Lender Owned: **No**

**Tax Information**

Pin #: **M:00202 L:00081**  
 Assessed: **\$1,262,200**  
 Tax: **\$4,981** Tax Year: **2021**  
 Book: **59837** Page: **135**  
 Cert: **000000180603**  
 Zoning Code: **C1**  
 Map: Block: Lot:

**Compensation**

Sub-Agent: **Not Offered** Buyer Agent: **2.5**  
 Facilitator: **1**  
 Compensation Based On: **Net Sale Price**

INITIAL HERE

NAME \_\_\_\_\_ 0123  
ADDRESS \_\_\_\_\_  
CITY, STATE ZIP \_\_\_\_\_ 01-2345/6789

DATE Offer Dep Date

PAY TO THE ORDER OF Listing Brokerage \$ Offer Dep \$\$

Offer Deposit Amount and 00/100 \_\_\_\_\_ DOLLARS

BANK NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE ZIP \_\_\_\_\_

FOR Offer Dep 123 Main Street \_\_\_\_\_

Be sure to cover account numbers  
(with a pen or piece of paper) when sharing image



# Commonwealth of Massachusetts

## BOARD OF REGISTRATION OF REAL ESTATE BROKERS AND SALESPERSONS

[www.mass.gov/dpl/boards/re](http://www.mass.gov/dpl/boards/re)

### MASSACHUSETTS MANDATORY REAL ESTATE LICENSEE-CONSUMER RELATIONSHIP DISCLOSURE **THIS IS NOT A CONTRACT**

This disclosure is provided to you, the consumer, by the real estate licensee listed in this disclosure.

#### THE TIME WHEN THE REAL ESTATE LICENSEE MUST PROVIDE THIS NOTICE TO THE CONSUMER:

All real estate licensees must present this form to you at the first personal meeting with you to discuss a specific property. In the event this relationship changes, an additional disclosure must be provided and completed at that time.

#### CONSUMER INFORMATION AND RESPONSIBILITY:

If you are a buyer or seller, you can engage a real estate licensee to provide advice, assistance and representation to you as your agent. The real estate licensee can represent you as the seller (Seller's Agent) or represent you as the buyer (Buyer's Agent), or can assist you as a Facilitator.

All real estate licensees, regardless of the working relationship with a consumer must, by law, present properties honestly and accurately, and disclose known material defects in the real estate.

The duties of a real estate licensee do not relieve consumers of the responsibility to protect their own interests. If you need advice for legal, tax, insurance, zoning, permitted use, or land survey matters, it is your responsibility to consult a professional in those areas. Real estate licensees do not and cannot perform home, lead paint, or insect inspections, nor do they perform septic system, wetlands or environmental evaluations.

Do not assume that a real estate licensee works solely for you unless you have an agreement for that relationship.

**For more detailed definitions and descriptions about real estate relationships, please see page 2 of this disclosure.**

#### THE SELLER OR BUYER RECEIVING THIS DISCLOSURE IS HEREBY ADVISED THAT THE REAL ESTATE LICENSEE NAMED BELOW IS WORKING AS A:

Check one:  Seller's agent  Buyer's agent  Facilitator

*If seller's or buyer's agent is checked above, the real estate licensee must complete the following section:*

Check one:  Non-Designated Agency

The real estate firm or business listed below and all other affiliated agents are also working as the agent of the  Seller  Buyer

Designated Agency

Only the licensee named herein represents the  Seller  Buyer (designated seller agency or designated buyer agency). In this situation any other agents affiliated with the firm or business listed below do not represent you and may represent another party in your real estate transaction.

By signing below, I, the real estate licensee, acknowledge that this disclosure has been provided to the consumer named herein:

_____ <i>Signature of Real Estate Licensee</i>	Max Dublin	9086369	<input type="checkbox"/> Broker	<input type="checkbox"/> Salesperson	_____
Gibson Sotheby's International Realty	<i>Printed Name of Real Estate Licensee</i>		<i>License #</i>		<i>Todays Date</i>
_____ <i>Name of Real Estate Brokerage Firm</i>	1611				
<b>SIGN HERE</b>	<i>Brokerage Firm Real Estate License #</i>				
_____ <i>Signature of Consumer</i>	Buyer 1	<input checked="" type="checkbox"/> Buyer		<input type="checkbox"/> Seller	_____
<b>SIGN HERE</b>	<i>Printed Name of Consumer</i>		<i>Todays Date</i>		
_____ <i>Signature of Consumer</i>	Buyer 2	<input checked="" type="checkbox"/> Buyer		<input type="checkbox"/> Seller	_____
	<i>Printed Name of Consumer</i>		<i>Todays Date</i>		

Check here if the consumer declines to sign this notice.

