

HOUSING NANTUCKET DWELLING DONATION AGREEMENT- TEMPLATE

I, XX Name XX (“Donor”) of XX City XX, XX State XX, for nonmonetary consideration as a charitable gift, hereby grant, sell, transfer, and deliver to the NHA Properties, Inc., A/K/A Housing Nantucket (“HN”), a duly organized Massachusetts nonprofit corporation, having a usual place of business at 15 Teasdale Circle, Nantucket, Massachusetts, 02554, the following personal property, that certain single family dwelling now located on the property known and numbered as XX address XX, Nantucket, Massachusetts (“Premises”), owned by Donor by virtue of a deed dated XX date XX, recorded as Document No. ##### on Certificate of Title No. ##### at the Nantucket Registry District of the Land Court. Said dwelling to be conveyed to HN by a Bill of Sale (substantially in the form attached hereto) at the time that the dwelling is removed from its foundation.

Donor hereby covenants with the HN that he is the lawful owner of said dwelling; that said dwelling is free from all encumbrances, except a mortgage registered as Document No. #####, on said Certificate of Title; that he has good right to sell the same as aforesaid; and that he will warrant and defend the same against the claims and demands of all persons, including under said mortgage.

These actions are done upon the following terms and conditions:

1. HN shall provide for the preparation removal of the dwelling from the property and shall comply with the other terms and conditions of this agreement at its sole cost, risk, and expense.
2. HN and its agents shall have reasonable access to the property and dwelling for that purpose, upon reasonable notice to Donor or his designee(s).
3. Donor shall remove his personal property from the dwelling by no later than two days prior to the removal of the dwelling, upon at 10 days notice of such removal date by HN.
4. The dwelling is transferred to HN in its “as is” condition and Donor specifically makes no representation or warranty as to the condition of such dwelling or its suitability for human habitation and further makes no representation or warranty of upkeep or maintenance between now and the removal of the dwelling from the premises. HN shall accept the dwelling in its then current condition and shall assume all responsibility for any damages which may be suffered in connection with the removal of the dwelling from the Premises.
5. Best efforts shall be used to remove the dwelling no later than XX DATE XX but under no circumstances shall the removal occur after XX DATE XX. If HN is unable

to remove the dwelling by this date, ownership shall remain with or revert to Donor and HN shall not be responsible for completing this agreement.

6. HN shall obtain or provide for all licenses and necessary permits, with proper public notices, to satisfy this agreement, and shall arrange and provide for the physical disconnection of all utilities (e.g., electric, cable gas, water, sewer, etc.). This Agreement shall act as authorization by the Donor for HN to act as its agent for such utility disconnections, and Donor shall cooperate with HN, as needed, to achieve such disconnections. In the event that the HN is unable to obtain all licenses and necessary permits, after a good faith and diligent effort, then this Agreement shall be null and void and of no further force and effect.
7. HN shall remove and dispose of all debris, including the foundation, and restore the site by reasonably grading and rough smoothing out the disturbed areas and the foundation hole, which shall be caved-in and smoothed. HN is not required to fill the foundation hole or vegetate the disturbed areas.
8. HN is not required to remove or dispose of the underground gas tank, the septic system, or the existing buried pipes and wires, but shall be responsible for any damage thereto, except for ordinary disconnection of such.
9. HN and its agents, employees, contractors, and workers shall maintain liability and property insurance to cover any or all loss or damage that may result from its removal of such dwelling from the property and shall name Donor as an additional insured on such insurance.
10. HN warrants and represents that it is a duly organized Massachusetts nonprofit corporation and that it has qualified for 501(3)(c) tax exempt status under the Internal Revenue Code. HN further agrees to cooperate with providing necessary or appropriate documentation to the Donor or his agents, and to the government, as appropriate for any tax issues related to this donation.
11. In the event that the HN is unable to remove the dwelling from its foundation, after a good faith and diligent effort, then this Agreement shall be null and void and of no further force and effect.
12. Each party shall bear their own costs and expenses related to this agreement, without recourse to either party herein if Donor terminates the agreement or if HN fails to remove the dwelling from its foundation.
13. HN shall be responsible for any damage to persons or property once it is in possession of the dwelling, and shall indemnify and hold Donor harmless from all claims against Donor arising out of the preparation, removal, and transport of the dwelling from the premises by HN or otherwise related to the terms of this agreement.

