

**NOTICE  
TO BUYER AND SELLER  
READ THIS NOTICE BEFORE SIGNING THE CONTRACT**

The Law requires real estate brokers to give you the following information before you sign this contract. It requires us to tell you that you must read all of it before you sign. The purpose is to help you in this purchase or sale.

1) As a real estate broker, I represent:  the seller, not the buyer;  the buyer, not the seller;  both the seller and the buyer;  neither the seller nor the buyer. The title company does not represent either the seller or the buyer.

2) You will not get any legal advice unless you have your own lawyer. Neither I nor anyone from the title company can give legal advice to either the buyer or the seller. If you do not hire a lawyer, no one will represent you in legal matters now or at the closing. Neither I nor the title company will represent you in those matters.

3) The contract is the most important part of the transaction. It determines your rights, risks, and obligations. Signing the contract is a big step. A lawyer would review the contract, help you to understand it, and to negotiate its terms.

4) The contract becomes final and binding unless your lawyer cancels it within the following three business days. If you do not have a lawyer, you cannot change or cancel the contract unless the other party agrees. Neither can the real estate broker nor the title insurance company change the contract.

5) Another important service of a lawyer is to order a survey, title report, or other important reports. The lawyer will review them and help to resolve any questions that may arise about the ownership and condition of the property. These reports and survey can cost you a lot of money. A lawyer will also prepare the documents needed to close title and represent you at the closing.

6) A buyer without a lawyer runs special risks. Only a lawyer can advise a buyer about what to do if problems arise concerning the purchase of this property. The problems may be about the seller's title, the size and shape of the property, or other matters that may affect the value of the property. If either the broker or the title company knows about the problems, they should tell you. But they may not recognize the problem, see it from your point of view, or know what to do. Ordinarily, the broker and the title company have an interest in seeing that the sale is completed, because only then do they usually receive their commissions. So, their interests may differ from yours.

7) Whether you retain a lawyer is up to you. It is your decision. The purpose of this notice is to make sure that you have the information needed to make your decision.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Selling Broker

\_\_\_\_\_  
Date



NEW JERSEY ASSOCIATION OF REALTORS® STANDARD FORM OF REAL ESTATE CONTRACT

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THIS FORM MAY BE USED ONLY IN THE SALE OF A ONE TO FOUR FAMILY RESIDENTIAL PROPERTY OR VACANT ONE FAMILY LOTS. THIS FORM IS SUITABLE FOR USE ONLY WHERE THE SELLER HAS PREVIOUSLY EXECUTED A WRITTEN LISTING AGREEMENT.

THIS IS A LEGALLY BINDING CONTRACT THAT WILL BECOME FINAL WITHIN THREE BUSINESS DAYS. DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND/OR CANCEL THE CONTRACT. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.

CONTRACT OF SALE

1. PURCHASE AGREEMENT AND PROPERTY DESCRIPTION:

\_\_\_\_\_, Buyer,

whose address is \_\_\_\_\_

AGREES TO PURCHASE FROM

\_\_\_\_\_, Seller,

whose address is \_\_\_\_\_

THROUGH THE BROKER(S) NAMED IN THIS AGREEMENT AT THE PRICE AND TERMS STATED BELOW, THE FOLLOWING PROPERTY:

Property Address: \_\_\_\_\_

Shown on the municipal tax map of \_\_\_\_\_

County \_\_\_\_\_

As Lot \_\_\_\_\_ Block \_\_\_\_\_ Approximate size of lot \_\_\_\_\_

THE WORDS "BUYER" AND "SELLER" INCLUDE ALL BUYERS AND SELLERS LISTED ABOVE.

2. PURCHASE PRICE: THE TOTAL PURCHASE PRICE IS: \$ \_\_\_\_\_

3. MANNER OF PAYMENT:

(A) Deposit paid by Buyer on signing of this Agreement to [ ] Listing Broker or [ ] Participating Broker, by [ ] cash or [ ] check, for which this is a receipt: \$ \_\_\_\_\_

(B) Additional deposit to be paid by Buyer on or before \_\_\_\_\_ (date): \$ \_\_\_\_\_

All deposit monies paid by the Buyer shall be held in escrow in the NON-INTEREST BEARING TRUST ACCOUNT of \_\_\_\_\_, Escrowee, until closing of title, at which time all monies shall be paid over to the Seller. The deposit monies shall not be paid over to the Seller prior to the closing of title, unless agreed in writing by both the Buyer and Seller. In the event the Buyer and Seller cannot agree on the disbursement of these escrow monies, the Escrowee may place the deposit monies in Court requesting the Court to resolve the dispute.

(C) IF PERFORMANCE BY BUYER IS CONTINGENT UPON OBTAINING A MORTGAGE.