Last Revised: January 24, 2017





## TYPES OF AGENCY REPRESENTATION

### SELLER'S AGENT

A seller can engage the services of a real estate licensee to act as the seller's agent in the sale of the seller's property. This means that the real estate agent represents the seller, who is a client. The agent owes the seller client undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put the seller's interests first and attempt to negotiate price and terms acceptable to their seller client. The seller may authorize sub-agents to represent him/her in marketing its property to buyers, however the seller should be aware that wrongful action by the real estate agent or sub-agents may subject the seller to legal liability for those wrongful actions.

### BUYER'S AGENT

A buyer can engage the services of a real estate licensee to act as the buyer's agent in the purchase of a property. This means that the real estate agent represents the buyer, who is a client. The agent owes the buyer client undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put the buyer's interests first and attempt to negotiate price and terms acceptable to their buyer client. The buyer may also authorize sub-agents to represent him/her in purchasing property, however the buyer should be aware that wrongful action by the real estate agent or sub-agents may subject the buyer to legal liability for those wrongful actions.

### (NON-AGENT) FACILITATOR

When a real estate licensee works as a facilitator that licensee assists the seller and/or buyer in reaching an agreement but does not represent either the seller or buyer in the transaction. The facilitator and the broker with whom the facilitator is affiliated, owe the seller and buyer a duty to present all real property honestly and accurately by disclosing known material defects and owe a duty to account for funds. Unless otherwise agreed, the facilitator has no duty to keep information received from a seller or buyer confidential. Should the seller and/or buyer expressly agree, a facilitator relationship can be changed to a seller or buyer client relationship with the written agreement of the person so represented.

### DESIGNATED SELLER'S AND BUYER'S AGENT

A real estate licensee can be designated by another real estate licensee (the appointing or designating agent) to represent a buyer or seller, provided the buyer or seller expressly agrees to such designation. The real estate licensee once so designated is then the agent for that buyer or seller who becomes the agent's client. The designated agent owes the buyer client or seller client, undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put their client's interests first, and attempt to negotiate price and terms acceptable to their client. No other licensees affiliated with the same firm represent the client unless otherwise agreed upon by the client. In situations where the appointing agent designates another agent to represent the seller and an agent to represent the buyer in the same transaction, then the appointing agent becomes a dual agent. Consequently, a dual agent cannot fully satisfy the duties of loyalty, full disclosure, obedience to lawful instructions, which is required of a seller or buyer agent. Only your designated agent represents your interests. Written consent for designated agency must be provided before a potential transaction is identified, but in any event, no later than prior to the execution of a written agreement for purchase or sale of residential property. The consent must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample consent to designated agency is available at the Board's website at [www.mass.gov/dpl/re](http://www.mass.gov/dpl/re).

### DUAL AGENT

A real estate licensee may act as a dual agent representing both the seller and the buyer in a transaction but only with the express and informed written consent of both the seller and the buyer. A dual agent shall be neutral with regard to any conflicting interest of the seller and buyer. Consequently, a dual agent cannot satisfy fully the duties of loyalty, full disclosure, obedience to lawful instructions, which is required of a seller or buyer agent. A dual agent does, however, still owe a duty of confidentiality of material information and accounting for funds. Written consent for dual agency must be provided before a potential transaction is identified, but in any event, no later than prior to the execution of a written agreement for purchase or sale of residential property. The consent must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample consent to dual agency is available at the Board's website at [www.mass.gov/dpl/re](http://www.mass.gov/dpl/re).

Last Revised: January 24, 2017

**G R E A T E R B O S T O N R E A L E S T A T E B O A R D**

**MASSACHUSETTS CONSENT TO DESIGNATED AGENCY**

A designated agent is a real estate licensee who has been appointed by a broker or salesperson to represent a buyer as a "designated buyer's agent" or to represent a seller as a "designated seller's agent." When a buyer or seller consents to designated agency, only that designated agent represents the buyer or seller. Any other agents affiliated with the broker may represent another party to the transaction, and by consenting to designated agency, the buyer or seller permits those agents to represent another party. Individuals who are designated agents owe fiduciary duties to their respective clients.