14. HN shall be responsible for and repair any property damage associated with transporting the dwelling from its current foundation to its destination foundation.
15. At least 15 days prior to the commencement of the contemplated removal, HN shall provide Seller with certificates of workers' compensation insurance satisfactory to Seller for all contractors who will be performing work on removing the Dwelling from the Premises. HN will also provide Donor with copies of all permits, contracts, documents, and plans associated with the removal of the dwelling from the Premises, including a landscaping and site mitigation and management plan to be approved by Donor, and with releases of mechanic's liens from all contractors, as requested and prior to the delivery of the Bill of Sale.
16. HN may sell the dwelling to a third party after it is transferred to HN. HN may assign its rights and obligations under this agreement, except for the right to receive possession of the dwelling from the Donor. This agreement shall be binding upon the successors and assigns of the parties hereto.
17. This agreement shall supersede any and all prior agreements or understandings between the parties hereto with respect to the subject matter hereof. There are no verbal agreements between the parties. This agreement may not be amended or revised except by a writing signed by parties hereto. The execution, interpretation and performance of this agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Executed and sealed this ____ day of _____, 20xx.

Witness:

Donor

XX Name XX

WITNESS:

NHA Properties Inc.

BY:

XX Name XX , Board President

BILL OF SALE
XX Address XX
Dwelling Only

I, XX Name XX, for nonmonetary consideration as a charitable gift hereby grant, sell, transfer, and deliver to the NHA Properties, Inc., A/K/A Housing Nantucket, a duly organized Massachusetts nonprofit corporation, having a usual place of business at 15 Teasdale Circle, Nantucket, Massachusetts, 02554, the following personal property, that certain single family dwelling now located on the property known and numbered as XX Address XX, Nantucket, Massachusetts, owned by virtue of a deed dated XX Date XX, recorded as Document No. ##### on Certificate of Title No. ##### at the Nantucket Registry District of the Land Court.

I hereby covenant that I am the lawful owner of said dwelling; that said dwelling is free from all encumbrances, except a mortgage registered as Document No #####, on said Certificate of Title; that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the claims and demands of all persons, including under said mortgage.

Executed and sealed on _____, 20xx.

WITNESS:

DONOR:

XX Name XX

RECIPIENT:

NHA Properties Inc.

WITNESS:

BY:

XX Name XX, Board President

**AGREEMENT AND ASSIGNMENT
OF RIGHTS AND OBLIGATIONS**

NHA Properties, Inc., A/K/A Housing Nantucket ("HN"), a duly organized Massachusetts nonprofit corporation, having a usual place of business at 15 Teasdale Circle, Nantucket, Massachusetts, 02554, is party to an agreement between HN and XX Name XX, dated _____, 20xx (attached hereto). Said agreement is for HN to receive possession of and remove the following personal property, that certain single family dwelling now located on the property known and numbered as XX Address XX, Nantucket, Massachusetts ("Premises"), owned by XX Donor XX by virtue of a deed dated XX date XX, recorded as Document No. ##### on Certificate of Title No. ##### at the Nantucket Registry District of the Land Court.

HN agrees to sell said dwelling to _____ (Buyer), of _____, for and in consideration of _____, to be provided in full upon the delivery of a Bill of Sale for said dwelling, substantially in the form attached hereto. The sale is conditioned upon 1) the Buyer accepting assignment of and providing for all of HN's rights and obligations under said agreement, except the right to receive possession of the dwelling from XX Donor Name XX, and 2) the satisfactory completion of said agreement. HN assigns such rights and obligations and the Buyer accepts such assignment and agrees to be bound by said agreement.

Buyer shall indemnify and hold HN and XX Donor Name XX harmless from all claims against either of them arising out of the preparation, removal, and transport of the dwelling from the premises to its destination, or otherwise related to the terms of said assigned agreement.

Executed and sealed on _____ 20xx.

WITNESS:

SELLER:

NHA Properties Inc.

BY: _____

XX Name XX , Board President

WITNESS:

BUYER:

BILL OF SALE
XX Address XX
Dwelling Only

NHA Properties, Inc., A/K/A Housing Nantucket (“HN”), a duly organized Massachusetts nonprofit corporation, having a usual place of business at 15 Teasdale Circle, Nantucket, Massachusetts, 02554, hereby sells the following personal property, that certain single family dwelling now located on the property known and numbered as XX Address XX, Nantucket, Massachusetts, to _____ (“Buyer”), of _____.

HN covenants that it is the lawful owner of said dwelling; that said dwelling is free from all encumbrances; that it has good right to sell the same as aforesaid; and that it will warrant and defend the same against the claims and demands of all persons.

For HN’s ownership, see a deed dated XX Date XX, recorded as Document No. ##### on Certificate of Title No. ##### at the Nantucket Registry District of the Land Court and a Bill of Sale from such record owner, XX Donor Name XX, to HN dated _____, 20xx, and attached hereto.

Executed and sealed on _____ 20xx.

WITNESS:

SELLER:

NHA Properties Inc.

BY: _____

XX Name XX , Board President

WITNESS:

BUYER:
