

# 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	DATE	BUYER	DATE
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SELLER	DATE	BUYER	DATE
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SELLER	DATE	BUYER	DATE
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SELLER	DATE	BUYER	DATE
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\_\_\_\_\_  
 Listing Broker

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

Prepared by: \_\_\_\_\_  
 Name of Real Estate Licensee

**STATEWIDE NEW JERSEY REALTORS® STANDARD FORM  
OF REAL ESTATE SALES 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 CANCEL THE  
CONTRACT. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.**

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**1. PARTIES AND PROPERTY DESCRIPTION:**

\_\_\_\_\_ (“Buyer”), \_\_\_\_\_, (“Buyer”),  
 \_\_\_\_\_ (“Buyer”), \_\_\_\_\_, (“Buyer”),  
 whose address is/are \_\_\_\_\_

**AGREES TO PURCHASE FROM**

\_\_\_\_\_ (“Seller”), \_\_\_\_\_, (“Seller”),  
 \_\_\_\_\_ (“Seller”), \_\_\_\_\_, (“Seller”),  
 whose address is/are \_\_\_\_\_

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

Property Address: \_\_\_\_\_  
 shown on the municipal tax map of \_\_\_\_\_ County \_\_\_\_\_  
 as Block \_\_\_\_\_ Lot \_\_\_\_\_ (the “Property”) Qualifier \_\_\_\_\_ (if the Property is a condominium).

**THE WORDS “BUYER” AND “SELLER” INCLUDE ALL BUYERS AND SELLERS LISTED ABOVE.**

**2. PURCHASE PRICE:**

**TOTAL PURCHASE PRICE** .....\$ \_\_\_\_\_  
**INITIAL DEPOSIT** .....\$ \_\_\_\_\_  
**ADDITIONAL DEPOSIT** .....\$ \_\_\_\_\_  
**MORTGAGE** .....\$ \_\_\_\_\_  
**BALANCE OF PURCHASE PRICE** .....\$ \_\_\_\_\_

**Buyer's Initials:** \_\_\_\_\_ **Seller's Initials:** \_\_\_\_\_



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**3. MANNER OF PAYMENT:**

(A) **INITIAL DEPOSIT** to be paid by Buyer to  Listing Broker  Participating Broker  Buyer's Attorney  Title Company  
 Other \_\_\_\_\_, on or before \_\_\_\_\_ (date) (if left blank, then within five (5) business days after the fully signed Contract has been delivered to both the Buyer and the Seller).

(B) **ADDITIONAL DEPOSIT** to be paid by Buyer to the party who will be responsible for holding the escrow who is identified below on or before \_\_\_\_\_ (date) (if left blank, then within ten (10) calendar days after the fully signed Contract has been delivered to both the Buyer and the Seller).

(C) **ESCROW: All initial and additional deposit monies paid by Buyer shall be held in escrow in the NON-INTEREST BEARING TRUST ACCOUNT of \_\_\_\_\_, ("Escrowee"), until the Closing, at which time all monies shall be paid over to Seller.** The deposit monies shall not be paid over to Seller prior to the Closing, unless otherwise agreed in writing by both Buyer and Seller. If 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.

**(D) IF PERFORMANCE BY BUYER IS CONTINGENT UPON OBTAINING A MORTGAGE:**

If payment of the purchase price requires a mortgage loan other than by Seller or other than assumption of Seller's mortgage, Buyer shall apply for the loan through any lending institution of Buyer's choice in writing on lender's standard form within ten (10) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within ten (10) calendar days after the parties agree to the terms of this Contract, and use best efforts to obtain it. Buyer shall supply all necessary information and fees required by the proposed lender and shall authorize the lender to communicate with the real estate brokers(s) and involved attorney(s). Buyer shall obtain a written commitment from the lending institution to make a loan on the property under the following terms:

Principal Amount \$ \_\_\_\_\_ Type of Mortgage:  VA  FHA  Conventional  Section 203(k)  Other \_\_\_\_\_  
Term of Mortgage: \_\_\_\_\_ years, with monthly payments based on a \_\_\_\_\_ year payment schedule.

The written mortgage commitment must be delivered to Seller's agent, who is the Listing Broker identified in Section 30, and Seller's attorney, if applicable, no later than \_\_\_\_\_ (date) (if left blank, then within thirty (30) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within thirty (30) calendar days after the parties agree to the terms of this Contract). Thereafter, if Buyer has not obtained the commitment, then either Buyer or Seller may void this Contract by written notice to the other party and Broker(s) within ten (10) calendar days of the commitment date or any extension of the commitment date, whichever is later. If this Contract is voided, the deposit monies paid by Buyer shall be returned to Buyer notwithstanding any other provision in this Contract, provided, however, if Seller alleges in writing to Escrowee within said ten (10) calendar days of the commitment date or any extension of the commitment date, whichever is later, that the failure to obtain the mortgage commitment is the result of Buyer's bad faith, negligence, intentional conduct or failure to diligently pursue the mortgage application, then Escrowee shall not return the deposit monies to Buyer without the written authorization of Seller. If Buyer has applied for Section 203(k) financing this Contract is contingent upon mortgage approval and the Buyer's acceptance of additional required repairs as determined by the lender.

(E) **BALANCE OF PURCHASE PRICE:** The balance of the purchase price shall be paid by Buyer in cash, or by certified, cashier's or trust account check.

Payment of the balance of the purchase price by Buyer shall be made at the closing, which will take place on \_\_\_\_\_ (date) at the office of Buyer's closing agent or such other place as Seller and Buyer may agree ("the Closing").

**4. SUFFICIENT ASSETS:**

Buyer represents that Buyer has or will have as of the Closing, all necessary cash assets, together with the mortgage loan proceeds, to complete the Closing. Should Buyer not have sufficient cash assets at the Closing, Buyer will be in breach of this Contract and Seller shall be entitled to any remedies as provided by law.