The Buyer agrees to apply immediately for a mortgage loan through any lending institution of the Buyer's choice or the office of the Listing Broker or the Participating Broker. The application shall be furnished by the Buyer in writing on an application form prescribed by the lending institution to which the application shall be submitted. Buyer shall also furnish, in a timely manner, such other documents and information as is usually required by said lending institution. Failure of Buyer to comply with the foregoing, in good faith, shall be deemed a breach of this Contract of Sale. The amount of mortgage loan required by the Buyer is \$ \_\_\_\_\_ and will be what is commonly known as the [ ] (F.H.A.) [ ] (V.A.) [ ] (Conventional) [ ] (A.R.M.) \_\_\_\_\_ year direct reduction plan with interest at not more than \_\_\_\_\_ % and not more than \_\_\_\_\_ Points. Buyer agrees to pay not more than \_\_\_\_\_ Points. Seller agrees to pay not more than \_\_\_\_\_ Points. IF THE MORTGAGE LOAN HAS NOT BEEN ARRANGED, OR IF THE BUYER HAS NOT NOTIFIED SELLER OF BUYER'S DECISION TO COMPLETE THE TRANSACTION WITHOUT OBTAINING A MORTGAGE COMMITMENT, ON OR BEFORE \_\_\_\_\_ (Date) THEN EITHER BUYER OR SELLER MAY VOID THIS AGREEMENT BY WRITTEN NOTICE TO THE OTHER PARTY. The method of notifying the other party shall be in accordance with Section 21 of the Agreement. \$ \_\_\_\_\_

(D) BALANCE OF PURCHASE PRICE.

The balance of the purchase price shall be paid by cash, certified check or Attorney's Trust Account check on delivery of a \_\_\_\_\_ (Type of Deed). Title to the Property will be free from all claims or rights of others, except as described in Sections 6, 7 and 8 of this Agreement. The deed shall contain the full legal description of the Property. Payment of the balance of the purchase price by Buyer and delivery of the deed and affidavit of title by Seller occur at the "Closing." The Closing will take place on or before \_\_\_\_\_, at the office of \_\_\_\_\_ or such other place as the Seller and the Buyer may agree. \$ \_\_\_\_\_

TOTAL PURCHASE PRICE: \$ \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_

Seller's Initials: \_\_\_\_\_

67 **4. BUYER FINANCIALLY ABLE TO CLOSE:**

68 Buyer represents that Buyer has sufficient cash available (together with the mortgage referred to in Section 3) to  
69 complete this purchase.

70  
71 **5. ACCURATE DISCLOSURE OF SELLING PRICE:**

72 The Buyer and Seller certify that this Contract accurately reflects the gross sale price as indicated on line  
73 sixty-three (63) of this Contract. The Buyer and Seller **UNDERSTAND AND AGREE** that **THIS INFORMATION**  
74 **SHALL BE DISCLOSED** to the Internal Revenue Service as required by law.

75  
76 **6. TENANTS, IF ANY:**

77 This sale is made subject to the following tenancies. The Seller warrants that these tenancies are not in violation of  
78 existing Municipal, County, State or Federal rules, regulations or laws.

79 NAME	LOCATION	RENT	SECURITY DEPOSIT	TERM
80				
81				
82				

83 **7. QUALITY OF TITLE:**

84 This sale will be subject to easements and restrictions of record, if any, and such state of facts as an accurate survey  
85 might disclose. Generally, an easement is a right of a person other than the owner of Property to use a portion of the  
86 Property for a special purpose. A restriction is a recorded limitation on the manner in which a Property owner may use  
87 his/her/their Property. The Buyer does not have to complete the purchase, however, if any easement, restriction, or  
88 facts disclosed by an accurate survey would substantially interfere with the use of the Property for residential  
89 purposes. The sale will also be made subject to applicable zoning ordinances.

90 Title to the Property shall be good, marketable and insurable, at regular rates, by any title insurance company  
91 licensed to do business in the State of New Jersey, subject only to the claims and rights described in this section and  
92 Section 6. Buyer agrees to order title insurance commitment (title search) and survey if necessary and to furnish copies  
93 to Seller. In the event Seller's title shall contain any exceptions other than as set forth in this paragraph, Buyer shall  
94 notify Seller and Seller shall have 30 days within which to eliminate those exceptions. If Seller cannot remove those  
95 exceptions, Buyer shall have the option to void this Contract or to proceed with closing of title without any reduction  
96 in the purchase price. If Buyer elects to void this Contract, as provided in the preceding sentence, the deposit money  
97 shall be returned to Buyer and Seller shall reimburse Buyer for search and survey expenses not exceeding  
98 \_\_\_\_\_ dollars.  
99

