

SUNNY DUPREE, ESQ.
(Mrs. Frederick Dupree, Jr.)
1010 Memorial Drive
Cambridge Massachusetts 02138
Phone: 617 868 0088 Fax: 617 868 0022
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Full 5000 FAX COVER

TO: *561-762-8188*

DATE: *5/30/202*

FAX: *802-253-9993*

PAGES: *13 (without the cover)*



VermontRealtors®



PURCHASE AND SALE CONTRACT

This is A Legally Binding Contract. If Not Understood, Legal, Tax Or Other Counsel Should Be Consulted Before Signing.

Purchaser's Full Name	Mailing Address	Telephone # / Fax # / E-Mail Address
James Duffner		
Elizabeth Duffner		

Seller's Full Name	Mailing Address	Telephone # / Fax # / E-Mail Address
Sunny Dupree		

- Purchase and Sale Contract:** This Purchase and Sale Contract (Contract) is made by and between:
Sunny Dupree (Seller) and
James Duffner and Elizabeth Duffner (Purchaser).
Purchaser agrees to purchase and Seller agrees to sell the Property described herein at the price and on the terms and conditions stated in this Contract.
- Total Purchase Price:** three hundred twenty thousand U.S. Dollars (\$ 320,000.)
- Contract Deposit:** \$ 3,300. (U.S. Dollars) as evidenced by ☒ Personal check ☐ Bank check ☐ Cash ☐ Wire transfer
Additional Contract Deposit of \$ NA (U.S. Dollars) is due within NA calendar days after the Contract Date set forth in Section 30. Unless otherwise agreed in writing, the pendency of any contingencies or special conditions in this Contract does not suspend or postpone Purchaser's obligation to make any required additional Contract Deposit. All Contract Deposits shall be held by:
Full Spers Company Realtors-Stowe ("Escrow Agent"). If no binding Contract is created by the Contract Date or if Purchaser withdraws any pending offer prior to Seller's acceptance of that offer and notification thereof, all Contract Deposits shall be promptly returned to Purchaser.

- Description of Real Property:** For purposes of this Contract, the Property is described as follows:
A. Property Address: 1307 Notchbrook Rd. 9 CS Stowe, VT 05672; and/or
Street City/Town
B. Seller's Deed recorded in Volume 617 at Page(s) 184-185 of the Stowe, VT Land Records; and/or
C. Parcel ID Number: 44009.CS0; and/or
D. SPAN Number: 621-298-11381
E. The Property is further described as:

MLS # 4894098: Notch Brook Unit 9 CS, 1 Bed, 1 Bath

NOTE: Not every Property Description choice is required in order to form this Contract. The validity and enforceability of this Contract is not affected by the omission of one or more of the above choices, provided at least one choice is filled in. The deed delivered by Seller at Closing will govern the legal description of the real property to be conveyed under this Contract.

- Closing:** Closing and transfer of title shall occur on 07/19/2022 at a mutually agreed time and place. Closing may occur earlier if Seller and Purchaser agree in writing. Neither party shall be obligated to extend the date set for Closing.

Seller's Initials



Purchaser's Initials



6. **Financing Contingency:** Purchaser's obligation to close under this Contract ☒ is ☐ is not subject to a financing contingency that Purchaser obtain mortgage financing in the amount of 60 % of the purchase price for a term of 30 years at an interest rate not higher than prevailing % fixed for the term of the loan or NA % variable on the date of closing with not more than NA points to be paid at Closing. Purchaser agrees to act diligently to obtain such financing and shall, within 5 calendar days after this Contract is executed by Seller and Purchaser and notice thereof is provided to Purchaser in the manner required by Section 29, submit a complete and accurate application for first mortgage financing to at least one mortgage lender or mortgage broker currently providing or placing such loans requesting first mortgage financing in the amount and on the terms set forth above. If Purchaser fails to timely submit such an application, this financing contingency is waived by Purchaser. If, despite best efforts, Purchaser is denied financing by, or is unable to obtain financing approval from, the mortgage lender upon the terms set forth above, on or before 07/12/2022, Purchaser (but not Seller) shall have the right to TERMINATE this Contract, provided Purchaser gives Seller written notification thereof, together with a copy of the lender's denial letter or letter from the lender explaining the reasons for Purchaser's inability to obtain such financing, within four (4) calendar days after the above date in the manner required by Section 29. If Purchaser fails to do so, Purchaser's right to terminate this Contract on account of the Financing Contingency is waived.

Purchaser understands that strict adherence to all timelines and other requirements of any Lender, including Purchaser's "Notice of Intent to Proceed with Loan" is critical to satisfy this Financing Contingency. Any failure to do so may adversely affect Purchaser's rights and obligations under this Contract.

In the event Purchaser terminates this Contract in accordance with the provisions of this Section, all Contract Deposits shall be forthwith returned to Purchaser, the Contract shall be terminated and shall be of no further force and effect. In such case, Seller and Purchaser agree to execute and deliver to Escrow Agent an authorization for delivery of all Contract Deposits to Purchaser. If Purchaser's obligation to close IS subject to a financing contingency, Purchaser provides the following information:

A. Purchaser ☒ has ☐ has not consulted with a mortgage lender or mortgage broker about mortgage financing as of the date of Purchaser's offer.

B. Purchaser has obtained a mortgage lender's pre-approval or pre-qualification letter. ☒ Yes ☐ No.

If Purchaser's obligation to close IS NOT subject to a financing contingency, Purchaser represents to Seller that Purchaser has sufficient cash or liquid assets to close on the purchase of the Property.