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

Buyer and Seller certify that this Contract accurately reflects the gross sale price as indicated in Section 2 of this Contract. Buyer and Seller understand and agree that this information shall be disclosed to the Internal Revenue Service and other government agencies as required by law.

**6. ITEMS INCLUDED IN SALE:**

The Property includes all fixtures permanently attached to the building(s), and all shrubbery, plantings and fencing, gas and electric fixtures, cooking ranges and ovens, hot water heaters, flooring, screens, storm sashes, shades, blinds, awnings, radiator covers, heating

111 apparatus and sump pumps, if any, except where owned by tenants, are included in this sale. All of the appliances shall be in working  
112 order as of the Closing. Seller does not guarantee the condition of the appliances after the Deed and affidavit of title have been delivered  
113 to Buyer at the Closing. The following items are also specifically included (If reference is made to the MLS Sheet and/or any other  
114 document, then the document(s) referenced should be attached.);  
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116  
117

118  
119 **7. ITEMS EXCLUDED FROM SALE:** (If reference is made to the MLS Sheet and/or any other document, then the document(s)  
120 referenced should be attached.);  
121  
122

123  
124  
125 **8. DATES AND TIMES FOR PERFORMANCE:**

126 Seller and Buyer agree that all dates and times included in this Contract are of the essence. This means that Seller and Buyer must satisfy  
127 the terms of this Contract within the time limits that are set in this Contract or will be in default, except as otherwise provided in this  
128 Contract or required by applicable law, including but not limited to if the Closing has to be delayed either because a lender does not timely  
129 provide documents through no fault of Buyer or Seller or for three (3) business days because of the change of terms as required by the  
130 Consumer Financial Protection Bureau.  
131

132 If Seller requests that any addendum or other document be signed for a property it owns in connection with this Contract, "final execu-  
133 tion date," "acknowledgement date," or similar language contained in such document that sets the time period for the completion of any  
134 conditions or contingencies, including but not limited to inspections and financing, shall mean that the time will begin to run after the  
135 attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause  
136 Section of this Contract, then from the date the parties agree to the terms of this Contract.  
137

138 **9. CERTIFICATE OF OCCUPANCY AND ZONING COMPLIANCE:**

139 Seller makes no representations concerning existing zoning ordinances, except that Seller's use of the Property is not presently in violation  
140 of any zoning ordinances.  
141

142 Some municipalities may require a Certificate of Occupancy or Housing Code Letter to be issued. If any is required for this Property,  
143 Seller shall obtain it at Seller's expense and provide to Buyer prior to Closing and shall be responsible to make and pay for any repairs  
144 required in order to obtain the Certificate or Letter. However, if this expense exceeds \$\_\_\_\_\_ (if left blank, then 1.5% of the  
145 purchase price) to Seller, then Seller may terminate this Contract and refund to Buyer all deposit monies plus Buyer's reasonable expenses,  
146 if any, in connection with this transaction unless Buyer elects to make repairs in excess of said amount at Buyer's expense, in which event  
147 Seller shall not have the right to terminate this Contract. In addition, Seller shall comply with all New Jersey laws, and local ordinances,  
148 including but not limited to smoke detectors, carbon monoxide detectors, fire extinguishers and indoor sprinklers, the cost of which shall  
149 be paid by Seller and not be considered as a repair cost.  
150

151 **10. MUNICIPAL ASSESSMENTS:** (Seller represents that Seller  has  has not been notified of any such municipal assessments as  
152 explained in this Section.)  
153

154 Title shall be free and clear of all assessments for municipal improvements, including but not limited to municipal liens, as well as  
155 assessments and liabilities for future assessments for improvements constructed and completed. All confirmed assessments and all  
156 unconfirmed assessments that have been or may be imposed by the municipality for improvements that have been completed as of the  
157 Closing are to be paid in full by Seller or credited to Buyer at the Closing. A confirmed assessment is a lien against the Property. An  
158 unconfirmed assessment is a potential lien that, when approved by the appropriate governmental entity, will become a legal claim against  
159 the Property.  
160

161 **11. QUALITY AND INSURABILITY OF TITLE:**

162 At the Closing, Seller shall deliver a duly executed Bargain and Sale Deed with Covenant as to Grantor's Acts or other Deed satisfactory  
163 to Buyer. Title to the Property will be free from all claims or rights of others, except as described in this Section and Section 12 of this  
164 Contract. The Deed shall contain the full legal description of the Property.  
165

166 This sale will be subject to utility and other easements and restrictions of record, if any, and such state of facts as an accurate survey  
167 might disclose, provided such easement or restriction does not unreasonably limit the use of the Property. Generally, an easement is a  
168 right of a person other than the owner of property to use a portion of the property for a special purpose. A restriction is a recorded  
169 limitation on the manner in which a property owner may use the property. Buyer does not have to complete the purchase, however,  
170 if any easement, restriction or facts disclosed by an accurate survey would substantially interfere with the use of the Property for



171 residential purposes. A violation of any restriction shall not be a reason for Buyer refusing to complete the Closing as long as the title  
172 company insures Buyer against loss at regular rates. The sale also will be made subject to applicable zoning ordinances, provided that  
173 the ordinances do not render title unmarketable.