100 **8. BUILDING AND ZONING LAWS:**

101 The Buyer intends to use the Property as a \_\_\_\_\_ family home. The Seller states, to the best  
102 of the Seller's knowledge, that this use does not violate any applicable zoning ordinance, building code or other law.  
103 The Seller will pay for and obtain Certificate of Occupancy, Certificate of Land Use Compliance or other similar  
104 document required by law and will arrange and pay for all inspections required to obtain such document. **SELLER**  
105 **AGREES TO CORRECT ALL VIOLATIONS, AT THE SELLER'S OWN EXPENSE, PRIOR TO THE**  
106 **CLOSING OF TITLE.**

107  
108 **9. ITEMS INCLUDED IN SALE:**

109 Gas and electric fixtures, cooking ranges and ovens, hot water heaters, linoleum, T.V. antenna, screens, storm sash,  
110 shades, blinds, awnings, radiator covers, heating apparatus and sump pump, if any, except where owned by tenants,  
111 are included in this sale. All of the appliances shall be in working order as of the closing of title. **This provision shall**  
112 **not survive closing of title.** This means that the Seller **DOES NOT GUARANTEE** the condition of the appliances  
113 **AFTER** the deed and affidavit of title have been delivered to the Buyer at the "Closing". **The following items are**  
114 **also specifically included:**

115  
116  
117  
118  
119 **10. ITEMS EXCLUDED FROM SALE:**

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121  
122  
123 **11. ASSESSMENTS:**

124 All confirmed assessments and all unconfirmed assessments which may be imposed by the municipality for public  
125 improvements which have been completed as of the date of Closing are to be paid in full by the Seller or credited to  
126 the Buyer at the Closing. A confirmed assessment is a lien (legal claim) against the Property. An unconfirmed  
127 assessment is a potential lien (legal claim) which, when approved by the appropriate governmental body, will become  
128 a legal claim against the Property.

129  
130 **12. FINAL INSPECTION:**

131 Seller agrees to permit the Buyer or the Buyer's duly authorized representative to examine the interior and exterior  
132 of the Property at any reasonable time immediately before Closing.

133  
134 **13. NEW JERSEY HOTEL AND MULTIPLE DWELLING HEALTH AND SAFETY ACT:**

135 If the New Jersey Hotel and Multiple Dwelling Health and Safety Act applies to the Property, the Seller represents  
136 that the Property complies with the requirements of the Act.

137  
138 **14. NO ASSIGNMENT:**

139 This Agreement shall not be assigned without the written consent of the Seller. This means that the Buyer may not  
140 transfer to anyone else his/her/their rights under this Agreement to buy the Property.  
141

142 **15. RISK OF LOSS:**

143 The risk of loss or damage to the Property by fire or otherwise, except ordinary wear and tear, is on the Seller until  
144 the Closing.

145  
146 **16. ADJUSTMENTS AT CLOSING; RIGHTS TO POSSESSION:**

147 Rents, water charges, sewer charges, real estate taxes, interest on any existing mortgage to be assumed by Buyer,  
148 and fuel are to be apportioned as of the date of actual closing of title. The Buyer shall be entitled to possession of the  
149 Property and any rents or profits from the Property, immediately upon the delivery of the deed and closing of title. The  
150 Seller shall have the privilege of paying off any person with a claim or right affecting the Property from the proceeds  
151 of this sale at the time of Closing.

152  
153 **17. MAINTENANCE AND CONDITION OF PROPERTY:**

154 The Seller agrees to maintain the grounds, buildings and improvements, in good condition, subject to ordinary  
155 wear and tear. The premises shall be in "broom clean" condition and free of debris on the date of Closing. Seller  
156 represents that all electrical, plumbing, heating and air conditioning systems (if applicable), together with all fixtures  
157 included within the terms of the Agreement now work and shall be in proper working order at the time of Closing.  
158 Seller further states, that to the best of Seller's knowledge, there are currently no leaks or seepage in the roof, walls or  
159 basement **UNLESS OTHERWISE INDICATED IN THE ADDITIONAL CONTRACTUAL PROVISIONS**  
160 **SECTION (Section 34) OF THIS AGREEMENT. ALL REPRESENTATIONS AND/OR STATEMENTS**  
161 **MADE BY THE SELLER, IN THIS SECTION, SHALL NOT SURVIVE CLOSING OF TITLE.** This means  
162 that the Seller DOES NOT GUARANTEE the condition of the premises **AFTER** the deed and affidavit of title have  
163 been delivered to the Buyer at the "Closing".

