



EXCLUSIVE RIGHT TO MARKET AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING

Owner: Town of Hinesburg Owner: _____

Owner: _____ Owner: _____

Property Address: 10298 VT Route 116 Hinesburg VT 05461 Price \$125,000.00
Street City State/Zip

1. **Type of Property.** Residential Land Only Multi-Family (duplex, triplex, etc.) Commercial Condominium/Townhouse
 Time Share/Fractional Homestead Non-Homestead Other (describe) _____

2. **Property Description.**
A. Owner's deed is recorded in Volume _____ at Page _____ of the _____ Land Records;
B. Parcel ID # _____;
C. SPAN# _____;
D. Approximate lot size: Footprint only _____ Acres, or _____ Square Feet
Source: Survey Owner's Deed Tax Bill Lister's Card Other Source _____;
E. Other Description: Known as the past Hinesburg Police Station - a cape style farmhouse also known as the Lyman Homestead.

3. **Grant of Exclusive Right to Market to Listing Agency.** Owner hereby agrees that Greentree Real Estate, as Listing Agency, is hereby given for the period set forth herein, the sole and exclusive right, power and authority to act as Owner's real estate agent for the listing, marketing, sale or exchange of the Property described in this Agreement (the "Property"). This Agreement prohibits the listing and marketing of the Property with any other broker or salesperson or the offering of the Property for sale at auction during the period set forth herein. Owner agrees to direct all inquiries concerning this Property from whatever source to Listing Agency during the period of this Agreement which shall include inquiries from the general public and all other real estate agents. Any failure to do so shall constitute a substantial breach of this Agreement. Owner agrees to fully cooperate with Listing Agency in the marketing of the Property.

4. **Compensation to Listing Agency.** Owner acknowledges that the compensation to be paid under this Agreement is solely and entirely a matter of negotiation between Owner and Listing Agency and is not in any way controlled, fixed or pre-established. Owner agrees to pay Listing Agency a commission for its services in the following manner:

- A. SIX % of the amount of the sale price;
- B. A fee determined as follows: _____
- C. Compensation Addendum Attached: Yes No

5. **Additional Provisions regarding Compensation.** Owner agrees to pay Listing Agency the above commission if, during the term of this Agreement, the Property is sold or exchanged or Owner enters into an agreement for the sale or exchange of the Property and all closing contingencies under such agreement or any amendment or modification thereof are satisfied. The commission shall also be due whether the closing of such agreement or any amendment or modification thereof occurs during the term of this Agreement or thereafter. Owner also agrees to pay Listing Agency the commission set forth in this Agreement if the Property is subject to a right of first refusal or option to purchase, and is sold to the holder of the right of first refusal or option to purchase as a result of Listing Agency presenting Owner with an offer to purchase the Property or as a result of any other marketing efforts by Listing Agency. In addition, if, prior to the Expiration Date of this Agreement, Listing Agency presents an offer at or above the price stated herein or at any other price established during the term of this Agreement (or any extension thereof), with no closing contingencies that provides for a closing within a reasonable period of time from the date of the offer, Owner will pay the commission set forth herein whether or not Owner accepts that offer.

If this Agreement expires prior to the closing of any agreement for the sale or exchange of the Property entered into by Owner during the term of this Agreement, Listing Agency shall be entitled to the commission set forth above whether or not this Agreement is renewed or extended beyond the Expiration Date. In addition, Owner authorizes Listing Agency to provide brokerage services with respect to any agreement for sale or exchange of the Property entered into during the term of this Agreement up to the closing of such agreement, whether or not this Agreement is renewed or extended beyond the Expiration Date. This authorization extends only to activities of Listing Agency concerning a sale or exchange agreement for the Property made during the term of this Agreement and does not authorize or obligate Listing Agency to provide brokerage services concerning any other offer or agreement concerning the Property after the Expiration Date. If an Agreement for the sale or exchange of the Property has been entered into, but has not yet closed prior to the Expiration Date, Listing Agency recommends that this Agreement be renewed or extended at least through the closing date of such agreement.