174  
175 Title to the Property shall be good, marketable and insurable, at regular rates, by any title insurance company licensed to do business  
176 in New Jersey, subject only to the claims and rights described in this Section and Section 12. Buyer agrees to order a title insurance  
177 commitment (title search) and survey, if required by Buyer's lender, title company or the municipality where the Property is located,  
178 and to furnish copies to Seller. If Seller's title contains any exceptions other than as set forth in this Section, Buyer shall notify Seller  
179 and Seller shall have thirty (30) calendar days within which to eliminate those exceptions. Seller represents, to the best of Seller's  
180 knowledge, that there are no restrictions in any conveyance or plans of record that will prohibit use and/or occupancy of the Property  
181 as a \_\_\_\_\_ family residential dwelling. Seller represents that all buildings and other improvements on the Property are  
182 within its boundary lines and that no improvements on adjoining properties extend across boundary lines of the Property.  
183

184 If Seller is unable to transfer the quality of title required and Buyer and Seller are unable to agree upon a reduction of the purchase  
185 price, Buyer shall have the option to either void this Contract, in which case the monies paid by Buyer toward the purchase price shall  
186 be returned to Buyer, together with the actual costs of the title search and the survey and the mortgage application fees in preparing for  
187 the Closing without further liability to Seller, or to proceed with the Closing without any reduction of the purchase price.  
188

189 **12. POSSESSION, OCCUPANCY AND TENANCIES:**

190 **(A) Possession and Occupancy.**

191 Possession and occupancy will be given to Buyer at the Closing. Buyer shall be entitled to possession of the Property, and any rents or  
192 profits from the Property, immediately upon the delivery of the Deed and the Closing. Seller shall pay off any person with a claim or right  
193 affecting the Property from the proceeds of this sale at or before the Closing.  
194

195 **(B) Tenancies.**  Applicable  Not Applicable

196 Occupancy will be subject to the tenancies listed below as of the Closing. Seller represents that the tenancies are not in violation of any  
197 existing Municipal, County, State or Federal rules, regulations or laws. Seller agrees to transfer all security deposits to Buyer at the Closing  
198 and to provide to Brokers and Buyer a copy of all leases concerning the tenancies, if any, along with this Contract when it is signed by  
199 Seller. Seller represents that such leases can be assigned and that Seller will assign said leases, and Buyer agrees to accept title subject to  
200 these leases.  
201

TENANT'S NAME	LOCATION	RENT	SECURITY DEPOSIT	TERM
_____				
_____				
_____				

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208 **13. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARD: (This section is applicable only to all dwellings**  
209 **built prior to 1978.)**  Applicable  Not Applicable

210 **(A) Document Acknowledgement.**

211 Buyer acknowledges receipt of the EPA pamphlet entitled "Protect Your Family From Lead In Your Home." Moreover, a copy of a  
212 document entitled "Disclosure of Information and Acknowledgement Lead-Based Paint and Lead-Based Paint Hazards" has been fully  
213 completed and signed by Buyer, Seller and Broker(s) and is appended to and made a part of this Contract.  
214

215 **(B) Lead Warning Statement.**

216 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such  
217 property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead  
218 poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,  
219 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest  
220 in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or  
221 inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for  
222 possible lead-based paint hazards is recommended prior to purchase.  
223

224 **(C) Inspection.**

225 The law requires that, unless Buyer and Seller agree to a longer or shorter period, Seller must allow Buyer a ten (10) calendar day period  
226 within which to complete an inspection and/or risk assessment of the Property as set forth in the next paragraph. Buyer, however, has the  
227 right to waive this requirement in its entirety.  
228

229 This Contract is contingent upon an inspection and/or risk assessment (the "Inspection") of the Property by a certified inspector/risk  
230 assessor for the presence of lead-based paint and/or lead-based paint hazards. The Inspection shall be ordered and obtained by Buyer at

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

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

231 Buyer's expense within ten (10) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an  
232 attorney as provided in the Attorney-Review Clause Section of this Contract, then within ten (10) calendar days after the parties agree to  
233 the terms in this Contract ("Completion Date"). If the Inspection indicates that no lead-based paint or lead-based paint hazard is present  
234 at the Property, this contingency clause shall be deemed null and void. If the Inspection indicates that lead-based paint or lead-based paint  
235 hazard is present at the Property, this contingency clause will terminate at the time set forth above unless, within five (5) business days from  
236 the Completion Date, Buyer delivers a copy of the inspection and/or risk assessment report to Seller and Brokers and (1) advises Seller  
237 and Brokers, in writing that Buyer is voiding this Contract; or (2) delivers to Seller and Brokers a written amendment (the "Amendment")  
238 to this Contract listing the specific existing deficiencies and corrections required by Buyer. The Amendment shall provide that Seller  
239 agrees to (a) correct the deficiencies; and (b) furnish Buyer with a certification from a certified inspector/risk assessor that the deficiencies  
240 have been corrected, before the Closing. Seller shall have \_\_\_\_\_ (if left blank, then 3) business days after receipt of the Amendment  
241 to sign and return it to Buyer or send a written counter-proposal to Buyer. If Seller does not sign and return the Amendment or fails to  
242 offer a counter-proposal, this Contract shall be null and void. If Seller offers a counter-proposal, Buyer shall have \_\_\_\_\_ (if left  
243 blank, then 3) business days after receipt of the counter-proposal to accept it. If Buyer fails to accept the counter-proposal within the time  
244 limit provided, this Contract shall be null and void.  
245

246 **14. POINT-OF-ENTRY TREATMENT ("POET") SYSTEMS:**  Applicable  Not Applicable

247 A point-of-entry treatment ("POET") system is a type of water treatment system used to remove contaminants from the water entering a  
248 structure from a potable well, usually through a filtration process. Seller represents that a POET system has been installed to an existing  
249 well on the Property and the POET system was installed and/or maintained using funds received from the New Jersey Spill Compensation  
250 Fund Claims Program, N.J.S.A. 58:10-23.11, et seq. The Buyer understands that Buyer will not be eligible to receive any such funds for the  
251 continued maintenance of the POET system. Pursuant to N.J.A.C. 7:1J-2.5(c), Seller agrees to notify the Department of Environmental  
252 Protection within thirty (30) calendar days of executing this Contract that the Property is to be sold.  
253