164  
165 **18. LEAD-BASED PAINT DOCUMENT ACKNOWLEDGMENT: (Applies to dwellings built before 1978)**

166 Buyer acknowledges receipt of the EPA pamphlet entitled "Protect Your Family From Lead In Your Home."  
167 Moreover, a copy of a document entitled "Disclosure of Information and Acknowledgment Lead-Based Paint and  
168 Lead-Based Paint Hazards" has been fully completed and signed by Buyer, Seller and Broker(s) and is appended to  
169 this Agreement as Addendum "A" and is part of this Agreement.

170  
171 **19. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARD CONTINGENCY CLAUSE:**

172 **(This paragraph is applicable to all dwellings built prior to 1978. The law requires that unless the Buyer and**  
173 **Seller agree to a longer or shorter period, Seller must allow Buyer a ten-day (10) period within which to**  
174 **complete an inspection and/or risk assessment of the Property. Buyer, however, has the right to waive this**  
175 **clause in its entirety.)**

176 This Agreement is contingent upon an inspection and/or risk assessment (the "Inspection") of the Property by a  
177 certified inspector/risk assessor for the presence of lead-based paint and/or lead-based paint hazards. The Inspection  
178 shall be ordered and obtained by the Buyer at the Buyer's expense, within ten (10) calendar days after the termination  
179 of the Attorney Review period set forth in Section 24 of this Agreement (the "Completion Date"). If the Inspection  
180 indicates that no lead-based paint or lead-based paint hazard is present at the Property, this contingency clause shall be  
181 deemed to be null and void. If the Inspection indicates that lead-based paint or lead-based paint hazard is present at the  
182 Property, this contingency clause will terminate at the time set forth above unless within (5) days from the Completion  
183 Date, the Buyer delivers a copy of the inspection and/or risk assessment report to the Seller and Broker(s) and (a)  
184 advises Seller and Broker(s), in writing, that Buyer is voiding this Agreement; or (b) delivers to Seller and Broker(s) a  
185 written amendment (the "Amendment") to this Agreement listing the specific existing deficiencies and corrections  
186 required by the Buyer. The Amendment shall provide that the Seller agrees to (a) correct the deficiencies; and (b)  
187 furnish the Buyer with a certification from a certified inspector/risk assessor that the deficiencies have been corrected,  
188 before the date of Closing. The Seller shall have \_\_\_\_\_ days after receipt of the Amendment to sign and return it to  
189 Buyer or send a written counter-proposal to Buyer. If Seller does not sign and return the Amendment or fails to offer a  
190 counter-proposal, this Agreement shall be null and void. In the event Seller offers a counter-proposal, Buyer shall  
191 have \_\_\_\_\_ days after receipt of the counter-proposal to accept it. If the Buyer fails to accept the counter-proposal  
192 within the time limit provided, this Agreement shall be null and void.

193  
194 **20. INSPECTION CONTINGENCY CLAUSE:**

195 **(a) Responsibilities of Home Ownership**

196 The Buyer and Seller acknowledge and agree that because the purchase of a home is one of the most significant  
197 investments a person can make in a lifetime, all aspects of this transaction require considerable analysis and  
198 investigation by Buyer before closing title to the Property. While the Broker(s) and Salesperson(s) who are involved in  
199 this transaction are trained as licensees under the License Law of the State of New Jersey, they readily acknowledge  
200 that they have had no special training or experience with respect to the complexities pertaining to the multitude of  
201 structural, topographical and environmental components of this Property. For example, and not by way of limitation,  
202 the Broker(s) and Salesperson(s) have no special training, knowledge or experience with regard to discovering and/or  
203 evaluating physical defects including structural defects, roof, basement, mechanical equipment such as heating, air  
204 conditioning, electrical systems, sewage, plumbing, exterior drainage, termite and other types of insect infestation or  
205 damage caused by such infestation. Moreover, the Broker(s) and Salesperson(s) similarly have no special training,  
206 knowledge or experience with regard to evaluation of possible environmental conditions which might affect the  
207 Property pertaining to the dwelling such as the existence of radon gas, formaldehyde gas, airborne asbestos fibers,  
208 toxic chemicals, underground storage tanks, lead, mold or other pollutants in the soil, air or water.