7. **Lead-Based Paint:** Based upon representations made by Seller and Purchaser's own investigation and information, it is agreed that the Property ☒ is ☐ is not pre-1978 residential real estate and therefore ☒ is ☐ is not subject to Federal (EPA/HUD), State and, if applicable, Municipal Lead-Based Paint Regulations. If the Property is pre-1978 residential real estate, the parties must execute a Lead-Based Paint Addendum with required disclosures, which shall become part of this Contract. Lead-Based Paint Addendum And Disclosures attached. ☒ Yes ☐ No.
8. **Property Inspection Contingency:** Purchaser's obligation to close under this Contract ☒ is ☐ is not subject to a property inspection contingency. If this Contract is subject to a property inspection contingency, the parties must execute a Property Inspection Contingency Addendum which shall become part of this Contract.
9. **Addendum/Supplemental Conditions to Contract:** Additional terms to Contract are set forth in the Addendum (or Addenda) or Supplemental Conditions signed by Seller and Purchaser. ☒ Yes ☐ No.
10. **Special Conditions:**
-
11. **Condominium/Common Interest Community:** If the Property is a condominium unit, part of a common interest community, planned community, planned unit development (PUD) or other property subject to the Vermont Common Interest Ownership Act, a Common Interest Ownership Addendum is required. Common Interest Ownership Addendum attached. ☒ Yes ☐ No.

Seller's Initials

SD

Purchaser's Initials

SD SD

12. **State and Local Permits:** The parties acknowledge that certain state and local permits may govern the use of 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, unless otherwise disclosed in writing.
13. **Limitation of Liability:** Seller and Purchaser agree that the real estate broker(s) identified in Section 31 have provided both Seller and Purchaser with benefits, services, assistance and value in bringing about this Contract. In consideration thereof, and in recognition of the relative risks, rewards, compensation and benefits arising from this transaction to the real estate broker(s), Seller and Purchaser each agree that no broker, or any of its agents, associates or affiliates, shall, in any event, be liable to either Purchaser, Seller or both, either individually or jointly and severally, in an aggregate amount in excess of the compensation paid to such broker on account of this transaction or \$5,000, whichever is greater, by reason of any act or omission, including negligence, misrepresentation, error or omission, or breach of any undertaking whatsoever, except for an intentional or willful act. This limitation shall apply regardless of the cause of action or legal theory asserted against the real estate broker(s) unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature whatsoever from any cause or causes, except intentional or willful acts, so that the total aggregate liability of any real estate broker identified in Section 31 hereof shall not exceed the amount set forth herein. Seller and Purchaser each agree that there is valid and sufficient consideration for this limitation of liability and that the real estate broker(s) are the intended third-party beneficiaries of this provision.
14. **Possession:** Possession and occupancy of the premises, together with all keys/access devices or codes to the premises and any property or fixtures that are part of the sale, shall be given to Purchaser at Closing unless otherwise agreed in writing. Seller shall leave the premises broom clean, free from all occupants, and shall remove all personal property not being sold hereunder, together with the personal property of all occupants. Seller agrees to permit Purchaser to inspect the premises within 24 hours prior to the date set for Closing to ensure compliance with this provision.
15. **Payment of Purchase Price:** Payment of the Purchase Price is due at Closing and shall be adjusted for any Contract Deposits held by Escrow Agent to be disbursed at Closing, taxes or tax withholding applicable to Seller as described in Sections 17 and 18 of this Contract, or as required by other applicable law, Closing Adjustments under Section 26 of this Contract, compensation due to Seller's real estate broker, and any other items agreed to in writing by Seller and Purchaser. The purchase price, after adjustments are made, shall be paid to Seller in cash, by wire transfer, electronic transfer, certified, treasurer's or bank teller's check, check drawn on the trust or escrow account of a real estate broker licensed in the State of Vermont, or, check drawn on the trust or escrow account of an attorney licensed in the State of Vermont, or any combination of the foregoing. Seller and Purchaser agree that, prior to Closing, upon request, the brokers named in Section 29 of this Contract shall be provided with a copy of the proposed TILA-RESPA Closing Disclosure (CD) pages 2 and 3 (Closing Cost Details and Summaries of Transactions) and, at Closing, upon request, said brokers shall be provided a copy of the final CD(s) signed by Seller and Purchaser. In the event Seller requests funds by wire transfer or by certified, treasurer's or bank teller's check, Seller shall provide notice thereof to the attorney or settlement agent closing the transaction within a reasonable time prior to the date scheduled for Closing. All fees or charges incurred to enable funds to be paid to Seller by wire transfer, certified, treasurer's or bank teller's check shall be paid for at Closing by Seller. Unless otherwise agreed to in writing, or as directed by the attorney or settlement agent closing the transaction, all Contract Deposits held by Escrow Agent shall be paid directly to Seller at Closing and credited toward the total proceeds to be paid to Seller at Closing. In the event the attorney or settlement agent closing the transaction requests Escrow Agent to deliver the Contract Deposits prior to the date set for Closing, Seller and Purchaser hereby authorize Escrow Agent to do so, provided the Contract Deposit funds are made payable to the closing attorney or settlement agent's trust or escrow account and Escrow Agent reasonably believes the Closing shall occur as scheduled.
16. **Deed:** Unless otherwise agreed to in writing, Seller shall deliver to Purchaser at Closing a Vermont warranty deed, prepared and paid for by Seller, conveying marketable title to the Property as defined by Vermont law.
17. **Property Transfer Tax/Land Gains Tax/Act 250 Disclosure Statement:** Purchaser shall pay any Vermont Property Transfer Tax due on account of the sale of the Property. If any Vermont Land Gains Tax is due as a result of the sale of the Property, the Seller shall pay such tax as may be due, except as otherwise provided by law or by addendum to this Contract. At or prior to closing, Seller shall provide Purchaser with satisfactory proof either that there is no such tax due or that the tax has been paid in full, or shall provide a certificate from the Vermont Department of Taxes specifying the amount of any tax that may be due as a result of the sale. In the event Seller is required to provide Purchaser with an Act 250 Disclosure Statement and fails to provide such a statement or provides the statement in an untimely manner, Purchaser's closing on this transaction and acceptance of Seller's deed shall constitute a waiver and release of Purchaser's right to declare this Contract unenforceable, to rescind this transaction or to pursue Seller for damages arising out of the failure to provide an Act 250 Disclosure Statement.
18. **Income Tax Withholding Requirements** If Seller is a Nonresident of Vermont and/or Subject to Tax Under the U.S. Foreign Investment in Real Property Tax Act: If Seller is a nonresident of Vermont, unless a withholding certificate is issued by the Vermont Commissioner of Taxes in advance of the closing, Purchaser shall withhold 2.5 percent of the total purchase price and file a withholding tax return with the Vermont Department of Taxes. In addition, if the sale of the Property subjects Seller to the payment of federal tax under the Foreign Investment in Real Property Tax Act (FIRPTA), unless a withholding certificate is issued by the Internal Revenue Service, Purchaser shall withhold 15 percent of the total purchase price (35% for foreign corporations) and file a withholding tax return with the Internal Revenue Service. If Purchaser fails to withhold such taxes when required to do so, Purchaser may be liable to the respective taxing authorities for the amount of such tax. Purchaser shall have the right to reasonably request evidence