254 **15. CESSPOOL REQUIREMENTS:**  Applicable  Not Applicable

255 **(This section is applicable if the Property has a cesspool, except in certain limited circumstances set forth in N.J.A.C.**  
256 **7:9A-3.16.)** Pursuant to New Jersey's Standards for Individual Subsurface Sewage Disposal Systems, N.J.A.C. 7:9A (the "Standards"), if  
257 this Contract is for the sale of real property at which any cesspool, privy, outhouse, latrine or pit toilet (collectively "Cesspool") is located,  
258 the Cesspool must be abandoned and replaced with an individual subsurface sewage disposal system at or before the time of the real  
259 property transfer, except in limited circumstances.  
260

261 (A) Seller represents to Buyer that  no Cesspool is located at or on the Property, or  one or more Cesspools are located at or on the  
262 Property. **[If there are one or more Cesspools, then also check EITHER Box 1 or 2 below.]**  
263

264 1.  Seller agrees that, prior to the Closing and at its sole cost and expense, Seller shall abandon and replace any and all Cesspools  
265 located at or on the Property and replace such Cesspools with an individual subsurface sewage disposal system ("System") meeting all  
266 the requirements of the Standards. At or prior to the Closing, Seller shall deliver to Buyer a certificate of compliance ("Certificate of  
267 Compliance") issued by the administrative authority ("Administrative Authority") (as those terms are defined in N.J.A.C. 7:9A-2.1) with  
268 respect to the System. Notwithstanding the foregoing, if the Administrative Authority determines that a fully compliant system cannot  
269 be installed at the Property, then Seller shall notify Buyer in writing within three (3) business days of its receipt of the Administrative  
270 Authority's determination of its intent to install either a nonconforming System or a permanent holding tank, as determined by the  
271 Administrative Authority ("Alternate System"), and Buyer shall then have the right to void this Contract by notifying Seller in writing  
272 within seven (7) business days of receipt of the notice from Seller. If Buyer fails to timely void this Contract, Buyer shall have waived its  
273 right to cancel this Contract under this paragraph, and Seller shall install the Alternate System and, at or prior to the Closing, deliver  
274 to Buyer such Certificate of Compliance or other evidence of approval of the Alternate System as may be issued by the Administrative  
275 Authority. The delivery of said Certificate of Compliance or other evidence of approval shall be a condition precedent to the Closing; or  
276

277 2.  Buyer agrees that, at its sole cost and expense, Buyer shall take all actions necessary to abandon and replace any and all Cesspools  
278 located at or on the Property and replace such Cesspools with a System meeting all the requirements of the Standards or an Alternate  
279 System. Buyer shall indemnify and hold Seller harmless for any and all costs, damages, claims, fines, penalties and assessments (including  
280 but not limited to reasonable attorneys' and experts' fees) arising from Buyer's violation of this paragraph. This paragraph shall survive  
281 the Closing.  
282

283 (B) If prior to the Closing, either Buyer or Seller becomes aware of any Cesspool at or on the Property that was not disclosed by Seller  
284 at or prior to execution of this Contract, the party with knowledge of the newly identified Cesspool shall promptly, but in no event later  
285 than three (3) business days after receipt of such knowledge, advise the other party of the newly identified Cesspool in writing. In such  
286 event, the parties in good faith shall agree, no later than seven (7) business days after sending or receiving the written notice of the newly  
287 identified Cesspool, or the day preceding the scheduled Closing, whichever is sooner, to proceed pursuant to subsection (A) 1 or 2 above  
288 or such other agreement as satisfies the Standards, or either party may terminate this Contract.  
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**16. INSPECTION CONTINGENCY CLAUSE:**

**(A) Responsibilities of Home Ownership.**

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

**(B) Radon Testing, Reports and Mitigation.**

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

If the Property has been tested for radon prior to the date of this Contract, Seller agrees to provide to Buyer, at the time of the execution of this Contract, a copy of the result of the radon test(s) and evidence of any subsequent radon mitigation or treatment of the Property. In any event, Buyer shall have the right to conduct a radon inspection/test as provided and subject to the conditions set forth in paragraph (D) below. If any test results furnished or obtained by Buyer indicate a concentration level of 4 picocuries per liter (4.0 pCi/L) or more in the subject dwelling, Buyer shall then have the right to void this Contract by notifying Seller in writing within seven (7) business days of the receipt of any such report. For the purposes of this Section 16, Seller and Buyer agree that, in the event a radon gas concentration level in the subject dwelling is determined to be less than 4 picocuries per liter (4.0 pCi/L) without any remediation, such level of radon gas concentration shall be deemed to be an acceptable level ("Acceptable Level") for the purposes of this Contract. Under those circumstances, Seller shall be under no obligation to remediate, and this contingency clause as it relates to radon shall be deemed fully satisfied.

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

**(C) Infestation and/or Damage By Wood Boring Insects.**

Buyer shall have the right to have the Property inspected by a licensed exterminating company of Buyer's choice, for the purpose of determining if the Property is free from infestation and damage from termites or other wood destroying insects. If Buyer chooses to make this inspection, Buyer shall pay for the inspection unless Buyer's lender prohibits Buyer from paying, in which case Seller shall pay. The inspection must be completed and written reports must be furnished to Seller and Broker(s) within \_\_\_\_ (if left blank, then 14) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within \_\_\_\_ (if left blank, then 14) calendar days after the parties agree to the terms of this Contract. This report shall state the nature and extent of any infestation and/or damage and the full cost of treatment for any infestation. Seller agrees to treat any infestation and cure any damage at Seller's expense prior to Closing, provided, however, if the cost to cure exceeds 1% of the purchase price of the Property, then either party may void this Contract provided they do so within \_\_\_\_ (if left blank, then 7) business days after the report has been delivered to Seller and Brokers. If Buyer and Seller are unable to agree upon who will pay for the cost to cure and neither party timely voids this Contract, then Buyer will be deemed to have waived its right to terminate this Contract and will bear the cost to cure that is over 1% of the purchase price, with Seller bearing the cost that is under 1% of the purchase price.

**(D) Buyer's Right to Inspections.**

Buyer acknowledges that the Property is being sold in an "as is" condition and that this Contract is entered into based upon the knowledge of Buyer as to the value of the land and whatever buildings are upon the Property, and not on any representation made by Seller, Brokers or their agents as to character or quality of the Property. Therefore, Buyer, at Buyer's sole cost and expense, is granted the right to have the dwelling and all other aspects of the Property, inspected and evaluated by "qualified inspectors" (as the term is defined in subsection G below) for the purpose of determining the existence of any physical defects or environmental conditions such as outlined above. If Buyer



351 chooses to make inspections referred to in this paragraph, such inspections must be completed, and written reports including a list of  
352 repairs Buyer is requesting must be furnished to Seller and Brokers within \_\_\_\_ (if left blank, then 14) calendar days after the attorney-  
353 review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section  
354 of this Contract, then within \_\_\_\_ (if left blank, then 14) calendar days after the parties agree to the terms of this Contract. If Buyer fails  
355 to furnish such written reports to Seller and Brokers within the \_\_\_\_ (if left blank, then 14) calendar days specified in this paragraph,  
356 this contingency clause shall be deemed waived by Buyer, and the Property shall be deemed acceptable by Buyer. The time period for  
357 furnishing the inspection reports is referred to as the "Inspection Time Period." Seller shall have all utilities in service for inspections.  
358

359 **(E) Responsibility to Cure.**

360 If any physical defects or environmental conditions (other than radon or woodboring insects) are reported by the qualified inspectors to  
361 Seller within the Inspection Time Period, Seller shall then have seven (7) business days after the receipt of such reports to notify Buyer  
362 in writing that Seller shall correct or cure any of the defects set forth in such reports. If Seller fails to notify Buyer of Seller's agreement  
363 to so cure and correct, such failure to so notify shall be deemed to be a refusal by Seller to cure or correct such defects. If Seller fails to  
364 agree to cure or correct such defects within the seven (7) business day period, or if the environmental condition at the Property (other  
365 than radon) is incurable and is of such significance as to unreasonably endanger the health of Buyer, Buyer shall then have the right to  
366 void this Contract by notifying Seller in writing within seven (7) business days thereafter. If Buyer fails to void this Contract within the  
367 seven (7) business day period, Buyer shall have waived Buyer's right to cancel this Contract and this Contract shall remain in full force,  
368 and Seller shall be under no obligation to correct or cure any of the defects set forth in the inspections. If Seller agrees to correct or cure  
369 such defects, all such repair work shall be completed by Seller prior to the closing of title. Radon at the Property shall be governed by  
370 the provisions of subsection (B), above.  
371

372 **(F) Flood Hazard Area (if applicable).**

373 The federal and state governments have designated certain areas as flood areas. If the Property is located in a flood area, the use of the  
374 Property may be limited. If Buyer's inquiry reveals that the Property is in a flood area, Buyer may cancel this Contract within ten (10)  
375 calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the  
376 Attorney-Review Clause Section of this Contract, then within ten (10) calendar days after the parties agree to the terms of this Contract.  
377 If the mortgage lender requires flood insurance, then Buyer shall be responsible for obtaining such insurance on the Property. For a flood  
378 policy to be in effect immediately, there must be a loan closing. There is a thirty (30) calendar day wait for flood policies to be in effect for  
379 cash transactions. Therefore, cash buyers are advised to make application and make advance payment for a flood policy at least thirty  
380 (30) calendar days in advance of closing if they want coverage to be in effect upon transfer of title.  
381

382 Buyer's mortgage lender may require Buyer to purchase flood insurance in connection with Buyer's purchase of this Property. The  
383 National Flood Insurance Program ("NFIP") provides for the availability of flood insurance but also establishes flood insurance policy  
384 premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the  
385 NFIP, those premiums are increasing and, in some cases, will rise by a substantial amount over the premiums previously charged for  
386 flood insurance for the Property. As a result, Buyer should not rely on the premiums paid for flood insurance on this Property previously  
387 as an indication of the premiums that will apply after Buyer completes the purchase. In considering Buyer's purchase of this Property,  
388 Buyer is therefore urged to consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage,  
389 the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may  
390 increase in the future.  
391

392 **(G) Qualifications of Inspectors.**

393 Where the term "qualified inspectors" is used in this Contract, it is intended to refer to persons or businesses that are licensed or certified  
394 by the State of New Jersey for such purpose.  
395

396 **17. MEGAN'S LAW STATEMENT:**

397 Under New Jersey law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders  
398 in an area. In their professional capacity, real estate licensees are not entitled to notification by the county prosecutor under Megan's Law  
399 and are unable to obtain such information for you. Upon closing, the county prosecutor may be contacted for such further information  
400 as may be disclosable to you.  
401

402 **18. MEGAN'S LAW REGISTRY:**

403 Buyer is notified that New Jersey law establishes an Internet Registry of Sex Offenders that may be accessed at [www.njsp.org](http://www.njsp.org). Neither  
404 Seller nor any real estate broker nor salesperson make any representation as to the accuracy of the registry.  
405

406 **19. NOTIFICATION REGARDING OFF-SITE CONDITIONS: (Applicable to all resale transactions.)**

407 Pursuant to the New Residential Construction Off-Site Conditions Disclosure Act, N.J.S.A. 46:3C-1, et. seq, the clerks of municipalities  
408 in New Jersey maintain lists of off-site conditions which may affect the value of residential properties in the vicinity of the off-site  
409 condition. Buyers may examine the lists and are encouraged to independently investigate the area surrounding this property in order  
410