209  
210 **(b) Radon Testing, Reports and Mitigation**

211 **(Radon is a radioactive gas which results from the natural breakdown of uranium in soil, rock and**  
212 **water. It has been found in homes all over the United States and is a carcinogen. For more information on**  
213 **radon go to [www.epa.gov/iaq/radon/pubs/hmbyguid.html](http://www.epa.gov/iaq/radon/pubs/hmbyguid.html) or [www.state.nj.us/dep/rpp/radon/index.htm](http://www.state.nj.us/dep/rpp/radon/index.htm) or call**  
214 **the NJ Radon Hot Line at 1-800-648-0394 or 1-609-984-5425)**

215 If the Property has been tested for radon prior to the date of this Agreement, Seller agrees to provide to the  
216 Buyer, at the time of the execution of this Agreement, a copy of the result of the radon test(s) and evidence of any  
217

218  
NJAR form-118-5/04 Page 4 of 8 Better Homes NJ, VRI Realtors  
Buyer's Initials: \_\_\_\_\_ Seller's Initials: \_\_\_\_\_

219 subsequent radon mitigation or treatment of the Property. In any event, Buyer shall have the right to conduct a radon  
220 inspection/test as provided and subject to the conditions set forth in subparagraph (C) below. If any test results  
221 furnished or obtained by Buyer indicate a concentration level of 4 picocuries per liter (4.0 pCi/L) or more in the  
222 subject dwelling, Buyer shall then have the right to void this Agreement by notifying the Seller in writing within seven  
223 (7) calendar days of the receipt of any such report. For the purposes of this Paragraph 20, Seller and Buyer agree that  
224 in the event a radon gas concentration level in the subject dwelling is determined to be less than 4 picocuries per liter  
225 (4.0 pCi/L) without any remediation, such level of radon gas concentration shall be deemed to be an acceptable level  
226 ("Acceptable Level") for the purposes of this Agreement. Under those circumstances, the Seller shall be under no  
227 obligation to remediate, and this contingency clause as it relates to radon shall be deemed fully satisfied.

228 If the Buyer's qualified inspector reports that the radon gas concentration level in the subject dwelling is four  
229 picocuries per liter (4.0 pCi/L) or more, Seller shall have a seven (7) calendar day period after receipt of such report to  
230 notify Buyer in writing that the Seller agrees to remediate the gas concentration to an Acceptable Level (unless the  
231 Buyer has voided this Agreement as provided in the preceding paragraph). Upon such remediation, the contingency in  
232 this Agreement which relates to radon shall be deemed fully satisfied. If Seller fails to notify Buyer of Seller's  
233 agreement to so remediate, such failure to so notify shall be deemed to be a refusal by Seller to remediate the radon  
234 level to an Acceptable Level, and Buyer shall then have the right to void this Agreement by notifying the Seller in  
235 writing within seven (7) calendar days thereafter. If Buyer shall fail to void this Contract within the seven (7) day  
236 period, the Buyer shall have waived his right to cancel this Contract, and this Contract shall remain in full force and  
237 effect, and Seller shall be under no obligation to remediate the radon gas concentration. If Seller shall agree to  
238 remediate the radon to an Acceptable Level, such remediation and associated testing shall be completed by Seller prior  
239 to the closing of title.

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241

242 **(c) Buyer's Rights To Inspections**

243 The Buyer acknowledges that the Property is being sold in an "AS IS" condition and that this Agreement is  
244 entered into based upon the knowledge of the Buyer as to the value of the land and whatever buildings are upon the  
245 Property, and not on any representation made by the Seller, the named Broker(s) or their agents as to character or  
246 quality. Therefore, the Buyer, at the Buyer's sole cost and expense, is granted the right to have the dwelling and all  
247 other aspects of the Property, inspected and evaluated by "qualified inspectors" (as the term is defined in paragraph (f)  
248 below) for the purpose of determining the existence of any physical defects or environmental conditions such as  
249 outlined above. If Buyer chooses to make the inspections referred to in this paragraph, such inspections must be  
250 completed, and written reports must be furnished to the Seller listed in Section 1 and Broker(s) listed in Section 26 of  
251 this Agreement within \_\_\_\_\_ calendar days after the end of the Attorney Review Period set forth in Section 24 of this  
252 Agreement. If Buyer shall fail to furnish such written reports to the Seller and Broker(s) within the time period  
253 specified in this paragraph, this contingency clause shall be deemed waived by Buyer, and the Property shall be  
254 deemed acceptable by Buyer. The time period for furnishing the inspection reports is referred to as the "Inspection  
255 Time Period."

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258 **(d) Responsibilities to Cure**

259 If any physical defects, or environmental conditions (other than radon) are reported by the inspectors to the  
260 Seller within the Inspection Time Period, the Seller shall then have seven (7) calendar days after the receipt of such  
261 reports to notify the Buyer in writing that the Seller shall correct or cure any of the defects set forth in such reports. If  
262 Seller shall fail to notify Buyer of Seller's agreement to so cure and correct, such failure to so notify shall be deemed  
263 to be a refusal by Seller to cure or correct such defects. If Seller shall fail to agree to cure or correct such defects  
264 within said seven (7) day period, or if any part of the dwelling is found to be located within a flood hazard area, or if  
265 the environmental condition at the Property (other than radon) is incurable and is of such significance as to  
266 unreasonably endanger the health of the Buyer, the Buyer shall then have the right to void this Contract by notifying  
267 the Seller in writing within seven (7) calendar days thereafter. If Buyer shall fail to void this Contract within the seven  
268 (7) day period, the Buyer shall have waived his right to cancel this Contract and this Contract shall remain in full  
269 force, and Seller shall be under no obligation to correct or cure any of the defects set forth in the inspections. If Seller  
270 shall agree to correct or cure such defects, all such repair work shall be completed by Seller prior to the closing of title.  
271 Radon at the Property shall be governed by the provisions of Paragraph (b), above.