Seller's Initials



Purchaser's Initials



that Seller is exempt from payment of either tax in the form of a certificate of residence or non-foreign status. In the event Purchaser is determined to be liable for the payment of either tax, Seller shall indemnify and hold Purchaser harmless from all such liability together with any interest, penalties and reasonable expenses, including attorney's fees, incurred by Purchaser.

19. **Purchaser's Examination of Title:** Purchaser, at his or her sole cost and expense, shall cause the title to the Property to be examined and shall notify Seller in writing, prior to the date set for Closing, of the existence of any encumbrances or defects which are not excepted in this Contract which render title unmarketable as defined by Vermont law. In such event, Seller shall have thirty (30) calendar days from the time Seller receives such notice to remove the specified encumbrances or defects. Promptly following receipt of such notice, Seller shall exercise reasonable efforts and diligence to remove or cure the specified encumbrances or defects. If, at the expiration of thirty (30) calendar days from the receipt of such notice, or on the date set

for Closing, whichever is later, Seller is unable to convey marketable title free and clear of such encumbrances or defects, Purchaser may terminate this Contract, and, if so, shall receive all Contract Deposits and, in addition, may pursue all legal and equitable remedies provided by law, including any damages incurred after the thirty (30) day period referred to above.

20. **Default:** If Purchaser fails to close as provided herein, or is otherwise in default, Seller may terminate this Contract by written notice as provided in Section 29 and claim all Contract Deposit(s) as liquidated damages, or may elect to pursue all legal and equitable remedies provided by law. In the event of Purchaser's default, Seller's damages may be difficult to initially evaluate due to future events that cannot be predicted. The Contract Deposit(s) is agreed to be a reasonable estimate of at least some of Seller's damages resulting from Purchaser's default. Seller's right to claim the Contract Deposit(s) is not intended to be a penalty for Purchaser's default nor an incentive for Purchaser to perform its obligations under this Contract. If Seller fails to close, or is otherwise in default, Purchaser may terminate this Contract by written notice as provided in Section 29 and claim all Contract Deposit(s) as liquidated damages or subject to the provisions of Section 19 relating to the thirty (30) calendar day cure period for title encumbrances or defects, elect to pursue all legal and equitable remedies provided by law. In the event legal action is instituted arising out of a breach of this Contract, for payment or return of the Contract Deposit(s) or to obtain any available legal or equitable remedy, the substantially prevailing party shall be entitled to reasonable attorney's fees and court costs.

21. **Contract Deposits:** At Closing and transfer of title, Escrow Agent shall disburse all Contract Deposits. In the event Purchaser terminates this Contract under the specific provisions hereof entitling Purchaser to terminate, upon written demand, Escrow Agent shall refund all Contract Deposits to Purchaser in accordance with laws and regulations applicable to Escrow Agent. In the event either Seller or Purchaser does not perform and fails to close on the terms specified herein, this shall constitute a default. In the event of a default undisputed by Seller and Purchaser, upon written demand, Escrow Agent shall pay all Contract Deposits to the non-defaulting party in accordance with laws and regulations applicable to Escrow Agent. In such case, Seller and Purchaser agree to execute and deliver to Escrow Agent an Authorization for Delivery of All Contract Deposits to the party entitled to such Deposits. In the event Seller or Purchaser provides written notice to the other party of a claimed default and demands delivery of all Contract Deposits on account of such claimed default, if the party to whom such notice is sent disagrees, that party shall provide notice to the party demanding all Contract Deposits and to the Escrow Agent named in Section 3 of this Contract that it demands to mediate the dispute under Section 23 of this Contract. If such demand to mediate is not sent within twenty-one (21) calendar days from the date written notice of a claimed default was sent, the failure to send such demand to mediate shall constitute authorization and permission under this Contract for Escrow Agent to pay all Contract Deposits to the party claiming default and demanding the Contract Deposits without further notice, documentation or authorization from either Seller or Purchaser. Payment of all Contract Deposits by the Escrow Agent under such circumstances shall constitute the final resolution and disposition of all Contract Deposits. Seller and Purchaser acknowledge and agree that resolution of all Contract Deposits in this manner fully and completely satisfies all laws, regulations and obligations applicable to Escrow Agent and agree to release, discharge, hold harmless and indemnify Escrow Agent acting in good faith pursuant to this section. In the event mediation is demanded and the dispute over all Contract Deposits is resolved by mediation, Seller and Purchaser agree to instruct Escrow Agent, in writing, as to the disposition and payment of all Contract Deposits. In the event the dispute over all Contract Deposits is not resolved by mediation, Escrow Agent shall continue to hold all Contract Deposits in escrow or may, at any time, pay all Contract Deposits into court for the purpose of determining the rights of the parties to all Contract Deposits. All costs and expenses of any such action, including attorney's fees incurred by Escrow Agent, shall be borne jointly and severally by Seller and Purchaser irrespective of the amount of all Contract Deposits and irrespective of which party ultimately prevails in the dispute. In the event of a dispute concerning default or payment of all Contract Deposits by Escrow Agent, Escrow Agent shall not be personally liable to either party except for bad faith or gross neglect. In the event a claim other than for bad faith or gross neglect is asserted against Escrow Agent, the parties shall jointly and severally indemnify and hold Escrow Agent harmless from all loss or expense of any nature, including attorney's fees, arising out of the holding of all Contract Deposits irrespective of the amount of all Contract Deposits.