Owner also agrees to pay the full commission due under this Agreement if, within 12 month(s) after the Expiration Date or earlier termination of this Agreement, Owner directly or indirectly enters into a purchase and sale contract, sells, exchanges or closes on the sale or exchange of

Seller's Initials

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the Property and Listing Agency is the procuring cause thereof. For purposes of this Agreement, Listing Agency will be regarded as the procuring cause of any such agreement, sale, exchange or closing if its efforts are the foundation upon which the negotiations are begun that result in a purchase and sale contract, sale, exchange or closing. If Owner sells, exchanges, closes upon or agrees to sell the Property, directly or indirectly, to anyone who has made an oral or written offer to purchase the Property through Listing Agency, procuring cause will be deemed established. Listing Agency shall provide Owner with written notice of all persons on account of whom it may be entitled to a commission under this paragraph within ten (10) calendar days after the Expiration Date or earlier termination of this Agreement. Owner will not be obligated to pay Listing Agency the commission if, at the time of such sale, exchange, agreement to sell, exchange or closing, Owner has entered into a valid, bona fide Exclusive Marketing Agreement relating to the Property with any other licensed broker, salesperson or brokerage firm and such agreement contains terms and conditions, including duration and compensation, similar to those set forth in this Agreement.

6. Listing Agency's Authority. Owner authorizes Listing Agency to list the Property for sale or exchange, to advertise, show and market the Property as Listing Agency deems appropriate, to negotiate for offers on the Property and to present all offers, whether oral or written, to Owner up to and including the Expiration Date of this Agreement. Owner understands that, during the term of this Agreement, Listing Agency will be marketing other properties that may be of the same general nature as Owner's Property. Owner consents to Listing Agency representing other owners and marketing other properties during the term of this Agreement. Neither the Listed Price nor anything else in this Agreement constitutes a legally binding offer by Owner to any purchaser to sell the Property at that price or at any other price or terms. The decision to accept any purchaser's offer that may be presented is Owner's exclusive decision. Listing Agency has no authority to accept or agree to any offers on Owner's behalf.

Owner authorizes Listing Agency, a Broker's Agent or a Vermont attorney engaged by Owner for any sale of the Property to send or receive, on Owner's behalf, all notices required under any purchase and sale contract entered into between Owner and a purchaser. Any notice required to be in writing under any purchase and sale contract must be signed by Owner or Owner's attorney by actual or electronic signature that complies with Vermont and Federal electronic signature laws.

7. Assistance of Other Brokers/Submittal of Listing to MLS. Owner authorizes Listing Agency to enter into agreements to engage the services of other licensed brokers or salespersons as part of Listing Agency's marketing efforts. In addition, if Listing Agency is authorized by a Multiple Listing Service (MLS) of a Board of REALTORS® to submit listings to it, in the event Owner has authorized Listing Agency to do so in this Agreement, Listing Agency shall submit this listing to the MLS to offer broker agency, cooperation with buyer brokers, or both, to other MLS participants as part of Listing Agency's marketing efforts. In such case, Listing Agency shall market the Property in accordance with the procedures, rules and regulations of the MLS. Additionally, Listing Agency is authorized to provide sales information, upon closing, including the selling price of the Property and any concessions set forth in the Purchase and Sale Contract or any addenda thereto, to the MLS which is, in turn, authorized to circulate and disseminate such information.