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274 **(e) Flood Hazard Area (delete if not applicable)**

275 Buyer acknowledges that the Property is within a flood hazard area, and Buyer waives Buyer's right to void this  
276 Agreement for such reason.

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278

279 **(f) Qualifications of Inspectors**

280 Where the term "qualified inspectors" is used in this Contract, it is intended to refer to persons who are licensed  
281 by the State of New Jersey for such purpose or who are regularly engaged in the business of inspecting residential  
282 properties for a fee and who generally maintain good reputations for skill and integrity in their area of expertise.

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285 **21. NOTICES:**

286 All notices as required in this Contract must be in writing. All notices shall be by certified mail, by telegram,  
287 telefax or by delivering it personally. The telegram, certified letter or telefax will be effective upon sending. The  
288 personal delivery will be effective upon delivery to the other party. Notices to the Seller shall be addressed to the  
289 address that appears on line fifteen (15) of this Contract. Notice to the Buyer shall be addressed to the address that  
290 appears on line five (5) of this Contract.

291  
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293 **22. MEGAN'S LAW STATEMENT:**

294 **UNDER NEW JERSEY LAW, THE COUNTY PROSECUTOR DETERMINES WHETHER AND HOW**  
295 **TO PROVIDE NOTICE OF THE PRESENCE OF CONVICTED SEX OFFENDERS IN AN AREA. IN**  
296 **THEIR PROFESSIONAL CAPACITY, REAL ESTATE LICENSEES ARE NOT ENTITLED TO**  
297 **NOTIFICATION BY THE COUNTY PROSECUTOR UNDER MEGAN'S LAW AND ARE UNABLE TO**  
298 **OBTAIN SUCH INFORMATION FOR YOU. UPON CLOSING, THE COUNTY PROSECUTOR MAY BE**  
299 **CONTACTED FOR SUCH FURTHER INFORMATION AS MAY BE DISCLOSABLE TO YOU.**

300

296 **23. NOTICE ON OFF-SITE CONDITIONS: (Applicable to all resale transactions)**  
297 **PURSUANT TO THE NEW RESIDENTIAL CONSTRUCTION OFF-SITE CONDITIONS DISCLOSURE**  
298 **ACT, P.L. 1995, C. 253, THE CLERKS OF MUNICIPALITIES IN NEW JERSEY MAINTAIN LISTS OF**  
299 **OFF-SITE CONDITIONS WHICH MAY AFFECT THE VALUE OF RESIDENTIAL PROPERTIES IN THE**  
300 **VICINITY OF THE OFF-SITE CONDITION. PURCHASERS MAY EXAMINE THE LISTS AND ARE**  
301 **ENCOURAGED TO INDEPENDENTLY INVESTIGATE THE AREA SURROUNDING THIS PROPERTY**  
302 **IN ORDER TO BECOME FAMILIAR WITH ANY OFF-SITE CONDITIONS WHICH MAY AFFECT THE**  
303 **VALUE OF THE PROPERTY. IN CASES WHERE A PROPERTY IS LOCATED NEAR THE BORDER OF**  
304 **A MUNICIPALITY, PURCHASERS MAY WISH TO ALSO EXAMINE THE LIST MAINTAINED BY THE**  
305 **NEIGHBORING MUNICIPALITY.**

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310 **24. ATTORNEY REVIEW CLAUSE:**

311 **(1) Study by Attorney**

312 The Buyer or the Seller may choose to have an attorney study this Contract. If an attorney is consulted, the  
313 attorney must complete his or her review of the Contract within a three-day period. This Contract will be legally  
314 binding at the end of this three-day period unless an attorney for the Buyer or the Seller reviews and disapproves of  
315 the Contract.

316  
317 **(2) Counting the Time**

318 You count the three days from the date of delivery of the signed Contract to the Buyer and Seller. You do not  
319 count Saturdays, Sundays or legal holidays. The Buyer and the Seller may agree in writing to extend the three-day  
320 period for attorney review.

321  
322 **(3) Notice of Disapproval**

323 If an attorney for the Buyer or the Seller reviews and disapproves of this Contract, the attorney must notify the  
324 REALTOR<sup>®</sup> (S) and the other party named in this Contract within the three-day period. Otherwise this Contract  
325 will be legally binding as written. The attorney must send the notice of disapproval to the REALTOR<sup>®</sup> (S) by  
326 certified mail, by telegram, or by delivering it personally. The telegram or certified letter will be effective upon  
327 sending. The personal delivery will be effective upon delivery to the REALTOR<sup>®</sup> (S) Office. The attorney may also,  
328 but need not, inform the REALTOR<sup>®</sup> (S) of any suggested revision(s) in the Contract that would make it satisfactory.

329  
330 **25. ENTIRE AGREEMENT; PARTIES LIABLE:**

331 This Agreement contains the entire agreement of the parties. No representations have been made by any of the  
332 parties, the Broker(s) or his/her/their agents except as set forth in this Agreement. This Agreement is binding upon all  
333 parties who sign it and all who succeed to their rights and responsibilities.

334  
335 **26. BROKER'S COMMISSION:**

336 The commission, in accord with the previously executed listing agreement, shall be due and payable at the time of  
337 actual closing of title and payment by Buyer of the purchase consideration for the Property. The Seller hereby  
338 authorizes and instructs the Buyer's attorney, or the Buyer's title insurance company or whomever is the disbursing  
339 agent to pay the full commission as set forth below to the below mentioned Broker/Brokers out of the proceeds of sale  
340 prior to the payment of any such funds to the Seller. Buyer consents to the disbursing agent making the said  
341 disbursements.

342  
343 **COMMISSION IN ACCORD WITH PREVIOUSLY EXECUTED**  
344 **LISTING AGREEMENT, LESS PARTICIPATING BROKER'S**  
345 **COMMISSION (IF ANY)**

346 \_\_\_\_\_  
347 Listing Broker

348 \_\_\_\_\_  
349 Address and Telephone #

350 \_\_\_\_\_  
351 Participating Broker

352 \_\_\_\_\_  
353 Commission

354 \_\_\_\_\_  
355 Address and Telephone #

356  
357

358 **27. FAILURE OF BUYER OR SELLER TO SETTLE:**

359 In the event the Seller willfully fails to close title to the Property in accordance with this Contract, the Buyer may  
360 commence any legal or equitable action to which the Buyer may be entitled. In the event the Buyer fails to close title  
361 in accordance with this Contract, the Seller then may commence an action for damages it has suffered, and, in such  
362 case, the deposit monies paid on account of the purchase price shall be applied against such damages. In the event the  
363 Seller breaches this Contract, Seller will, nevertheless, be liable to the Broker for commissions in the amount set forth  
364 in this Contract.

365  
366 **28. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT:**

367 By signing below the sellers and purchasers acknowledge they received the Consumer Information Statement on  
368 New Jersey Real Estate Relationships from the brokerage firms involved in this transaction prior to the first showing  
369 of the property.

370  
371  
372

373 **29. DECLARATION OF LICENSEE BUSINESS RELATIONSHIP(S):**

374  
375 (a) \_\_\_\_\_, (name of firm) AND  
376 \_\_\_\_\_ (name(s) of licensee(s)), AS ITS AUTHORIZED  
377  
378 REPRESENTATIVE(S), ARE WORKING IN THIS TRANSACTION AS (choose one) SELLER'S  
379 AGENTS BUYER'S AGENTS DISCLOSED DUAL AGENTS TRANSACTION BROKERS

380  
381 b) INFORMATION SUPPLIED BY \_\_\_\_\_ (name of  
382 other firm) HAS INDICATED THAT IT IS OPERATING IN THIS TRANSACTION AS A (choose one)  
383 SELLER'S AGENT BUYER'S AGENT DISCLOSED DUAL AGENT TRANSACTION  
384 BROKER

385  
386 **30. NEW CONSTRUCTION RIDER:**

387 If the property being sold consists of a lot and a detached single family home (the "House") to be constructed  
388 upon the lot by the Seller, the "Rider To Contract of Sale of Real Estate - New Construction" has been signed by  
389 Buyer and Seller and is appended to and made a part of this Agreement.

390  
391 **31. PRIVATE WELL TESTING:**

392 (This section is applicable if the property's potable water supply is provided by a private well located on the  
393 property (or the potable water supply is a well that has less than 15 service connections or does not regularly  
394 serve an average of at least 25 individuals daily at least 60 days a year).)

