



OFFER SUBMISSION INSTRUCTIONS

WHEN SUBMITTING AN OFFER, PLEASE INCLUDE THE FOLLOWING:

- Initialed and signed InfoPack documents from MLS or ShowingTime
- Pre-approval Letter
- Earnest deposit check copy, please cross off bank routing & account information on the copy to remain in compliance with WISP protocol

Please send all offers to:

RamsayFretz@LeadingEdgeAgents.com

Please set proper expectations for reply: We will acknowledge receipt of your offer and inform you if any documents need to be modified. All offers will be shared with the seller(s) for review and we will be in touch with a response as soon as possible, but please note that you may not receive an update until the following day. **The Executed offer will not be released until we have offer check in hand and correctly completed Lead Paint Acknowledgement and other info pack documentation.**

Thank you for your interest in this property.

If you wish to speak to me you may call:

Ramsay Fretz at 617-699-4446

PLEASE COMPLETE THE FOLLOWING AND ATTACH WITH OFFER:

Agent Name: _____ | Office: _____

Email: _____ | Mobile: _____

Buyer Name(s): _____

Purchase Price: _____ | Inspection Date: _____

P&S Date: _____ Day of Week: _____

Financing Amount: \$ _____ / _____ % | Financing Date: _____

Loan Officer Name & Phone: _____ Lender: _____

Closing Date: _____ Day of Week: _____

Additional Terms: _____

92 JACQUES STREET SOMERVILLE | 02145

RE/MAX[®]
LEADING EDGE



LIST PRICE \$668,330

Step through the front door of this attached single family home into a large open concept living/dining space with updated kitchen. Abundance of light, hardwood floors and a modern layout make this a rare find. Kitchen boasts dark stained cabinets, granite counters with breakfast bar and stainless steel appliances. First floor also includes family room behind the kitchen and bonus three season room in the rear. Two full baths on main living level. Upstairs has four bedrooms and a full bath. Rounding out the property are three off street parking spaces and a outdoor space for grilling and entertaining. Perfect for both investors and owner occupiers. Live green with solar panels on the roof. Easy access to public transportation, 93, and Assembly Square. Dining and shopping just a short walk away.



RAMSAY FRETZ

AGENT EXPERTISE TEAM

617.699.4446

RamsayFretz@LeadingEdgeAgents.com

AgentExpertise.com

RE/MAX LEADING EDGE

536 MAIN STREET, MELROSE | 781.979.0100

92 JAQUES STREET | SOMERVILLE



Living Room	16x13	1st	HWF
Dining Room	13x13	1st	HWF
Kitchen	13x11	1st	Tile
Family Room	15x14	1st	W/W
Sunroom	15x8	1st	W/W
Master Bedroom	14x11	2nd	HWF
Bedroom	13x10	2nd	HWF
Bedroom	13x11	3rd	W/W
Bedroom	16x8	3rd	W/W
Bathroom	Full	1st	Tile
Bathroom	Full	1st	Tile
Bathroom	Full	2nd	Tile

Style	Attached Single	Color	White	AC	No
Year Built	1900	Siding	Asbestos Vinyl	Heat	Gas Electric*
Rooms	9	Roof	Asphalt	Hot Water	Gas 2013
Bedrooms	4	Foundation	Concrete	Insulation	Unknown
Baths	3 Full	Fireplace	No	Electric	CB
Living Area	1,712 sq./ft.	Porch	Yes Front	Fenced Yard	No
Lot Size	3,237 sq./ft.	Parking	3c Parking*	Sewer/Water	MWRA
Range	Gas	Solar Panels	Yes Leased*	School	Apply
Dishwasher	Yes	Assessed	\$522,900		
Disposal	Yes	Annual Tax	\$5,914.00		
Microwave	Yes	Monthly	\$492.83		
Laundry Connection	LL	Book/Page	65371/598		
		Deed Date	5/15/2015		

Exclusions: See Inclusion/Exclusion Sheet. **Disclosures:** *Leased Solar Panels *Parking Easement *Electric baseboard heat on 3rd floor. Room measurements are estimated and vary between listing info & floor plans. We ask that anyone who wants to make an offer read our letter on offers and home inspections (visit AgentExpertise.com). This home, like all of our properties, is being sold "as is". Buyers need to understand that a home inspection is not done so that buyers can ask sellers to compensate them for the perfect house, but to ensure that buyers know what problems they should expect to address during their ownership; make offers accordingly. We mean it and will negotiate for radon & active termites ONLY. Some lenders & pre-approvals are problematic; please contact us for reliable lenders. When making offers please attach RE/MAX Leading Edge Rider which states that only a mutually agreeable purchase and sale will act as a binding agreement and purchase is not contingent on the sale of any assets.