8. Authorization for Broker's Agents Cooperation Agreements. Listing Agency is authorized to engage the services of licensed brokers, salespersons or brokerage firms through agency cooperation agreements ("Broker's Agents"). These Broker's Agents may assist in marketing the property as agents of the Listing Agency. They are not agents of Owner. Listing Agency is authorized to permit such Broker's Agents to show, market, and negotiate for offers to purchase or exchange the property, but neither Listing Agency nor any Broker's Agent is authorized to accept or agree to any offers on Owner's behalf. In authorizing the use by Listing Agency of Broker's Agents, Owner shall have no responsibility for the actions or inactions of such Broker's Agents and shall have no responsibility to any Broker's Agents for the payment of any commission or fee. Listing Agency's policy is to compensate Broker's Agents a commission equal to 3 % of the contract price.

9. Authorization for Buyer's Agents Cooperation Agreements. Owner authorizes Listing Agency to offer, accept and enter into cooperation agreements for the allocation of the commissions or fees paid to Listing Agency under this agreement with licensed brokers, salespersons or brokerage firms who represent purchasers of the property ("Buyer's Agents"). In authorizing Listing Agency to enter into cooperation agreements with Buyer's Agents, Owner shall have no responsibility to any Buyer's Agent for the payment of any commission or fees. Owner understands that such Buyer's Agents do not act as Owner's agents or as agents of Listing Agency. Owner shall have no responsibility for the actions or inactions of such Buyer's Agents. Listing Agency's policy is to compensate Buyer's Agents a commission equal to 3 % of the contract price.

10. Prohibition of Dual Agency/Limited Agency Agreement. Listing Agency shall not act as the real estate agent for both the Owner and the purchaser of the Property whereby, in the same transaction, a purchaser represented by Listing Agency agrees to purchase Owner's Property. However, Owner acknowledges that Listing Agency may be representing prospective purchasers of property as a Buyer Broker. Owner consents to such representation. In the event a prospective purchaser whom Listing Agency represents as a Buyer Broker develops an active, substantial interest in the Property which is the subject of this Agreement, the differing interests of the Owner and the prospective purchaser concerning the same property may create a conflict of interest. In the event such a conflict of interest develops, a limited agency agreement can be entered into, provided all parties agree and consent in writing. A limited agency agreement, if entered into, will replace this Agreement as well as any buyer broker agreement that Listing Agency may have with a prospective purchaser. A limited agency agreement can only be entered into if a conflict of interest arises and thereafter all parties agree in writing to a limited agency relationship. A limited agency relationship is not intended to be the agency relationship of first choice if a conflict develops. In the event all parties cannot agree to a limited agency relationship in writing, this Agreement shall remain in full force and effect unless Listing Agency elects to terminate this Agreement by written notice to Owner. In the event an agent in Listing Agency develops an active, substantial interest in purchasing the Property, Listing Agency is obligated to terminate this Agreement prior to any negotiations between Owner and agent to purchase the Property. A limited agency agreement cannot be entered into under these circumstances.

11. Interest On Purchaser's Contract Deposit/Forfeit of Purchaser's Contract Deposit. Owner acknowledges that if interest on any purchase and sale contract deposit is reasonably expected to earn less than One Hundred Dollars (\$100.00), the contract deposit will be placed in a pooled interest bearing trust account and the interest on the contract deposit will be remitted to the Vermont Housing Finance Agency (VHFA) to be used for the benefit of affordable housing programs in Vermont pursuant to Vermont's interest on real estate trust accounts law. However, even if the interest on any contract deposit is reasonably expected to accrue more than One Hundred Dollars (\$100.00), Owner and any contract purchaser may agree, in the purchase and sale contract,

Seller's Initials

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that the contract deposit may nonetheless be placed in a pooled interest bearing trust account and the interest remitted to VHFA for the benefit of affordable housing programs in Vermont. In the event any contract deposit or portion thereof is paid to **Owner** as a result of a breach or claimed breach of a Purchase and Sales Contract by a contract Purchaser, **Listing Agency** shall be entitled to receive, as a liquidated and agreed upon sum, one-half of the deposit, together with one-half of any interest accrued thereon to which **Owner** is entitled, provided the total amount paid to **Listing Agency** shall not exceed the full commission which would otherwise be due under this Agreement. It is agreed that this allocation of any contract purchaser's forfeit of a deposit is a liquidated damage provision which is solely intended to compensate **Listing Agency** for reasonably estimated losses, costs and expenses and is neither a penalty for a purchaser's breach nor an incentive to **Owner** or purchaser to perform any purchase agreement.

