



# Partridgeberry Place

## Non-Binding Reservation Agreement

Date: \_\_\_\_\_ Unit Address: \_\_\_\_\_  
Buyer's Name: \_\_\_\_\_ Purchase Price: \_\_\_\_\_  
Buyer's Address: \_\_\_\_\_  
Deposit: \$1,000  
Home Phone: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Other Phone: \_\_\_\_\_

### TERMS AND CONDITIONS:

1. Buyer has been advised that Partridgeberry, LLC (the "Owner") is in the process of developing a cluster subdivision including common areas to be owned and maintained by a homeowner's association, on a parcel of land located off of Boxford Road, Ipswich, Massachusetts.
2. As confirmation of Buyer's interest in purchasing the above listed Unit (the "Reserved Unit") Buyer has made a Reservation Deposit with the Owner, and the Owner hereby agrees not to offer for sale the Reserved Unit to any other person until the Reservation Expiration Date.
3. Buyer has been advised that the Owner will continue to build the Reserved Unit during the reservation period, according to Owner's specifications and schedule. Changes, options or upgrades will not be accommodated into the design or schedule of the Unit until a valid Purchase and Sale Agreement is executed. A minimum 5% of purchase price deposit and non-refundable payment for changes must be made to Partridgeberry, LLC prior to incorporation of changes, placing of custom orders or changes in scheduling. At the time of such commitment, the Owner will inform Buyer of the ability to make such modifications.
4. On or before the Reservation Expiration Date, Buyer agrees either to: (a) enter into a written contract with the Owner for the purchase of the Reserved Unit or another available Unit, in which event the Owner shall apply the Reservation Deposit towards the full purchase price on the Unit selected by Buyer; or (b) notify the Owner in writing that Buyer does not wish to purchase the Reserved Unit, in which event the Owner shall return the Reservation Deposit to Buyer and all obligations and liabilities of the parties to each other shall thereupon terminate.
5. This is not a purchase agreement or contract of sale. No representations of any matter regarding the Reserved Unit, the homeowner's association, or any other matter have been made by the Owner, nor does the Owner make any such representations by this document. Upon execution of a purchase and sale agreement by the Buyer for the Unit, or upon expiration of the reservation period provided above and return of the Reservation Deposit to Buyer, this Reservation Agreement shall be null and void and of no further force or effect and Buyer shall have no claim against the Owner arising out of this Reservation Agreement.

IN WITNESS WHEREOF, the parties have set their hands on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

PARTRIDGEBERRY, LLC

By: \_\_\_\_\_, Buyer  
Mary B. Martins, Member \_\_\_\_\_, Buyer

A unique approach to traditional New England Living

A Martins Companies Community