411 to become familiar with any off-site conditions which may affect the value of the property. In cases where a property is located near the  
412 border of a municipality, buyers may wish to also examine the list maintained by the neighboring municipality.  
413

414 **20. AIR SAFETY AND ZONING NOTICE:**

415 Any person who sells or transfers a property that is in an airport safety zone as set forth in the New Jersey Air Safety and Zoning Act of  
416 1983, N.J.S.A. 6:1-80, et seq., and appearing on a municipal map used for tax purposes, as well as Seller's agent, shall provide notice to  
417 a prospective buyer that the property is located in an airport safety zone prior to the signing of the contract of sale. The Air Safety and  
418 Zoning Act also requires that each municipality in an airport safety zone enact an ordinance or ordinances incorporating the standards  
419 promulgated under the Act and providing for their enforcement within the delineated areas in the municipality. Buyer acknowledges  
420 receipt of the following list of airports and the municipalities that may be affected by them and that Buyer has the responsibility to  
421 contact the municipal clerk of any affected municipality concerning any ordinance that may affect the Property.

Municipality	Airport(s)	Municipality	Airport(s)
Alexandria Tp.	Alexandria & Sky Manor	Manalapan Tp. (Monmouth Cty.)	Old Bridge
Andover Tp.	Aeroflex-Andover & Newton	Mansfield Tp.	Hackettstown
Bedminster Tp.	Somerset	Manville Bor.	Central Jersey Regional
Berkeley Tp.	Ocean County	Medford Tp.	Flying W
Berlin Bor.	Camden County	Middle Tp.	Cape May County
Blairstown Tp.	Blairstown	Millville	Millville Municipal
Branchburg Tp.	Somerset	Monroe Tp. (Gloucester Cty.)	Cross Keys & Southern Cross
Buena Bor. (Atlantic Cty.)	Vineland-Downtown	Monroe Tp. (Middlesex Cty.)	Old Bridge
Dennis Tp.	Woodbine Municipal	Montgomery Tp.	Princeton
Eagleswood Tp.	Eagles Nest	Ocean City	Ocean City
Ewing Tp.	Trenton-Mercer County	Old Bridge Tp.	Old Bridge
E. Hanover Tp.	Morristown Municipal	Oldmans Tp.	Oldmans
Florham Park Bor.	Morristown Municipal	Pemberton Tp.	Pemberton
Franklin Tp. (Gloucester Cty.)	Southern Cross & Vineland Downtown	Pequanock Tp.	Lincoln Park
Franklin Tp. (Hunterdon Cty.)	Sky Manor	Readington Tp.	Solberg-Hunterdon
Franklin Tp. (Somerset Cty.)	Central Jersey Regional	Rocky Hill Boro.	Princeton
Hammonton Bor.	Hammonton Municipal	Southampton Tp.	Red Lion
Hanover Tp.	Morristown Municipal	Springfield Tp.	Red Wing
Hillsborough Tp.	Central Jersey Regional	Upper Deerfield Tp.	Bucks
Hopewell Tp. (Mercer Cty.)	Trenton-Mercer County	Vineland City	Kroelinger & Vineland Downtown
Howell Tp.	Monmouth Executive	Wall Tp.	Monmouth Executive
Lacey Tp.	Ocean County	Wantage Tp.	Sussex
Lakewood Tp.	Lakewood	Robbinsville	Trenton-Robbinsville
Lincoln Park Bor.	Lincoln Park	West Milford Tp.	Greenwood Lake
Lower Tp.	Cape May County	Winslow Tp.	Camden County
Lumberton Tp.	Flying W & South Jersey Regional	Woodbine Bor.	Woodbine Municipal

450 The following airports are not subject to the Airport Safety and Zoning Act because they are subject to federal regulation or within the  
451 jurisdiction of the Port of Authority of New York and New Jersey and therefore are not regulated by New Jersey: Essex County Airport,  
452 Linden Airport, Newark Liberty Airport, Teterboro Airport, Little Ferry Seaplane Base, Atlantic City International Airport, and  
453 Maguire Airforce Base and NAEC Lakehurst.  
454

455 **21. BULK SALES:**

456 The New Jersey Bulk Sales Law, N.J.S.A. 54:50-38, (the "Law") applies to the sale of certain residential property. Under the Law,  
457 Buyer may be liable for taxes owed by Seller if the Law applies and Buyer does not deliver to the Director of the New Jersey Division  
458 of Taxation (the "Division") a copy of this Contract and a notice on a form required by the Division (the "Tax Form") at least ten  
459 (10) business days prior to the Closing. If Buyer decides to deliver the Tax Form to the Division, Seller shall cooperate with Buyer by  
460 promptly providing Buyer with any information that Buyer needs to complete and deliver the Tax Form in a timely manner. Buyer  
461 promptly shall deliver to Seller a copy of any notice that Buyer receives from the Division in response to the Tax Form.  
462

463 The Law does not apply to the sale of a simple dwelling house, or the sale or lease of a seasonal rental property, if Seller is an  
464 individual, estate or trust, or any combination thereof, owning the simple dwelling house or seasonal rental property as joint tenants,  
465 tenants in common or tenancy by the entirety. A simple dwelling house is a one or two family residential building, or a cooperative or  
466 condominium unit used as a residential dwelling, none of which has any commercial property. A seasonal rental property is a time  
467 share, or a dwelling unit that is rented for residential purposes for a term of not more than 125 consecutive days, by an owner that has a  
468 permanent residence elsewhere.  
469

470 If, prior to the Closing, the Division notifies Buyer to withhold an amount (the "Tax Amount") from the purchase price proceeds for

471 possible unpaid tax liabilities of Seller, Buyer's attorney or Buyer's title insurance company (the "Escrow Agent") shall withhold the Tax  
472 Amount from the closing proceeds and place that amount in escrow (the "Tax Escrow"). If the Tax Amount exceeds the amount of  
473 available closing proceeds, Seller shall bring the deficiency to the Closing and the deficiency shall be added to the Tax Escrow. If the  
474 Division directs the Escrow Agent or Buyer to remit funds from the Tax Escrow to the Division or some other entity, the Escrow Agent  
475 or Buyer shall do so. The Escrow Agent or Buyer shall only release the Tax Escrow, or the remaining balance thereof, to Seller (or as  
476 otherwise directed by the Division) upon receipt of written notice from the Division that it can be released, and that no liability will be  
477 asserted under the Law against Buyer.

