



2018 FORMS CHANGES

The following changes to the New Hampshire REALTORS Standard Forms were approved by the NHAR Executive Committee on June 13, 2018:

PURCHASE & SALES

Wire Fraud (Added within a box at the bottom of a page in the P&S.)

WIRE FRAUD ALERT. Sophisticated criminals are targeting the email accounts of real estate agents, title companies, settlement attorneys and others to generate fake wire transfer instructions designed to divert closing funds to the criminals. The emails are professionally created and look real. Buyer and Seller should not send personal information such as social security numbers, bank account numbers or credit card numbers except through secure email or personal delivery of the information. **Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number.**

Buyer _____ Seller _____

Insurance Language (Added.)

INSURANCE: The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, and other extended casualty risk by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on transfer of title, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER; or, at the option of BUYER, this Agreement may be rescinded, and the DEPOSIT refunded if any such loss exceeds \$_____.

Section 12

1) Expanded the lead disclosure requirements under RSA 477: 4-a; and 2) added state-manded language regarding DES regulations for arsenic.

CLAUSE LIBRARY

Back up Contract Clause (Added.)

The Parties agree that this Agreement is a contingent secondary agreement and becomes effective only if the Buyer receives notice in writing from the Seller that the primary Agreement has been terminated. The effective date for this agreement shall be the date the buyer receives written notice of the termination of the primary agreement. This Agreement terminates automatically upon the closing of the primary Agreement.

TRID Clause (Added.)

For the convenience of the sale and the Parties thereto, the Buyer and Seller agree that title to the personal property identified below shall transfer to the Buyer upon satisfactory closing of the transaction. The Buyer and Seller agree that the monetary value placed on the personal property is zero but that the transfer constitutes nonmonetary consideration given by the Seller to the Buyer to induce the Buyer to complete the transaction.

PROPERTY DISCLOSURE

Heating System/Solar Panels (Added before the comments section at Section 9.j.)

- Date heating system was last serviced and by whom
- Solar Panels
 - Leased ____
 - Owned ____
 - If leased, explain terms of agreement.