12. Accuracy of Information Concerning the Property. **Owner** has furnished **Listing Agency** with all of the information about the Property contained in this Agreement or in any attachment or addendum hereto, including, if applicable, the Disclosure of Information and Acknowledgment of Lead-Based Paint and/or Lead-Based Paint Hazards. **Owner** represents to **Listing Agency** that, to the best of **Owner's** knowledge, such information is complete, correct, accurate, not misleading and does not leave out any material information about the Property. **Owner** agrees to indemnify and hold **Listing Agency**, any Broker's Agent and any MLS to which a listing of the Property is submitted harmless from any and all loss, damage, claim or liability, including attorney's fees, arising out of any inaccurate, misleading or undisclosed information or facts about the Property whether made by **Owner** in this Agreement or made by **Owner** during the course of **Listing Agency's** marketing efforts. The provisions of this section shall apply to and include information in any Seller's Property Information Report. **Owner** further warrants and represents that this Agreement contains the signatures of all **Owners** of the Property or their legally authorized agents and that the person(s) signing this Agreement as **Owner** constitute all of the persons required to enter into a Purchase and Sale Contract for the Property and to convey all interests in the Property to a purchaser.

13. Limitation of Liability. In recognition of the relative risks, rewards and benefits of this Agreement to **Owner** and **Listing Agency**, **Owner** agrees that **Listing Agency**, its agents, associates or affiliates together with any other brokers, salespersons or brokerage firms acting as Broker's Agents pursuant to this Agreement in no event shall be liable to **Owner** either jointly, severally or individually in an aggregate amount exceeding one-half of the compensation to be paid pursuant to this Agreement or Five Thousand Dollars (\$5,000), whichever is greater, by reason of any act or omission, including breach of this Agreement, negligence, misrepresentation or any other cause of action or legal theory unless such breach, negligence or misrepresentation amounts to willful or intentional misconduct.

14. Non-Discrimination in Marketing. **Owner** authorizes and instructs **Listing Agency** to market the Property without respect to any person's race, sex, sexual orientation, gender identity, age, marital status, religious creed, color, national origin or handicap of a person, or because a person intends to occupy the Property with one or more minor children, or because a person is a recipient of public assistance. **Owner** further authorizes and directs **Listing Agency** to market the Property in compliance with all laws and regulations relating to non-discrimination in the sale of real estate.

15. Tax and Land Use Permits. **Owner** is advised by **Listing Agency** to seek competent legal, accounting or other professional assistance to determine the tax and other legal obligations imposed by any sale of the Property including, but not limited to, federal and state income tax (including capital gains tax), Foreign Investment in Real Property Tax Act (FIRPTA), Vermont Land Gains Tax, Vermont Non-Resident Income Tax Withholding and all land use permits and disclosures including those required by Act 250. **If Owner is a non-resident of Vermont or a foreign citizen, the provisions of the Vermont Non-Resident Income Tax Withholding and/or FIRPTA may require withholding of portions of Closing proceeds and payment of taxes to federal and Vermont taxing authorities. Owner is advised to seek legal or accounting advice concerning the impact of these laws prior to entering into any agreement for the sale of the Property.**

16. Owner's Disclosure Responsibilities Concerning Lead-Based Paint. **Owner** acknowledges that if the Property includes a residential dwelling built before 1978, **Owner** must disclose to the purchaser **Owner's** actual knowledge of lead-based paint or lead-based paint hazards and must provide purchaser with any records, test results or other information in **Owner's** possession related to lead-based paint. **Owner** agrees to complete appropriate portions of the Disclosure of Information and Acknowledgement form concerning lead-based paint.