22. **Terms and Conditions of Escrow Agent Holding Contract Deposits:** Seller and Purchaser acknowledge that Vermont law provides that real estate brokers shall place any Contract Deposits held by them that are reasonably expected to earn less than One Hundred Dollars (\$100.00) in interest in a pooled interest-bearing trust account or escrow (ORTA) account. Interest accrued on such Contract Deposits is remitted to the Vermont Housing Finance Agency (VHFA) to be used in the Agency's single family home mortgage programs. Seller and Purchaser further acknowledge that Vermont law also provides that real estate brokers shall place any Contract Deposits held by them that are reasonably expected to earn interest more than One Hundred Dollars (\$100.00) in interest in an individual interest-bearing account. Acknowledging the above advisements, for the convenience of the transaction, Seller and Purchaser agree that unless otherwise agreed in writing, all Contract Deposits held by Escrow Agent shall nonetheless be placed in a pooled interest-bearing ORTA account and the interest accrued thereon shall be remitted to VHFA even if the interest thereon is expected to earn more than One Hundred Dollars (\$100.00).

Seller's Initials



Purchaser's Initials



23. **Mediation of Disputes:** In the event of any dispute or claim arising out of or relating to this Contract, to the Property, or to the services provided to Seller or Purchaser by any real estate agent who brought about this Contract, it is agreed that such dispute or claim shall be submitted to mediation prior to the initiation of any lawsuit. The party seeking to mediate such dispute or claim shall provide notice to the other party and/or to the real estate agent(s) with whom mediation is sought and thereafter the parties and/or real estate broker(s) with whom mediation is sought shall reasonably cooperate and agree on the selection of a mediator. A party or real estate broker not involved in the dispute or claim shall not be required to participate in the mediation. The real estate agent(s) who brought about this Contract can be of assistance in providing information as to sources for obtaining the services of a mediator. Unless otherwise agreed to in writing, the parties and any real estate agent(s) involved in the mediation shall share the mediator's fee equally. Seller, Purchaser and the real estate agent(s) who brought about this Contract acknowledge and understand that, although utilizing mediation in an effort to resolve any dispute or claim is mandatory under this Contract, the function of the mediator is to assist the parties involved in the mediation in resolving such dispute or claim and not to make a binding determination or decision concerning the dispute or claim. This provision shall be in addition to, and not in replacement of, any mediation or alternative dispute resolution system required by an order or rule of court in the event the dispute results in a lawsuit. In the event a lawsuit is initiated without first resorting to mediation as required by this Section, any party or real estate agent named in Section 31 of this Contract shall be entitled to reimbursement of the reasonable cost of attorney's fees or other expenses arising out of such lawsuit until the mediation required by this Section occurs.
24. **Fixtures and Personal Property:** Insofar as any of the following items are now located on and belong to the Property, they shall be deemed to be fixtures and are included in this sale; heating, lighting and plumbing fixtures; storm windows and doors; screens and screen doors; curtain rods, window shades and blinds; shrubbery and trees; wall-to-wall carpeting, television antennae and satellite dish. **NO PERSONAL PROPERTY, INCLUDING TELEVISION(S) AND TELEVISION MOUNTING BRACKET(S), IS INCLUDED IN THIS SALE UNLESS EXPRESSLY IDENTIFIED AND DESCRIBED IN THIS CONTRACT OR IN ANY SCHEDULE ATTACHED HERETO.** Any personal property transferred under this Contract is sold "As Is" with no warranties of any kind, express or implied, other than the warranty of title.
25. **Risk of Loss/Insurance:** During the period between the date of this Contract and the transfer of title, risk of loss shall be on Seller. Seller shall continue to carry such fire and extended coverage insurance as is presently maintained on the buildings and improvements located on the Property. In the event any of the buildings or improvements are destroyed or damaged and are not restored to their present condition by the date set for closing, Purchaser may either accept title to the Property and receive the benefit of all insurance monies recovered on account of such damage or may terminate this Contract and be entitled to the return of all Contract Deposits as Purchaser's sole remedy.
26. **Closing Adjustments:**
- A. Real property taxes, municipal taxes, fees and assessments, condominium assessments, rents, utilities or similar items shall be apportioned and prorated at Closing between Seller and Purchaser. Seller shall be responsible for closing adjustments and expenses until the day before Closing. Purchaser shall be responsible for closing adjustments and expenses on and after the day of Closing.
 - B. Should any tax, charge, rate or assessment be undetermined on the date of Closing, the last determined tax, charge, rate or assessment shall be used for purposes of apportionment and proration.
 - C. Any payment under the Vermont Statewide Education Property Tax which reduces the real estate property tax on the Property, either for the current tax year or thereafter, shall be allocated and paid to Seller at Closing unless the Seller and Purchaser otherwise agree in writing.
It is understood and agreed that the amount of any such payment is the property of the Seller and shall not be applied to the apportionment and proration of taxes. Purchaser is advised that the payment to be made to Seller at Closing on account of any applicable Statewide Education Property Tax may require Purchaser to have available funds at Closing that might significantly exceed funds for closing adjustments that would otherwise be required.
 - D. Purchaser shall reimburse Seller at Closing for fuel at the Property at the current rate charged by the Seller's fuel supplier at the time of Closing, with the exception of propane which shall be handled outside of Closing by Seller and Purchaser as set forth in Title 9 V.S.A. Section 2461b, with reference to the Vermont Attorney General Consumer Protection Rule (CP) 111, Regulation of Propane.
 - E. The net amount of the above adjustments shall be added to or deducted from the amount due to or owed by Seller at Closing.
27. **Effect:** This Contract is for the benefit of and is binding upon Seller and Purchaser, and their respective heirs, successors, administrators, executors and assigns. This Contract, together with any written and signed addenda thereto, contains the entire agreement by and between Seller and Purchaser and supersedes any and all prior agreements, written or oral. This Contract shall be governed by the laws of the State of Vermont.
28. **Modification and Amendment:** No change, modification, amendment, addition or deletion affecting this Contract shall be effective unless in writing and signed by Seller and Purchaser.
29. **Written Notices/Effective Delivery:** Any notice required to be in writing under this Contract (and any addenda or supplemental conditions thereto) must be signed by Seller, Purchaser, or their respective attorneys, by actual or electronic signature that complies with Federal and Vermont electronic signature laws. All such notices, other than those sent to the parties' respective attorneys, shall be effective only if sent to the address(es) (including email addresses) set forth in this Contract, by hand, courier, delivery service, facsimile transmission (fax), U.S. mail, or by a digitally signed or scanned, signed document or image sent by electronic transmission. Emails without a digitally signed or scanned, signed document or image attached shall not be effective notice. In the event notices are sent by hand, courier, delivery service or regular (not certified) U.S. mail, such notices shall be effective upon receipt. Text or telephonic notice shall not be effective to satisfy any required notice.