If you are a **seller** you are advised that:

- a) the designated seller's agent will represent the seller and will owe the seller the duties of loyalty, full disclosure, confidentiality, to account for funds, reasonable care and obedience to lawful instruction;
- b) all other licensees affiliated with the appointing broker will not represent the seller nor will they owe the other duties specified in paragraph (a) to that seller, and may potentially represent the buyer; and
- c) if designated agents affiliated with the same broker represent the seller and buyer in a transaction, the appointing broker shall be a dual agent and neutral as to any conflicting interests of the seller and buyer, but will continue to owe the seller and buyer the duties of confidentiality of material information and to account for funds.

Conversely, if you are a **buyer** you are advised that:

- a) the designated buyer's agent will represent the buyer and will owe the buyer the duties of loyalty, full disclosure, confidentiality, to account for funds, reasonable care and obedience to lawful instruction;
- b) all other licensees affiliated with the appointing broker will not represent the buyer nor will they have the other duties specified in paragraph (a) to that buyer, and potentially may represent the seller; and
- c) if designated agents affiliated with the same broker represent the seller and buyer in a transaction, the appointing broker shall be a dual agent and neutral as to any conflicting interests of the seller and buyer, but will continue to owe the seller and buyer the duties of confidentiality of material information and to account for funds.

**BUYER/SELLER ACKNOWLEDGMENT**

I acknowledge and agree that Max Dublin (insert name of licensee) is authorized to represent me as a designated agent. I hereby consent to designated agency.

**SIGN HERE** Buyer 1  
 Signature of  Buyer  Seller Print Name \_\_\_\_\_ Date \_\_\_\_\_  
 (check one)

**SIGN HERE** Buyer 2  
 Signature of  Buyer  Seller Print Name \_\_\_\_\_ Date \_\_\_\_\_  
 (check one)

**BROKER/SALESPERSON ACKNOWLEDGMENT**

I acknowledge and agree to represent the above named consumer as a designated agent and my signature below signifies that I understand the duties and responsibilities of that relationship, and explained to the consumer that I am their agent, together with any other licensees expressly appointed as their designated agent; and that the appointing broker/salesperson may become a "dual agent;" and that no one else affiliated with my firm represents them.

\_\_\_\_\_  
 Signature of Broker/Salesperson 9086369  
License Number/Type (Broker or Salesperson) \_\_\_\_\_ Date \_\_\_\_\_



G R E A T E R B O S T O N R E A L E S T A T E B O A R D

NOTICE OF DESIGNATED AGENCY

To be given when the clients have previously given their informed consent to Designated Agency

The Broker previously explained the firm's policy regarding designated agency and was granted consent to appoint designated agents to represent the Buyer and the Seller in connection with your real estate transaction.

Broker now gives notice that Designated Agency has occurred and affiliated licensees of the Broker represent both the Buyer and the Seller as designated agents in this transaction.

Property: 123 Main Street, Arlington MA, 02474

Seller:

Designated Seller's Agent: Gibson Sotheby's International Realty Agent
Name License Number

Buyer:

Designated Buyer's Agent: Max Dublin
Name License Number 9086369

This Notice is being given in compliance with the earlier consent to designated agency.

Broker or Authorized representative

Signature Date 1/1/22
Max Dublin Gibson Sotheby's International Realty
Name Firm

ACKNOWLEDGEMENT

[X] Buyer [ ] Seller [check one]

SIGN HERE
Signature

SIGN HERE
Signature

Date

Date







**WIRE POLICY NOTIFICATION FORM**  
Gibson Sotheby's International Realty

This notification is to make clients aware of Gibson Sotheby's policies with respect to funds being wired to Gibson Sotheby's by our clients. This policy is to protect our clients from third-party fraud involving wires. Gibson Sotheby's will never request that any funds be wired to Gibson Sotheby's or to any other company, person or other entity by email, text or any other electronic method of communication. Any request for wired funds will only be by verbal communication from the agent or agent team member directly working with that client and will be followed up by written wiring instructions from that agent for wiring funds only to an account under the name of Betty Gibson Associates, Inc. d/b/a Gibson Sotheby's International Realty or under the name of any other real estate company or law firm that will be holding funds with respect to the particular transaction.

By executing this form, the undersigned hereby state that they acknowledge this policy and assume all risk of initiating wires that do not comply with the terms of this wiring policy as stated herein.

Signed:  \_\_\_\_\_ Date: \_\_\_\_\_  
Printed name of client: Buyer 1

Signed:  \_\_\_\_\_ Date: \_\_\_\_\_  
Printed name of client: Buyer 2