BUYER'S INITIALS

RE/MAX LEADING EDGE CONSUMER PROTECTION PLAN (LISTING)



Address 92 Jaques Street, Somerville, MA 02145

This contract to purchase is expressly conditioned upon the execution of a mutually acceptable Purchase and Sale Agreement, in form and substance approved by both parties' attorneys, unless waived, which when agreed upon and signed will become the contract between the parties. Until the expiration of this agreement, the parties will each make a good faith effort to achieve a mutually acceptable Purchase and Sale Agreement. Meanwhile, the seller will not accept another offer during the pendency of the Contract to Purchase. It is RE/MAX Leading Edge's policy not to release the executed Contract to Purchase if listing agent is not in possession of good faith deposit, fully executed lead paint disclosure (if built before 1978), fully executed Seller's Description of Property (if provided by listing agent), agency disclosure and satisfactory bank letter or verification of funds, if cash.

This RE/MAX Leading Edge Consumer Protection Plan shall be incorporated into the Purchase and Sale Agreement referred to herein. Time is of the essence.

Initial One:

The following shall be deemed added to the end of the paragraph contained in the Contract to Purchase regarding financing: The buyer acknowledges and agrees that Buyer's obligation to purchase the premises is not, in any way, contingent upon the sale of any of Buyer's assets. In the event that Buyer receives a mortgage commitment conditioned upon the sale of any of Buyer's assets or is denied financing because of Buyer's inability or failure to sell any assets, it is agreed that such conditional commitment or denial of financing, shall not, in any way, be deemed just cause for termination of this Contract and/or any subsequent Purchase and Sale Agreement and shall not entitle Buyer to a return of Buyer's deposit.

OR

This offer is contingent on the sale of Buyer's assets (Real Property or other)

The Buyer is urged to conduct independent investigations through his/her attorney, through town officials, such as tax assessors, zoning and building departments, and the Board of Health or through a home inspector, etc. to verify any such information, including but not limited to the age of the home or its components, square footage and borders of the house lot; square footage of the home, zoning type; condition and age of mechanical and electrical systems, annual taxes, condition of home, idiosyncrasies of the neighborhood abutting the home; past and present structural problems of the home including problems with the roof or basement; the title to the property, etc. Buyer understands that information provided by Broker is based on information supplied by others and Brokers do not have personal knowledge of the matters relayed.

Parties agree to the following:

- The purchase and sale agreement will stipulate how oil will be adjusted by the parties, either by buyer reimbursing seller for remaining oil or seller gifting it to buyer at closing.
- All parties agree to deliver all requested information to lender no later than 10 business days prior to scheduled closing, unless another date will comply with lending and closing attorney policies which will be noted in the Purchase and Sale. (Utilities such as final municipal water, sewer, electrical and gas; rents, security deposit, 6D last month's rent; commission statement etc, if applicable).
- Complete if applicable: the condo or HOA fee is \$_____per month and/or \$_____ per year.
- Complete if applicable: a portion of the Buyer's Agent fee is being paid directly to the Buyer's Agent's Firm by the Buyer in the form of a closing cost credit at closing in the amount of \$_____.
- No claim, counterclaim or cause of action for any loss or damage **resulting from an extension required by Buyer's Lender** pursuant to TRID regulations, shall be initiated or maintained by SELLER against BUYER or by BUYER against SELLER, unless caused by breach of the terms of this RE/MAX Leading Edge Protection Plan.

The firms involved are:

Selling Firm: RE/MAX Leading Edge, 2 Mount Vernon Street, Winchester MA 01890 MA License #9499

Agent Name: Ramsay Fretz Agent Email: ramsayfretz@leadingedgeagents.com

Agent Phone: 7819790100 Agent RE License #: 9516256/S

Buying Firm: _____
Real Estate Firm Address RE License #

Agent Name: _____ Agent Email: _____

Agent Phone: _____ Agent RE License #: _____

(To Be Used When RE/MAX Leading Edge Represents Both Seller and Buyer in the Transaction)

NOTICE OF AGENCY - check one

DESIGNATED AGENCY: Broker previously gave notice of the potential for a designated agency relationship with both Buyer and Seller in connection with your real estate transaction. It was disclosed that a designated agent is a licensee who has been appointed by a Broker or salesman to represent a Buyer or Seller and, with consent of that client, another licensee associated with the same broker is authorized to represent the other party in the same transaction. That disclosure was contained in the Exclusive Listing Agreement (for Seller) or in the Exclusive Buyer Representation Agreement (for Buyer). Broker now gives notice that a designated agency has occurred and that licensees affiliated with Broker represent both Buyer and Seller in connection with the above named property.