478  
479 **22. NOTICE TO BUYER CONCERNING INSURANCE:**  
480 Buyer should obtain appropriate casualty and liability insurance for the Property. Buyer's mortgage lender will require that such insurance  
481 be in place at Closing. Occasionally, there are issues and delays in obtaining insurance. Be advised that a "binder" is only a temporary  
482 commitment to provide insurance coverage and is not an insurance policy. Buyer is therefore urged to contact a licensed insurance agent  
483 or broker to assist Buyer in satisfying Buyer's insurance requirements.

484  
485 **23. MAINTENANCE AND CONDITION OF PROPERTY:**  
486 Seller agrees to maintain the grounds, buildings and improvements, in good condition, subject to ordinary wear and tear. The premises  
487 shall be in "broom clean" condition and free of debris as of the Closing. Seller represents that all electrical, plumbing, heating and air  
488 conditioning systems (if applicable), together with all fixtures included within the terms of the Contract now work and shall be in proper  
489 working order at the Closing. Seller further states, that to the best of Seller's knowledge, there are currently no leaks or seepage in the  
490 roof, walls or basement. Seller does not guarantee the continuing condition of the premises as set forth in this Section after the Closing.

491  
492 **24. RISK OF LOSS:**  
493 The risk of loss or damage to the Property by fire or otherwise, except ordinary wear and tear, is the responsibility of Seller until  
494 the Closing.

495  
496 **25. INITIAL AND FINAL WALK-THROUGHS:**  
497 In addition to the inspections set forth elsewhere in this Contract, Seller agrees to permit Buyer or Buyer's duly authorized  
498 representative to conduct an initial and a final walk-through inspection of the interior and exterior of the Property at any reasonable  
499 time before the Closing. Seller shall have all utilities in service for the inspections.

500  
501 **26. ADJUSTMENTS AT CLOSING:**  
502 Seller shall pay for the preparation of the Deed, realty transfer fee, lien discharge fees, if any, and one-half of the title company charges  
503 for disbursements and attendance allowed by the Commissioner of Insurance; but all searches, title insurance premium and other  
504 conveyancing expenses are to be paid for by Buyer.

505  
506 Seller and Buyer shall make prorated adjustments at Closing for items which have been paid by Seller or are due from Seller, such as real  
507 estate taxes, water and sewer charges that could be claims against the Property, rental and security deposits, association and condominium  
508 dues, and fuel in Seller's tank. Adjustments of fuel shall be based upon physical inventory and pricing by Seller's supplier. Such determi-  
509 nation shall be conclusive.

510  
511 If Buyer is assuming Seller's mortgage loan, Buyer shall credit Seller for all monies, such as real estate taxes and insurance premiums paid  
512 in advance or on deposit with Seller's mortgage lender. Buyer shall receive a credit for monies, which Seller owes to Seller's Mortgage  
513 lender, such as current interest or a deficit in the mortgage escrow account.

514  
515 If the Property is used or enjoyed by not more than four families and the purchase price exceeds \$1,000,000, then pursuant to N.J.S.A.  
516 46:15-7.2, Buyer will be solely responsible for payment of the fee due for the transfer of the Property, which is the so-called "Mansion  
517 Tax", in the amount of one (1%) percent of the purchase price.

518  
519 Unless an exemption applies, non-resident individuals, estates, or trusts that sell or transfer real property in New Jersey are required to  
520 make an estimated gross income tax payment to the State of New Jersey on the gain from a transfer/sale of real property (the so-called  
521 "Exit Tax,") as a condition of the recording of the deed.

522  
523 If Seller is a foreign person (an individual, corporation or entity that is a non-US resident) under the Foreign Investment in Real  
524 Property Tax Act of 1980, as amended ("FIRPTA"), then with a few exceptions, a portion of the proceeds of sale may need to be  
525 withheld from Seller and paid to the Internal Revenue Service as an advance payment against Seller's tax liability.

526  
527 Seller agrees that, if applicable, Seller will (a) be solely responsible for payment of any state or federal income tax withholding amount(s)  
528 required by law to be paid by Seller (which Buyer may deduct from the purchase price and pay at the Closing); and (b) execute  
529 and deliver to Buyer at the Closing any and all forms, affidavits or certifications required under state and federal law to be filed in  
530 connection with the amount(s) withheld.