Seller's Initials



Purchaser's Initials



Any notice required to be sent to Seller shall be effective if sent to:

- A real estate broker representing Seller (Seller's Agency/Agent) identified in Section 31 of this Contract at the address set forth below; or
- A broker's agent acting as agent of Seller's Agent (Broker's Agency/Agent) identified in Section 31 of this Contract at the address set forth below; or
- A Vermont attorney representing Seller in the transaction; or
- Seller at the address(es) set forth on Page 1 of this Contract

Any notice required to be sent to Purchaser shall be effective if sent to:

- A real estate broker representing Purchaser (Buyer's Agency/Agent) identified in Section 31 of this Contract at the address set forth below; or
- A Vermont attorney representing Purchaser in the transaction; or
- Purchaser at the address(es) set forth on Page 1 of this Contract.

Broker representing Seller (Seller's Agency/Agent), if any:

Pall Spera Company Realtors-Stowe		Pall Spera	
Agency		Agent	
P.O. Box 339 ATTN: Debby Stowe, VT 05672			
Street Address/P.O. Box	City/Town	State	Zip
pall.spera@pallspera.com			
Email	Fax No.		

☐ Broker's Agency/Agent, if any, or

☒ Buyer's Agency/Agent, if any (check one)

KW Vermont		Kelly Realty Group: Ash Carr	
Agency		Agent	
1056 Mountain Road Suite # 1 Stowe, VT 05672			
Street Address/P.O. Box	City/Town	State	Zip
ash@kelly-realty-group.com		802-654-8508	
Email	Fax No.		

39. Contract Date. No binding contract shall be created or deemed to exist between Seller and Purchaser unless all terms and conditions of any offer(s) and/or counteroffer(s), including any addenda or supplemental conditions are agreed to in writing, signed (with any changes initialed) by both Seller and Purchaser and notification thereof provided in the manner required by Section 29 not later than 05/31/2022 05/29/2022 9:00 ☐ A.M. ☒ P.M. EST/EDT which shall constitute the

Contract Date regardless of the date(s) the Contract is signed by Seller and Purchaser. The Contract Date shall be the commencement date for computing any time periods in this Contract and any addenda or supplemental condition(s) to this Contract, which time periods shall be calculated as follows: the Contract Date shall not be counted; the first day after the Contract Date shall be the first day counted; Saturdays, Sundays and legal holidays shall be counted; and the final day shall be counted. Either party has the right to withdraw any offer made by that party prior to its acceptance and notification thereof given by the other party in writing. In the event a binding contract is not made by the Contract Date, neither party shall have any obligations to the other party. Oral communication of any offer or oral notification of acceptance of any offer is not sufficient to create a legally binding contract. Any document or notice required to be in writing shall be effective if signed by actual or electronic signature that complies with Federal and Vermont electronic signature laws. If a document or notice is required to be signed by a party or to be in writing, electronic transmissions that do not comply with such electronic signature laws are not effective.

31. Efforts of Agent(s): Seller and Purchaser agree that the Agency/Agent(s) named in Section 29, and their respective efforts, brought about this Contract.

32. Calendar Days/Counterparts: Whenever this Contract or an addendum or amendment thereto refers to a day or days, it shall be deemed to be calendar days. This Contract 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 Contract.

Seller's Initials



Purchaser's Initials



33. **Time is of the Essence:** Time is of the essence with respect to all obligations and undertakings of Seller and Purchaser under this Contract including the times for providing all notices required to be given. Failure to act within the time period required shall constitute a breach of this Contract or waiver of the contingency or condition sought to be exercised.
34. **Purchaser acknowledges receipt of the following documents:**
- ☒ Vermont Real Estate Commission Mandatory Consumer Disclosure
 - ☒ Vermont Department of Health – Pamphlet – "Testing Drinking Water From Private Water Supplies" (if the Property is served by a private water system)
 - ☒ Efficiency Vermont – Pamphlet – "Home Energy Information"

PURCHASER'S AGREEMENT TO PURCHASE

Purchaser: James Dwyer (Signature) 06/08/94 11:15 AM Date and Time (EST/EDT)
 250 W 42 ST 12 FL NYC NY 10036
 PH 212 504 1470

Purchaser: Elliott Roffner
 (Signature) _____ Date and Time (EST/EDT) _____
documented
 15 FEB 02 8:24 PM CST
 6 MAR 02 07:20 PM CST