DUAL AGENCY: Broker previously gave notice of the potential for a dual agency relationship to occur in connection with your real estate transaction. That disclosure was contained either in the Exclusive Listing Agreement (for Seller) or in the Exclusive Buyer Representation Agreement (for Buyer). You previously gave your consent to that relationship. Broker now gives notice that a dual agency has occurred and that Broker and affiliated licensees represent both Buyer and Seller in connection with the above named property. A dual agent is authorized to assist the Buyer and Seller in a transaction, but shall be neutral with regard to any conflicting interest of the Buyer and Seller. Consequently, a dual agent will not have the ability to satisfy fully the duties of loyalty, full disclosure, reasonable care and obedience to lawful instructions, but shall still owe the duty of confidentiality of material information and the duty to account for funds.

Signature (Seller's Agent)

Ramsay Fretz

Print Name

Date

Signature (Buyer's Agent)

Print Name

Date

BUYER

DATE

BUYER

DATE

SELLER

DATE

SELLER

DATE

RE/MAX
LEADING EDGE

INCLUSION/EXCLUSION SHEET FOR: 92 Jaques Street Somerville

ITEM	INCLUDED	EXCLUDED	N/A
REFRIGERATOR	yes		
RANGE (STOVE)	yes		
MICROWAVE	yes		
DISHWASHER	yes		
COMPACTOR			n/a
A/C (PORTABLE/WNDW)		yes	
WASHER	yes		
DRYER	yes		
DINING RM LIGHT	yes		
OTHER LIGHT FIXTURES	yes		
DRAPES/WNDW TREATMENTS CURTAINS/HARDWARE		yes	
FIREPLACE SCREEN & EQUIPMENT			n/a
SWINGSET			n/a
SHED		yes	n/a
PLAY STRUCTURE			n/a
PLANTS/WINDOW BOXES		yes	
STEREO SPEAKERS			n/a
C/VAC ATTACHMENTS			n/a
POOL EQUIPMENT			n/a
TV & MOUNTS		yes	
OTHER			
OTHER			
OTHER			

SELLER *Lisa Coyne* dotloop verified
01/03/18 5:06PM EST
PP2N-CGUX-8KAQ-9FE9 DATE 01/03/2018

SELLER _____ DATE 01/02/2018

BUYER _____ DATE _____

BUYER _____ DATE _____

Note: Real Estate law stipulates that anything that is attached to the house must remain with the property unless excluded. E.g. Only window treatments that are permanently attached would stay if not excluded. Only the window treatment hardware that is attached would be expected to stay unless otherwise negotiated. Note refrigerators with ice-makers are plumbed into house and will require disconnection to be moved but can be excluded.



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) 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 (check 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) Purchaser or lessee purchaser has received copies of all documents checked above.

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

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

(f) 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) 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) 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 obligations 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.

Arlene Gar
Seller Date

Lisa Coyne
Seller Date

Purchaser Date

Purchaser Date

Ramsay Frette
Agent Date

Agent Date

Address of Property / Unit 92 Jaques Street, Somerville, MA 02145

LETTER TO BUYERS AND SELLERS -

BEST PRACTICE FOR SMOOTH TRANSACTIONS

We ask parties to live by the golden rule when making or receiving an offer.
Treat the other side the way you would want to be treated.

Advice to sellers: if you receive an offer, respond to it in a timely manner. Work with the "bird in the hand." Buyers understandably get upset if they feel their offer is being leveraged for another offer that may or may not materialize. This alienates a potentially good buyer and gets negotiations off to a bad start.

