

**MEMORANDUM OF SALE**  
(The "Agreement")

BE IT KNOWN that on this the \_\_\_ day of \_\_\_\_\_ 202\_\_\_, the undersigned (the "Buyer") was the high bidder at an auction conducted by [Municipality] (the "Seller") for the following described property or properties owned by the Seller (each a "Property" and collectively the "Properties"):

Property #	Bid	Brief Description (Street, Tax Map/Lot Number)
	\$	
	\$	
	\$	
	\$	

**Total:** \$

Balance due at closing is the sum of Total Purchase Price plus buyer's premium (10% of purchase price) plus state transfer tax (.75% of purchase price—\$20 min. per property) plus recording fees (usually approximately \$16 per property) minus Amount of Deposit.

**Deposit (Minimum 10% of Total):** \$ \_\_\_\_\_  Cash **OR**  Check (No. \_\_\_\_\_ )

The closing shall occur by mail or at Sager & Smith, PLLC, 5 Courthouse Square, Ossipee, NH 03864 on or before [*approx. 30 days after the auction*]. The Buyer acknowledges that the Seller is conveying the Properties **AS IS, WHERE IS, WITH ALL FAULTS**, with no representations as to the quality of title being conveyed or the quality of the property being purchased. **TIME IS OF THE ESSENCE** as to all deadlines set forth in this Agreement. Each Property is subject to any and all applicable provisions of the local land use regulations that may be in effect as of the date of sale.

Each Property shall be conveyed by a deed with no covenants. The Buyer shall take possession of each Property after the deed is recorded. The Buyer further acknowledges that no representations have been made as to whether the Properties are suitable for building or any other use or purpose for which the Buyer intends for the Properties.

**ADDITIONAL TERMS, CONDITIONS AND DISCLOSURES ARE ON THE BACK SIDE OF THIS PAGE**

Please direct all inquiries regarding this transaction to Karen Rines, real estate paralegal, Sager & Smith, PLLC, Telephone (603) 539-8188; Fax (603) 539-7891; Email: [karen@sagersmith.com](mailto:karen@sagersmith.com).

**Buyer certifies having read this Memorandum of Sale, INCLUDING THE REVERSE SIDE, and agrees to its terms.**

[Municipality]

By: \_\_\_\_\_ / \_\_\_\_\_  
Richard D. Sager, Duly Authorized                      Print Name                      Signature

**Buyer's Bidder #**

## ADDITIONAL TERMS, CONDITIONS AND DISCLOSURES

### Additional terms and conditions of sale

- In the event the Buyer fails to provide the balance due as provided in this Agreement, the Seller, in its sole discretion, may keep the deposit as liquidated damages, or may bring an action for specific performance, in which instance the Seller shall be reimbursed its attorney's fees and costs.
- The Buyer acknowledges that the Buyer is responsible for payment of any and all real estate taxes assessed after the Buyer takes title.
- In the event the Seller records the deed in accordance with the above information provided by the Buyer, and the Buyer later requests a change in the deed, the Buyer shall (in advance) pay the Seller all legal fees and costs associated with preparation and recording of the corrective deed.
- All representations, statements, and agreements heretofore made between the parties hereto are merged with and into this Agreement, which alone fully and completely expresses their respective obligations.
- This Agreement is entered into by each party after opportunity for investigation, with neither party relying on any statements or representations not embodied in this Agreement made by the other or on his/her/its behalf.
- Should any provision of this Agreement or any portion of any provision of this Agreement be held invalid or unenforceable according to law, the remaining portions hereof shall not be affected thereby but shall continue in full force and effect.
- The waiver by any party of any breach of any provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach thereof.

### Disclosures pursuant to RSA 477:4-a through :4-h (generally limited to properties which include a dwelling)

- Radon: Radon, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.
- Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations ([www.des.nh.gov](http://www.des.nh.gov)) to ensure a safe water supply if the subject property is served by a private well.
- Lead: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.
- Subsurface sewage disposal systems: Any person seeking to obtain approval for a subsurface sewage disposal system shall meet the requirements set forth in RSA 485-A:29 and :30.
- No Seller Knowledge or Information: The Seller has no knowledge or information regarding the following:
  - Type, location or malfunctions (if any) of the water supply system
  - Size, location, age or malfunctions (if any) of the sewage disposal system
  - Type and location of insulation
  - Whether methamphetamine production has occurred on the property
  - Whether the property is subject to a public utility tariff pursuant to RSA 374:61
- Condominiums: If the property is a condominium, the buyer has the right to obtain the information in RSA 356-B:58, I from the condominium unit owners' association. Such information shall include a copy of the condominium declaration, by-laws, any formal rules of the association, a statement of the amount of monthly and annual fees, and any special assessments made within the last 3 years.