Purchaser: _____
(Signature) _____ Date and Time (EST/EDT) _____

Purchaser: _____
(Signature) _____ Date and Time (EST/EDT) _____

SELLER'S AGREEMENT TO SELL

Seller: [Signature] 5/30/02
(Signature) Date and Time (EST/EDT)

Seller: _____

(Signature) Date and Time (EST/BDT)

Seller: _____

(Signature) _____ Date and Time (EST/EDT) _____

Seller: _____
(Signature) Date and Time (EST/EDT)

INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

Referring to a Purchase and Sale agreement dated 5/31/2022 between James Duffner and Elizabeth Duffner
Purchaser(s) and Sunny Dupree Seller(s) for the property located at
1307 Notchbrook Rd, 9 CS, Stowe, VT 05672 All parties agree to the following conditions:

INSPECTIONS

☐ YES
☒ NO

Structure Purchaser, at his/her sole expense, shall obtain an inspection of the property, to his/her satisfaction, by a licensed independent property inspector(s) selected and paid for by the Purchaser, within calendar days (10 days if left blank) after the Contract Date. Said inspections shall include, but not be limited to, structural, mechanical, electrical, heating, plumbing, roof, foundation or other systems. Purchaser(s) shall have calendar days (4 days if left blank) from receipt of any report to notify Seller(s) of their desire to terminate this contract because of such inspections.

☐ YES
☒ NO

Fireplaces/Chimneys ☐ Seller(s) ☐ Purchaser(s) shall have all chimneys cleaned and inspected by a professional who will provide Purchaser(s) with written notification within calendar days (14 if left blank) of Contract Date that the chimneys have been cleaned, are code compliant, and are in satisfactory operating condition.

☐ YES
☒ NO

Septic ☐ Seller(s) ☐ Purchaser(s) shall have the septic tank pumped and the septic system and tank inspected by a local septic service or engineer who will provide Purchaser(s) with written notification within calendar days (14 days if left blank) of the Contract Date that the tank and system are in satisfactory operating condition. Alternatively, Seller may provide Purchaser with written notification of pumping and inspection of the septic tank and septic system performed within (6 months if left blank) months prior to the Contract Date. Said written notification shall state the septic tank and septic system are in satisfactory operating condition as of the date of such pumping and inspection.

☐ YES
☒ NO

Septic Scoping ☐ Seller(s) ☐ Purchaser(s), at his/her sole expense, shall have scoping of the septic or public sewer lines within calendar days (21 days if left blank) of the Contract Date showing that said lines/systems are in satisfactory condition.

☐ YES
☒ NO

Heating System ☐ Seller(s) ☐ Purchaser(s) at his/her sole expense shall have ALL heating system and cooling systems, including but not limited to furnace, boiler, splits, Monitors/Rinatti, wood stove, pellet stove, gas stove/fireplace/heating equipment/central air conditioning (other than duct work) inspected and cleaned by a qualified service provider who will provide written notification within calendar days (14 days if left blank) of Contract Date of satisfactory results of such inspection and cleaning.

☐ YES
☒ NO

Fuel Tanks: Seller(s) at his/her sole expense, shall provide written proof from a local fuel company authorized to inspect tanks that the fuel tank(s) meet(s) current Vermont Agency of Natural Resources requirements within calendar days (21 days if left blank).

☐ YES
☒ NO

Radon This sale is contingent on Purchaser(s) receiving, at Purchaser(s) sole expense, a professional report showing the property to be within acceptable Federal guidelines for radon within calendar days (14 days if left blank) of the Contract Date.

☒ YES
☐ NO

VT Division of Fire & Safety (applies to public buildings only e.g Condominiums, rental units and multi-family properties) Seller, at his/her sole expense, shall have the property inspected by the appropriate authority, brought into compliance, and provide a written certificate of compliance to the Purchaser at or prior to closing.

☐ ☒

YES/NO Water Tests (Potability, Radiation, Kit C): The following water tests to be performed and paid for by Purchaser:

☐ **Potability:** Water test must show water to be potable by EPA guidelines adopted by the State of Vermont, within _____ calendar days (5 days if left blank) of the Structure Inspection deadline noted above. It is the Seller(s) responsibility to provide potable water as defined by the Vermont Department of Health. http://healthvermont.gov/enviro/water/safe_water.aspx

☐ **Gross Alpha Radiation:** Water test must show water to be below EPA standards for gross alpha radiation within _____ calendar days (21 days if left blank) of the Structure Inspection deadline noted above.

☐ **Kit C/FHA or other Inorganic Material Test:** Water test must show to be within EPA limits for Kit C/FHA or other Inorganic Material Test (including but not limited to inorganic material, organic material and trace minerals) within _____ calendar days (17 days if left blank) of the Structure Inspection deadline noted above. For more information visit website: http://healthvermont.gov/enviro/water/safe_water.aspx

☐ ☒

YES/NO Pool/Spa: ☐ Seller ☐ Purchaser shall have any pools/spas inspected by a local service who will provide Purchaser with written notification within _____ (14 days if left blank) calendar days from the Contract Date that they are in satisfactory operating condition.

☐ **Purchaser does not request any inspection:** Purchaser acknowledges the opportunity to request inspections, tests and reviews set forth above and, after considering such opportunity, waives all rights to such inspections, tests, reviews or contingencies and agreed to hold Seller and all REALTORS involved in this contract harmless from any claims for defects, deficiencies or inadequacies relating to the property that could have been detected during any such inspection or review.

☐ **Other**

This Addendum is to be attached to and form a part of the above-mentioned Purchase and Sale Agreement. All other terms and conditions are to remain as stated.