395 Pursuant to the Private Well Testing Act (N.J.S.A. 58:12A-26 to 37) and regulations (N.J.A.C. 7:9E - 3.1 to 5.1), if  
396 this Contract is for the sale of real property whose potable water supply is provided from a private well and the  
397 analytical results of prior water tests no longer are valid, a test on the water supply must be performed by a laboratory  
398 certified by NJDEP. Seller agrees to procure the test, at Seller's sole cost and expense and to provide a copy of the test  
399 results to Buyer within seven (7) calendar days after receiving the report(s). Seller shall order the new test or, if  
400 applicable, provide Buyer with the valid prior water test within seven (7) calendar days after the end of the Attorney  
401 Review Period set forth in Section 24 of this Agreement. The test shall cover the parameters set forth in the Act and  
402 regulations. As required in the Act, prior to closing of title, Seller and Buyer shall each certify in writing that they  
403 have received and read a copy of the water test results.

404 If any of the water tests do not meet applicable standards at the time Seller provides the water test results to the  
405 Buyer, Seller shall notify Buyer, in writing, that Seller agrees to cure or correct said conditions in the water test  
406 results. If Seller shall fail to notify Buyer of Seller's agreement to cure or correct, such failure to so notify shall be  
407 deemed to be a refusal by Seller to cure or correct. If Seller shall fail to agree to cure or correct any of the conditions  
408 set forth in the water test results within seven (7) calendar days or if the condition is incurable and is of such  
409 significance as to unreasonably endanger the health of the Buyer, the Buyer shall then have the right to void this  
410 Contract by notifying the Seller in writing within seven (7) calendar days thereafter. If Buyer shall fail to void this  
411 Contract within the seven (7) day period, the Buyer shall have waived his right to cancel this Contract and this  
412 Contract shall remain in full force, and the Seller shall be under no obligation to correct or cure any of the conditions  
413 set forth in the water test results. If Seller shall agree to correct or cure such conditions, all such remediation shall be  
414 completed by Seller prior to the closing of title.

415  
416 **32. MEGAN'S LAW REGISTRY:**

417 Buyer is notified that New Jersey law establishes an Internet Registry of Sex Offenders that may be accessed at  
418 [www.njsp.org](http://www.njsp.org).

419  
420 **33. SMOKE DETECTORS, CARBON MONOXIDE ALARM AND PORTABLE FIRE EXTINGUISHER**  
421 **COMPLIANCE:**

422 The Certificate of smoke detectors, carbon monoxide alarm and portable fire extinguisher compliance  
423 (CSDCMAPFEC) as required by law, shall be the responsibility of the Seller.  
424 As of November 1, 2005 there is a new law in effect that requires that upon the sale, lease or transfer of  
425 a building with fewer than three units, each unit be equipped with at least one portable fire extinguisher.  
426 Seasonal rental units are excluded. The law further requires that the extinguisher is to be provided at the  
427 expense of the seller, landlord or transferor of the property. The law defines portable fire extinguisher as  
428 "an operable portable device, carried and operated by hand, containing an extinguishing agent that can be  
429 expelled under pressure for the purpose of suppressing or extinguishing fire, and which is: (1) rated for  
430 residential use consisting of an ABC type; (2) no larger than a 10 pound rated extinguisher; and (3) mounted  
431 within 10 feet of the kitchen area, unless otherwise permitted by the enforcing agency."

432  
433 **34. NOTICE TO BUYERS CONCERNING INSURANCE**

434 Buyers should obtain appropriate casualty and liability insurance for the Property. Your mortgage lender will  
435 require that such insurance be in place at time of closing. Occasionally there are issues and delays in obtaining  
436 insurance. Be advised that a "binder" is only a temporary commitment to provide insurance coverage and  
437 is not an insurance policy. You are therefore urged to contact a licenced insurance agent or broker to  
438 assist you in satisfying your insurance requirements.

439  
440 **35. ADDITIONAL CONTRACTUAL PROVISIONS(if any):**

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450 35. ADDITIONAL CONTRACTUAL PROVISIONS (concluded):

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I hereby acknowledge receipt of the Affiliates Relationship Disclosure. BetterHomes Premium Services can make your home buying or selling experience smooth and effortless. Premium Services is available to coordinate your mortgage financing, title insurance, and homeowner's insurance to expedite your closing, giving you a peace of mind. In addition, our Home Protection Plan is available through Premium Services. Ask your BetterHomes sales associate to introduce you to our professional staff for details on these and other services for an effortless closing. BetterHomes... the Better Way.

The best time to contact me regarding these services is at: \_\_\_\_\_ am/pm, at phone# \_\_\_\_\_  
\_\_\_\_\_ Yes! I wish to take advantage of the BetterHomes Premium Services.

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IN THE PRESENCE OF:

_____	_____	_____ (L.S.)
	Date	BUYER
_____	_____	_____ (L.S.)
	Date	BUYER
_____	_____	_____ (L.S.)
	Date	SELLER
_____	_____	_____ (L.S.)
	Date	SELLER