17. Term of Agreement/Binding Effect/Severability. This Agreement shall not be for a period in excess of twelve (12) months and, except as provided in Section 10, cannot be cancelled or terminated prior to the Expiration Date unless **Owner** and **Listing Agency** mutually agree to such cancellation or termination in writing. However, if **Owner** directs or insists that **Listing Agency** market the Property in a manner that would, in the judgment of **Listing Agency**, violate applicable law or subject **Listing Agency** to civil or regulatory liability, **Listing Agency** shall have the right to terminate this Agreement by written notice to **Owner** whereupon all obligations of **Listing Agency** under this Agreement shall terminate and **Listing Agency** shall have no further responsibility in any manner whatsoever to **Owner**. This Agreement is binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, personal representatives and assigns. If any provision of this Agreement shall be determined by a court to be invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

18. Dispute Resolution System/Fees and Costs to Prevailing Party. **Listing Agency** recommends the use of a dispute resolution system that utilizes mediation as an alternative to litigation in the event of any dispute or claim arising out of or relating to this Agreement. In the event of any litigation or lawsuit between **Owner** and **Listing Agency** arising out of or relating to this Agreement, or to the services provided to **Owner** by **Listing Agency**, the substantially prevailing party shall be entitled to the costs and expenses thereof, including reasonable attorney's fees.

19. Execution of Agreement/Amendments. This Agreement and all modifications, amendments or changes thereto, including any changes in the listed price, shall be in writing signed by **Owner** and authorized agent of **Listing Agency**. This Agreement may be entered into, and all modifications or changes to it, may be made by facsimile transmission (fax) of a signed document or by a scanned, signed document sent by electronic means. **Other means of electronic transmission, including e-mails without scanned, signed documents are not adequate to enter into this Agreement or to modify, amend or change this Agreement.**

Seller's Initials

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20. **State and Local Permits.** Owner acknowledges and understands that certain State and Local permits may govern the use of the Property. If such permits are required for the use of the Property or the Property is not in compliance with such permits, a purchaser may be unwilling or unable to close on any Purchase and Sale Contract that may be entered into for the Property. To the best of Seller's knowledge, the Property is in compliance with any existing permits. Further, Seller has not received notice of violation(s) of any State or Local permit that has not been cured or resolved.

21. **Marketing Options**

- A. Owner does does not grant Listing Agency permission to place and maintain a "For Sale" sign upon the Property (if allowed under State or municipal law or condominium or common interest ownership association rule).
- B. Owner does does not grant Listing Agency authority to permit cooperating agents to show the Property without Listing Agency being present.
- C. Owner does does not grant Listing Agency permission to place and maintain a lockbox on the Property.
- D. Owner does does not grant Listing Agency permission to submit this listing to a Multiple Listing Service (MLS). If this listing is submitted to an MLS, one image of the Property is required.
- E. Owner does does not authorize submission of Owner's name into the Multiple Listing Service.
- F. Owner does does not grant Listing Agency permission to take interior photographs, digital images or provide virtual tours of the interior of the Property to be used for marketing.
- G. Owner does does not grant Listing Agency authority to disclose to cooperating Brokers or prospective purchasers the existence (but not the terms or amounts) of other offers to purchase the Property.
- H. Seller's Property Information Report will will not be provided to Listing Agency by Owner.
- I. The Property does does not include a residential dwelling built before 1978 and, therefore, is is not subject to Federal Lead-Based Paint Regulations. If "Yes" Lead Based Paint Disclosure will be provided to Listing Agency by Owner.
- J. Owner acknowledges receipt of a Consumer Information Disclosure from Listing Agency prior to entering into this Agreement. Yes No.
- K. Owner's property description addendum prepared by Owner is is not provided to Listing Agency as part of this Agreement.
- L. Additional Terms and Conditions concerning Agreement or Marketing Options:

Please note "Addendum to Sales Agreement - Lyman Homestead" that will accompany this listing contract.

22. **Calendar Days/Counterparts.** Whenever this Agreement or an addendum or amendment thereto refers to a day or days, it shall be deemed to be calendar days. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

23. **Term of Agreement.** Commencement Date: 05/01/2015 Expiration Date: 04/30/2016 (at midnight EST/EDT)

OWNER ACKNOWLEDGES HAVING READ ALL PROVISIONS OF THIS AGREEMENT PRIOR TO SIGNING THIS AGREEMENT.

UNDERSTOOD AND AGREED:

Greentree Real Estate

Katrina Roberts

Katrina E Roberts

dotloop verified
04/26/15 8:06PM EDT
6802-4JWZ-AECC-F95L

Listing Agency

Listing Agent

(signature)

Date

1317 Davis Road

Monkton

VT

05469

Street Address/P.O. Box

City/Town

State

Zip

8024535232

8029892833

katrina@vermontgreentree.com

Phone

Cell

Fax No./Email

Owner:

[Signature Box]

(signature)

Phone

Fax No./Email

Date

Owner Contact Information to which all notices to Owner under this Agreement shall be sent:

Street Address/P.O. Box

City/Town

State

Zip

Res. Telephone

Business Telephone/Cell Phone No.

Fax No./Email



VERMONT REQUIRED CONSUMER INFORMATION DISCLOSURE (This is Not a Contract)



The Consumer's Choices in Buying and Selling Real Estate in the State of Vermont

Vermont law allows for different types of brokerage services to be provided to Buyers and Sellers by REALTORS®. You have the right to decide whether you want to be represented in a real estate transaction as a Client of a Realtor® or an unrepresented Customer.

**You May
Become A
Client**

If you want a REALTOR® to represent you, you will need to enter into a written Listing Agreement as a Seller or a written Buyer Representation Agreement. Once you sign an agreement, you become a Client. As a Client, the Real Estate Firm will provide you with the following services in addition to the basic obligations previously listed:

- ▶ To perform the terms of a written listing agreement or buyer representation agreement with reasonable skill and care;
- ▶ To promote your best interests:
 - For Seller Clients this means the Real Estate Firm will put the Seller's interests first and negotiate for the best price and terms for the Seller.
 - For Buyer Clients this means the Real Estate Firm will put the Buyer's interests first and negotiate for the best price and terms for the Buyer.
- ▶ To maintain the confidentiality of client information, including bargaining information.

There is no requirement that you must be represented by a Realtor® in the sale or purchase of property.

This is Not a Contract.

This Consumer Disclosure must be signed prior to the REALTOR® showing a property or listing a property.

I/We confirm receipt of a copy of this disclosure as required by the Vermont Real Estate Commission and understand the options available to me/us as a Consumer:

Signature _____ Date _____
Print Name: _____

Signature _____ Date _____
Print Name: _____

Address _____

Provided By: *Katrina E Roberts* dotloop verified
04/26/15 7:56PM EDT
SHZG-TNGM-LMYM-LSBW
REALTOR® _____ Date _____

Greentree Real Estate
Name of Real Estate Brokerage Firm _____

1317 Davis Road, PO Box 49
Address _____

Monkton, VT 05469 453-5232
City State Zip Phone

**Right Now
You Are A
Customer**

Vermont law requires all Real Estate Brokerage Firms and their agents meet certain basic standards when dealing with a Buyer or Seller. All REALTORS® you deal with must observe the following practices whether you are a Client or a Customer of the REALTOR®:

- ▶ To disclose all material facts pertaining to the property that are known by the REALTOR®;
- ▶ To treat both the Buyer and Seller fairly and not knowingly distribute inaccurate information about the property;
- ▶ To account for all money and property received from or on behalf of the Buyer or Seller; and
- ▶ To comply with state and federal laws related to Real Estate Brokerage activity.

A Real Estate Firm may not act as an agent for both a Seller Client and Buyer Client in the same transaction, except as a limited agent with the informed, written consent of all parties. An unrepresented Buyer may, however, deal with the Real Estate Firm representing the Seller as a Customer or obtain his/her own representation.

If the Real Estate Firm is representing the Seller, a Buyer Customer should not offer to disclose information that he/she would not want conveyed to the Seller. If the Real Estate Firm is representing the Buyer, the Seller Customer should not offer or disclose information that he/she would not want conveyed to the Buyer.

**Remember –
Unless you enter into a written agreement
for agency representation, you are a
CUSTOMER – not a CLIENT.**



**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS**
Required Federal Lead Warning Statement

Every purchaser of any interest in residential real 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
(initial applicable sections)

1. Presence of lead-based paint and/or lead-based paint hazards:

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

a. Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

b. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

2. Records and reports available to the Seller:

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

a. 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 (list documents below):

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

b. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment
(initial applicable sections)

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

3. Purchaser has received copies of all information listed above.

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

4. Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

Seller's Initials

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Purchaser's Initials

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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5. Purchaser has:

a. 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

b. 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)***



Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

Seller:
(Signature) Date

Purchaser:
(Signature) Date

ADDENDUM TO SALES AGREEMENT - LYMAN HOMESTEAD

This addendum applies to an agreement between the Town of Hinesburg and the buyer named in the sales agreement for the purchase of property located on the west side of Route 116 in Hinesburg, hereafter referred to as "the property". This sale is for the building only and the land underlying the building (a "footprint lot"). The buyer shall have the right to parking as hereafter set forth, and reasonable pedestrian access to the building, plus the right to go upon the land of the Town to maintain, repair, improve, modify, and restore the building.

1. The property being sold shall be subject to the following protective covenants, which shall be included in the deed:

A. The building shall be maintained in good condition at all times.

B. The exterior of the building shall not be changed without the prior written permission of the Hinesburg Selectboard, or its successor entity, or its designee.

C. The Town and the owner of the property shall cooperate with each other so that reasonable pedestrian access is available for the building and so that at least four parking spaces within reasonable proximity to the building are available for the building, when needed (the Town may or may not designate specific spaces as available exclusively for the building). The Town and the Owner of the property shall also cooperate in designating a space for trash removal, and shall cooperate as may otherwise be reasonably necessary for the use of the building as an office, home, or other use.

2. This agreement is contingent upon the Town of Hinesburg obtaining subdivision approval for the sale of this property from the Hinesburg Development Review Board, and obtaining any other necessary permits. The Town shall use its best efforts to obtain any necessary permits. This agreement is contingent upon the Town and the buyer agreeing to a date by which these permits must be obtained, or else this contract will terminate.

3. This agreement is also contingent upon the Town of Hinesburg obtaining a water allocation allowing connection of the property to the municipal water system, no later than _____ [date to be filled in based upon agreement when contract is signed]. The Town shall use its best efforts to obtain this water allocation.

4. The Town will assure that at least four parking spaces in reasonable proximity to the property are available for use of the property when needed, whether in the area between the new police station and the fire station, or on Route 116, or in some other location. The Town may or may not designate specific spaces as available exclusively for the building.

5. The property is being sold "**AS IS**". The buyer understands that the

property does not have a functioning heating system and has various other defects.

6. This agreement is contingent upon the buyer obtaining, at the buyer's sole expense, an inspection of the property, which inspection is satisfactory to the buyer, said inspection to be completed within two weeks of the date of this agreement.

7. The property will be subject to a right of first refusal to the Town of Hinesburg, providing that if the property is ever sold the buyer shall give the Town the right to purchase the property for the same price offered by any other party. The terms of this right of first refusal shall be reasonable terms, as agreed to by the attorneys for the parties prior to the closing.