All notices regarding any termination of the Contract shall be sent in writing in accordance with Section 29 of the Contract within the time period (s) set forth. Failure to provide such notice by the required date shall constitute a waiver of the right to terminate. Purchaser is required to provide notice to Seller of his/her desire to terminate the Contract based on the unsatisfactory result of any inspection within (4) calendar days of receipt of any results/reports (4 if left blank). In the event the Contract is terminated by either party in accordance with this Addendum, The Contract Deposit shall forthwith be returned to the Purchaser subject to the rules and regulation applicable to Escrow Agent, the Contract shall be terminated and be of no further force and effect. In such case, the Seller and Purchaser agree to execute and deliver to Escrow Agent an authorization for delivery of all Contract Deposits.

Elizabeth Duffner

Purchaser

Date

doctop verified
05/26/22 09:42 AM CDT
CA2B-WYVW3-11N1Y-FXV3

James Duffner

Purchaser

Date

doctop verified
05/26/22 09:44 PM CDT
ETLL-LQAS-120X-W0U4

James Duffner

Seller

Date

May 30, 2022

Seller

Date



Vermont Association of Realtors



COMMON INTEREST OWNERSHIP ADDENDUM

Addendum to Purchase and Sale Contract between:

Sunny Dupree (Seller) and
James Duffner and Elizabeth Duffner (Purchaser).
Property Location 1307 Notchbrook Rd, 9 CS Stowe (Property)
Street City/Town

The Contract Date is 5/31/2022 (insert date from Section 30 of Purchase and Sale Contract).

1. The Property which is the subject of the above Contract is subject to the provisions of Vermont's Common Interest Ownership Act. This Act requires certain information concerning the Property to be provided to Purchaser.
2. The common ownership declaration, by-laws, rules and regulations of the homeowners' association and a certificate provided by the homeowners' association which sets forth the information required by §4-109 of the Act (27A V.S.A. §4-109(a)(1-12)) (the "Association Certificate") has been provided to Purchaser on or before the date of Purchaser's offer. ☐ Yes ☒ No
3. If "No," Seller shall provide Purchaser with the information set forth above not later than 5 calendar days after the Contract Date.
4. **Notice:** Under Vermont law (27A V.S.A. §4-109(o)), the Contract between Seller and Purchaser is voidable by Purchaser until the Association Certificate has been provided to Purchaser and for five (5) days thereafter. In the event Purchaser seeks to void this Contract on the basis of information set forth in the Association Certificate, Purchaser shall do so by written notice in the manner required by Section 29 of the Contract provided such notice is given by Purchaser not later than five (5) days after Purchaser received the Association Certificate. In the event the Contract is voided by Purchaser in the manner set forth herein, the Contract shall be of no further force and effect, both Seller and Purchaser shall be released and discharged from all of their respective obligations under the Contract and any Contract Deposits shall promptly be returned to Purchaser. In such case, Seller and Purchaser agree to execute and deliver to Escrow Agent an authorization for delivery of all Contract Deposits. In the event notice is not sent by Purchaser strictly in accordance with the provisions hereof, Purchaser's opportunity to void the Contract shall no longer be available to Purchaser.
5. The parties acknowledge the following:
 - a. Seller is not a person required to provide Purchaser with a public offering statement concerning the Property; and
 - b. By law, Seller is not liable to Purchaser for any inaccurate or incomplete information provided by the homeowners' association as set forth in the Association Certificate.

Seller:

Sunny Dupree
(Signature) Date: May 30, 2022

Purchaser:

Elizabeth Duffner
(Signature) Date: dotloop verified
05/25/22 5:33 PM EDT
HWXL-BAK2-3K2P-26X0

Seller:

(Signature) Date

Purchaser:

James Duffner
(Signature) Date: dotloop verified
05/27/22 1:40 AM EDT
EZIM-R7GN-X7WP-Q165

Seller:

(Signature) Date

Purchaser:

(Signature) Date

Seller:

(Signature) Date

Purchaser:

(Signature) Date



LEAD-BASED PAINT ADDENDUM AND DISCLOSURES

Addendum to Purchase and Sale Contract between Sunny Dupree (Seller) and
James Duffner and Elizabeth Duffner (Purchaser)
Property Location 1307 Notchbrook Rd, 9 CS, Stowe, VT 05672 (Property)
Street City/Town
The Contract Date is 5/31/2022
(Insert date from Section 30 of Contract)

1. Purchaser acknowledges receipt of the following:
- A. "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (required Federal lead warning statement) signed by Seller.
 - B. Protect Your Family From Lead in Your Home (U.S. EPA/HUD booklet)
 - C. Lead Hazards in Housing (Vermont Department of Health Pamphlet)
 - D. Don't Spread Lead (brochure)
2. Purchaser's obligation to close under this Contract ☐ is ☒ is not subject to a lead-based paint inspection or risk assessment.

If "no," the following paragraphs are inapplicable.

If "yes," any such inspection or risk assessment shall be obtained by Purchaser at his/her sole expense and shall be performed by a certified lead-based paint inspector. If the results of such inspection or risk assessment are unsatisfactory to Purchaser, Purchaser may terminate this Contract by written notice sent in accordance with Section 29 of the Contract, not later than N/A calendar days from the Contract Date. In the event Purchaser terminates the Contract in accordance with the provisions of this Addendum, the Contract Deposit shall be forthwith returned to Purchaser subject to rules and regulations applicable to Escrow Agent, the Contract shall be terminated and be of no further force and effect. In such case, Seller and Purchaser agree to execute and deliver to Escrow Agent an authorization for delivery of all Contract Deposits.

Seller hereby agrees to provide access to the Property upon reasonable prior notice for purposes of the above inspection(s). Any damage caused to the Property as a result of the inspection or risk assessment shall be Purchaser's responsibility.