Advice to buyers: make offers in good faith. If you find yourself in a position of multiple offers, or if you feel the only way to put a house under agreement when it is new to the market is to pay top price, then don't try to renegotiate the price after a home inspection. Only offer a price that you feel comfortable with and always assume that the house will need work and budget accordingly. All houses need work. Please be patient after submitting an offer. We often have to wait to get in touch with the seller who may need to talk to an attorney, spouse, partner or extended family. Expect a long delay if the owner is an estate or bank. We will do our best to explain the circumstances and respond to you as soon as we can. There are many reasons a response may not be immediately available - please try to understand. We know waiting can be anguishing.

The Purpose of a Home Inspection: Rules of the Road for Buyers and Sellers

Everyone needs to keep in mind that most of the housing stock we have here in Greater Boston and surrounding communities is USED. The purpose of a home inspection is to inform a buyer about what he or she is buying, not to renegotiate the sale price of a property. When potential Buyers are MAKING AN OFFER THEY SHOULD BUDGET TO SPEND THEIR OWN FUNDS TOWARD THE REPAIRS SUGGESTED BY THE HOME INSPECTOR. It would not be unusual for that sum to add up to many thousands of dollars. We ask all buyers to take this into consideration when they make their offer so that they don't feel they overpaid if they discover things that need to be fixed in the house. No house is perfect no matter how well maintained. We as REALTORS have priced a property taking into consideration its location, size, configuration, number of rooms, bedrooms and bathrooms, lot size and general condition. Buyers are always taken by surprise by the costs of maintenance and repairs to a house and want to renegotiate the price after home inspection. We ask that you don't shop in a price range that stretches your household budget so much you cannot assume the maintenance of a house. Do you have access to thousands and thousands of dollars over the next 5-10 years to take care of the items your home inspector will inevitably find? If not, you may not be a good match for a used house. So, except for some very expensive item that needs immediate repair that you could never have known about without an inspection, we expect the buyer to assume the house and its issues at closing. That is normal. We keep hearing from buyers, "I knew I'd have to do some work, but I just can't afford to go forward without a price adjustment." So we ask you to take this very real issue into consideration now, before you make an offer on a house you can't afford.

BUYER'S INITIALS

It is the job of all home inspectors to highlight maintenance issues, look for pests and insects, point out needed repairs, assess structural condition and scrutinize major systems like plumbing, electric, heat and roof. Every home inspection, even in the best maintained home, turns up multiple issues. Commonly we find that a chimney or wall needs re-pointing, that fireplaces aren't lined, (new building codes require linings - however old fireplaces are often triple bricked which may in fact be a better, but more expensive way to build a chimney than today's current code requires). It is not uncommon for some electrical wire to be loose or not properly boxed or for homes to have knob and tube wiring. **Expect to have to upgrade electrical service;** today's buyers have needs for computers and equipment that many of our sellers never faced. We see that ropes in windows are broken, that older kitchens and baths do not have GFI outlets and that lots of physical things that currently exist do not meet updated building codes. Our older housing stock has older waste pipes, water services, heating systems, roofs, exterior shingles and gutters, fascia boards and plumbing. It is typical for roofs to be installed without vents, and insulation not to be in keeping with your home inspector's recommendations. Powder Post Beetles and termites have left their damage scars in virtually all basements in older homes. When a basement is finished, a home inspector will tell you that he can't determine what is going on in the sills and joists behind the covered walls, so take that into consideration now when you make your offer. We don't want you backing out of the deal later because you don't know what is covered up in the finished basement.

Another very common issue in our 19th c. homes is settling and sloping. Some home inspectors will sound the alarm of structural problems when floors tip. If you see tree trunk columns in the basement, know that a home inspector will suggest you put in steel columns in concrete footings (at about \$1500 apiece - the seller has lived without steel columns - so this is a buyer's expense - budget accordingly.) In the homes we own, we think of the slanting floors as part of the charm. If you don't want that charm, don't make an offer on a home with floors that aren't level. Buyers should not expect sellers to upgrade a house for them. Every buyer should expect most, if not all, of these things in our beautiful older housing stock.

We ask everyone to further understand that every home inspector has his own opinion as to the proper maintenance of a home. Please remember that the issues that are brought up by the home inspector have probably not been a concern to the current homeowner. (The house is functioning fine from their perspective and they may like their old fuses... and the corrosion on the pipe feeding the laundry has never leaked... they are used to the windows that won't stay up...they've been having fires in their fireplaces for years, ...etc.)

