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## *Dave Windsor's 'Alaska Real Estate'*

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# How Your Contract Is Written

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When the Sumerians and Akkadians dominated Mesopotamia 5,000 years ago, conflicts did arise over the precious waters of the Tigris and Euphrates rivers. Real estate transactions were conducted with spear, arrow and, later, the sword. Within the one tribe, contracts could be verbally made or made by symbolic ritual. Acquiring land, or even livestock, was very unsophisticated by today's standards.

Over millennia, contracts evolved from symbolic and verbal to written forms, especially after the invention of paper and ink.

Even with today's advanced technological mechanisms for constructing an agreement, such as the purchase and sale of real estate in a written form, misunderstandings still occur and parties to it may well have preferred ancient techniques of spear and sword to the endless exchange of emails and texts.

**The fault for contractual misunderstandings is how your contract is written and how it is read.**

Realtors are authorized to fill out forms pre-designed by Attorneys but they run serious risks when inventing additional terms that are not prepared by appropriately

qualified legal practitioners. Be very careful signing real estate documents especially if additional terms are added to the standard 10 page MLS printed contract.

For example, lines 16 through 18 of Page 9 warn you of the legal consequences of your signature. Even the MLS draft Purchase and Sale Agreement has limitations, but do be very careful that terms added by your real estate licensee are accurately and definitively stated.

Many buyers and sellers are totally shocked when, during the 45 day incubation of the actual closing, things happen and they wonder why it's their fault!

Well, read the contract and be sure your Realtor explains it. Do you for example, understand Paragraph 19 on Page 6 regarding "Time is of the Essence"? Do you, as a buyer, understand your legal obligations under Paragraph 3 (b), especially those tricky little sub-sections (i) through (vi) on Page 2 concerning financing? You can so easily lose the house you are buying.

Did someone say the Pen is mightier than the Sword? Well, it is, but only if you can read, and your Real Estate Licensee can write. In other countries the Real Estate Contract can only, lawfully, be handled by a practicing Attorney. In the United States many

real estate transactions end up with Attorneys because they don't start with them. Both Realtor and Client should pay due respect to the wording of contracts and avoid tribal disputes.

