

Real Estate Agreement Checklist

This list serves as a reminder of some of the items and common issues that the parties need to keep in mind during the completion and execution of the Real Estate Purchase Agreement (the "Agreement"). Please take the time to go through the checklist and take note of the necessary items that need to be provided to the parties.

1. Prior to the signing of the Agreement, the Seller should:
 - Provide any required Seller Disclosures or optional disclosures to the Buyer;
 - Complete the Seller's Disclosure of Lead-Based Paint and/or Lead-Based paint Hazards and provide the finished copy to the Buyer;
 - Furnish a copy of Pamphlet: Protect Your Family from Lead in Your Home to the Buyer. The pamphlet can be downloaded from the EPA website at <http://www.epa.gov/lead/pubs/leadprot.htm>; and
 - Ensure both the Seller and the Buyer have read through and understand the Agreement and any necessary addenda. Note that there may be additional disclosures under the Real Property Disclosure section of the Agreement.
2. Both parties should initial at the bottom of each page of the Agreement after reading it. The witnesses do not need to witness each page.
3. Ensure both the Seller and the Buyer sign the Real Estate Purchase Agreement in front of a witness who is an independent party to the transaction. The Buyer and the Seller can sign in front of different witnesses. Each witness needs to sign as the witness on the execution (last) page.
4. If any terms of the Real Estate Purchase Agreement are changed by any means, including but not limited to terms crossed out or inserted by pen, and/or pages being added which contain additional terms, both parties should initial near the changes to reflect their acceptance of the new terms and conditions. However, the witness does not need to initial the changes.