May 30, 2022

Seller: <u>Sunny Dupree</u> (signature) Date	Purchaser: <u>Elizabeth Duffner</u> (signature) Date
Seller: _____ (signature) Date	Purchaser: <u>James Duffner</u> (signature) Date
Seller: _____ (signature) Date	Purchaser: _____ (signature) Date
Seller: _____ (signature) Date	Purchaser: _____ (signature) Date

CONTINGENCY ADDENDUM TO PURCHASE AND SALE AGREEMENT

Referring to a Purchase and Sale agreement dated 5/31/2022 between James Duffner and Elizabeth Duffner
Purchaser(s) and Sunny Dupree Seller(s) for the property located at
1307 Notchbrook Rd, 9 CS, Stowe, VT 05672 All parties agree to the following conditions:

CONTINGENCIES

☒ ☐

YES/NO Personal Property The following personal property is included in the sale, is in satisfactory working order, benefited by no warranties except any manufacturer's warranties still in effect, is of no value, and is included solely for the convenience of the transaction:

1 Fridge, 1 Stove, 1 Hood/Fan, 1 Microwave, 1 Dishwasher, 1 Garbage Disposal, 1 Washer, 1 Dryer

☒ ☐

YES/NO Appraisal The property must appraise at or above the contract price.

☐ ☒

YES/NO Contingent Sale This sale is contingent on the Purchaser(s) completing the sale of their property at

or before _____ Said property is ☐ is not ☐ currently under contract for sale. If said property is NOT currently under contract for sale, Purchaser shall have until _____ to enter into a bona fide Purchase and Sale Contract on said property. If the contract for the sale of Purchaser's property is terminated, revoked, cancelled or otherwise not in effect after the execution of this Contract, Seller or Purchaser may terminate this contract by giving written notice to the other on or before the closing date indicated in this contingency.

☐ ☒

YES/NO Boundaries Seller(s) shall walk the boundaries with Purchaser(s) or provide clear markings of property boundaries to Purchaser(s) satisfaction within _____ days of acceptance of this agreement. Purchaser and Seller acknowledge that Seller's indication of any boundaries or markers may not be determinative of actual boundaries or markers.

☒ ☐

YES/NO Sellers Property Information Report (SPIR) Buyer has ☒ has not ☐ received the SPIR. If not, this agreement is contingent on Purchaser(s) receipt of a current SPIR within N/A calendar days (3 days if left blank) of acceptance of this agreement. SELLER(S) FURTHER INDICATES THAT THEY HAVE DISCLOSED ALL KNOWN DEFECTS AND OTHER MATERIAL INFORMATION REGARDING THE PROPERTY. Purchasers have N/A days (3 days if left blank) to terminate this offer based on the SPIR.

☐ ☒

YES/NO Seller Contribution: Seller to contribute _____ % of the purchase price or \$ _____ toward Purchaser's closing costs, including, but not limited to, finance costs, points, origination fees, pre-pays, Closing Adjustments under Section 2 of the Contract, Purchaser(s) attorney's fees and any Buyer's Agent fees not otherwise paid under a cooperation agreement with Seller(s) Agent. In the event the allowable amount is less than stated, the purchase price is to be adjusted accordingly to accommodate for the entire Seller Contribution

☐ ☒

YES/NO **Suitable Housing:** Seller's obligation to close under this contract is contingent upon Seller entering into a Purchase and Sale Contract for a suitable replacement residence or entering into a rental agreement for a lease of a replacement residence not later than _____ calendar days (14 days if left blank) of the Contract Date and obtain financing approval by _____. To terminate this Agreement, Seller must notify Purchaser in writing of his/her inability to find and/or finance suitable housing on or before the date indicated in this contingency.

☐ ☒

YES/NO **Release/ Kickout** In the event Purchaser's obligation to close under this Contract is subject to the sale of Purchaser's current residence (see box checked above), Seller(s) and Purchaser(s) agree that the Property will continue to be marketed. In the event Seller(s) accepts or desires to accept another offer of the purchase of the Property, Seller(s) shall send written notice that in the event Purchaser(s) does not unconditionally release and waive the condition of the sale of Purchaser(s)'s current residence by notification in writing to Seller(s) within _____ calendar days (2 days if left blank) from Contract Date, this Contract shall be deemed terminated and of no force and effect. In such an event, Purchaser(s) shall promptly receive all Contract Deposit(s) and Seller(s) and Purchaser(s) shall be released from any and all obligations under this Contract.

☐ ☒

YES/NO **Attorney Review:** Purchaser's and Seller's obligation to close under this Contract is contingent upon a Vermont attorney selected and paid for by Purchaser(s) and Seller(s), respectively, to review the terms and provisions of this Contract, other than price or financing. If as a result of the Attorney Review, Purchaser(s) or Seller(s) desire to terminate this Contract, Purchaser(s) or Seller(s) shall have the right to do so by written notice not later than _____ calendar days (5 days if left blank) from the Contract Date.

☐ ☒

YES/NO **Prebate:** There may be a prebate of taxes associated with this property. Seller will ☐ will not ☐ allow any current or future prebate to be to the benefit of the Purchaser at closing.

This Addendum is to be attached to and form a part of the above-mentioned Purchase and Sale Agreement. All other terms and conditions are to remain as stated.

All notices regarding any termination of the Contract shall be sent in writing in accordance to the Contract within the time period (s) set forth. Any contingency above that does not specify a date shall impose a period of 4 days after Purchaser's receipt of any unsatisfactory results/reports/information to terminate the Contract. Failure to provide such notice by the required date shall constitute a waiver of the right to terminate. In the event the Contract is terminated by either party in accordance with this Addendum, the Contract Deposit shall forthwith be returned to the Purchaser subject to the rules and regulations applicable to Escrow Agent, and the Contract shall be terminated and be of no further force and effect. In such case, the Seller and Purchaser agree to execute and deliver to Escrow Agent an authorization for delivery of all Contract Deposits.

Elizabeth Duffner

Purchaser

Date

dmloop verified
04/18/22 5:28 PM CDT
9/8X-LORN-NGWW-M8U0

James Duffner

Purchaser

Date

dmloop verified
04/27/22 1:40 AM EDT
W85Y-RA5A-890W-3QY5

Jimmy Duffner

Seller

Date

May 30, 2022