Please do not expect a seller to negotiate on something visible to the eye: tree roots uprooting sidewalks, tree limbs or trees too close to the house, cracked tile in the bathroom or cracked windows, rotting bulkhead doors, gutters that are broken or disconnected, etc. We expect that you have carefully seen the property and that problems that are in plain view have been taken into consideration when you make an offer. Also, expect a home inspector to recommend maintenance items like servicing the heating system or cleaning the gutters. The purpose of the home inspection is not to compensate a buyer for the perfect house, but to make them aware of the items they will need to address when they buy the home. Again, these are buyer's expenses and should be anticipated.

Just because a home inspector recommends a lightning rod, updated electrical system, vinyl siding, new storms and screens, GFI outlets or lining the chimney, does not mean that the seller should be responsible for these or any other improvements for the new buyer. (We have witnessed home inspectors recommending things that we feel would hurt the value of a property!)

BUYER'S INITIALS

A significant sea change has occurred in the way pest control companies look at homes for pest problems, most notably termites. Until recently pest companies only recommended treatment if there were signs of active termites in the house. Today, many pest companies, concerned about liability, are recommending treatments for every home they come out to review. Rotting wood near the ground, termite activity in landscape timbers and under rocks near the foundation and termite damage in porches and sills are common, and most companies are recommending treatment even if the damage is a century old. It is also the policy of many chemical companies not to distinguish between old and active termite damage. It is the policy of many companies to always recommend treatment if there is any evidence of damage, past or present. Because it is evident that some termite or wood boring insect damage is present in almost every property that we list we would like to set a standard for negotiations. We believe it is a seller's responsibility to treat for termite damage if, *and only if*, termite mud tubes are found to be present in the structure of the main house or an attached garage or if there is evidence of "swarming". This is the industry standard for active termites. We also believe that all buyers who elect to have a pest inspection should be prepared to follow up on the recommended treatment of the pest control company after they purchase their house if mud tubes or swarming are not present. Sheds and detached garages are not considered the main house and are very attractive to pests. Buyers should be prepared to treat those structures when they purchase a home as normal home maintenance and not expect the seller to compensate them for such.

On occasion there are major issues which cannot be known to the buyer, or perhaps even the seller, without the more in-depth investigation usually done by a home inspector or specialist, (e.g. extensive termite damage). There is a possibility that such an issue might require negotiating and/or repair. A cash settlement may be warranted so that work can be done to the satisfaction of the new owner.

ADVICE FOR BUYERS

If you want to make the terms of your offer more favorable to a seller you should agree to do your home inspection within three days of an accepted offer and sign a purchase and sale as soon thereafter as possible. Sellers cannot accept other offers while you have it under agreement, and they lose valuable marketing time not knowing whether or not their deal is solid. A deal is solid when there is a fully executed Purchase and Sale and if the bank has issued a commitment letter. Also, please disclose to seller in writing if you will be using a government loan (FHA or VA) when you make your offer. Under no circumstance will the seller consider an offer contingent on the closing of the buyer's property. Every transaction has inherent risk for both parties. A buyer who attempts to eliminate all risk on their end creates high risk for the seller which is simply unacceptable. A buyer cannot expect the seller to assume all the risk. Consult a real estate attorney.

WARNING - It is our experience that many banks/mortgage companies are very eager for your loan and will promise you the moon but are having difficulty delivering on their promises. (Read: the loan you get at closing isn't the one you thought you were getting.) In addition to causing delay with some financing, there are a lot of bank/mortgage operations that are using attorneys, appraisers, surveyors and title examiners who do not complete their work in time to meet the financing deadline. Unfortunately, many buyers who are purchasing homes we have listed have experienced carelessness, oversights and ineptness with the bank they have chosen and are unable to close on time. New TRID regulations are challenging. The buyer's deposit (five percent of a sale price) is at risk if they are unable to perform or close on the date required by their contract. It is not unreasonable for the seller to want a large sum of money to agree to extend the closing in order to bridge their next purchase or to compensate them for not closing on time. We are happy to provide a long list of reliable lenders, but if a buyer chooses to work with someone else and the closing is delayed, we will consider the buyer forewarned, and will be less likely to be sympathetic when trouble arises from a bank that is not on our list of reliable lenders. Buyers can also request that a local attorney be used to do the conveyancing which tends to streamline the process. Buyers may, of course, use the bank of their choosing but it is our goal for every transaction to go smoothly. We have learned that the people we rely upon will do a good job for their clients, the buyer (s). This warning is simply to prevent any misery in the buyer's life. We would be glad to furnish names of people who wish they had taken this advice.

BUYER'S INITIALS