531 There shall be no adjustment on any Homestead Rebate due or to become due.

532

533 **27. FAILURE OF BUYER OR SELLER TO CLOSE:**

534 If Seller fails to close title to the Property in accordance with this Contract, Buyer then may commence any legal or equitable action  
535 to which Buyer may be entitled. If Buyer fails to close title in accordance with this Contract, Seller then may commence an action  
536 for damages it has suffered, and, in such case, the deposit monies paid on account of the purchase price shall be applied against such  
537 damages. If Buyer or Seller breach this Contract, the breaching party will nevertheless be liable to Brokers for the commissions in the  
538 amount set forth in this Contract, as well as reasonable attorneys' fees, costs and such other damages as are determined by the Court.  
539

540 **28. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT:**

541 By signing below, Seller and Buyer acknowledge they received the Consumer Information Statement on New Jersey Real Estate  
542 Relationships from the Broker(s) prior to the first showing of the Property.  
543

544 **29. DECLARATION OF BROKER(S)'S BUSINESS RELATIONSHIP(S):**

545 (A) \_\_\_\_\_, (name of firm) and its authorized  
546 representative(s) \_\_\_\_\_  
547 \_\_\_\_\_  
548 (name(s) of licensee(s))  
549

550 **ARE OPERATING IN THIS TRANSACTION AS A (indicate one of the following)**

551  SELLER'S AGENT  BUYER'S AGENT  DISCLOSED DUAL AGENT  TRANSACTION BROKER.  
552

553 (B) (If more than one firm is participating, provide the following.) INFORMATION SUPPLIED BY \_\_\_\_\_  
554 \_\_\_\_\_ (name of other firm.) HAS INDICATED THAT IT IS

555 **OPERATING IN THIS TRANSACTION AS A (indicate one of the following)**

556  SELLER'S AGENT  BUYER'S AGENT  TRANSACTION BROKER.  
557

558 **30. BROKERS' INFORMATION AND COMMISSION:**

559 The commission, in accord with the previously executed listing agreement, shall be due and payable at the Closing and payment by Buyer  
560 of the purchase consideration for the Property. Seller hereby authorizes and instructs whomever is the disbursing agent to pay the full  
561 commission as set forth below to the below-mentioned Brokerage Firm(s) out of the proceeds of sale prior to the payment of any such  
562 funds to Seller. Buyer consents to the disbursing agent making said disbursements. The commission shall be paid upon the purchase price  
563 set forth in Section 2 and shall include any amounts allocated to, among other things, furniture and fixtures.  
564  
565

566 **Listing Firm** \_\_\_\_\_ REC License ID \_\_\_\_\_

568 **Listing Agent** \_\_\_\_\_ REC License ID \_\_\_\_\_

570 Address \_\_\_\_\_

572 Office Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Agent Cell Phone \_\_\_\_\_

573 (Per Listing Agreement)

574 E-mail \_\_\_\_\_ **Commission due Listing Firm**

576 **Participating Firm** \_\_\_\_\_ REC License ID \_\_\_\_\_

578 **Participating Agent** \_\_\_\_\_ REC License ID \_\_\_\_\_

580 Address \_\_\_\_\_

582 Office Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Agent Cell Phone \_\_\_\_\_

584 E-mail \_\_\_\_\_ **Commission due Participating Firm**

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**31. EQUITABLE LIEN:**

Under New Jersey law, brokers who bring the parties together in a real estate transaction are entitled to an equitable lien in the amount of their commission. This lien attaches to the property being sold from when the contract of sale is signed until the closing and then to the funds due to seller at closing, and is not contingent upon the notice provided in this Section. As a result of this lien, the party who disburses the funds at the Closing in this transaction should not release any portion of the commission to any party other than Broker(s) and, if there is a dispute with regard to the commission to be paid, should hold the disputed amount in escrow until the dispute with Broker(s) is resolved and written authorization to release the funds is provided by Broker(s).

**32. DISCLOSURE THAT BUYER OR SELLER IS A REAL ESTATE LICENSEE:**  Applicable  Not Applicable

A real estate licensee in New Jersey who has an interest as a buyer or seller of real property is required to disclose in the sales contract that the person is a licensee. \_\_\_\_\_ therefore discloses that he/she is licensed in New Jersey as a real estate  broker  broker-salesperson  salesperson  referral agent.

**33. BROKERS TO RECEIVE CLOSING DISCLOSURE AND OTHER DOCUMENTS:**

Buyer and Seller agree that Broker(s) involved in this transaction will be provided with the Closing Disclosure documents and any amendments to those documents in the same time and manner as the Consumer Financial Protection Bureau requires that those documents be provided to Buyer and Seller. In addition, Buyer and Seller agree that, if one or both of them hire an attorney who disapproves this Contract as provided in the Attorney-Review Clause Section, then the attorney(s) will notify the Broker(s) in writing when either this Contract is finalized or the parties decide not to proceed with the transaction.

**34. PROFESSIONAL REFERRALS:**

Seller and Buyer may request the names of attorneys, inspectors, engineers, tradespeople or other professionals from their Brokers involved in the transaction. Any names provided by Broker(s) shall not be deemed to be a recommendation or testimony of competency of the person or persons referred. Seller and Buyer shall assume full responsibility for their selection(s) and hold Brokers and/or salespersons harmless for any claim or actions resulting from the work or duties performed by these professionals.

**35. ATTORNEY-REVIEW CLAUSE:**

**(1) Study by Attorney.**

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

**(2) Counting the Time.**

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

**(3) Notice of Disapproval.**

If an attorney for the Buyer or Seller reviews and disapproves of this Contract, the attorney must notify the Broker(s) and the other party named in this Contract within the three-day period. Otherwise this Contract will be legally binding as written. The attorney must send the notice of disapproval to the Broker(s) by fax, email, personal delivery, or overnight mail with proof of delivery. Notice by overnight mail will be effective upon mailing. The personal delivery will be effective upon delivery to the Broker's office. The attorney may also, but need not, inform the Broker(s) of any suggested revision(s) in the Contract that would make it satisfactory.

**36. NOTICES:**

All notices shall be by certified mail, fax, email, recognized overnight courier or electronic document (except for notices under the Attorney-Review Clause Section) or by delivering it personally. The certified letter, email, reputable overnight carrier, fax or electronic document will be effective upon sending. Notices to Seller and Buyer shall be addressed to the addresses in Section 1, unless otherwise specified in writing by the respective party.

**37. NO ASSIGNMENT:**

This Contract shall not be assigned without the written consent of Seller. This means that Buyer may not transfer to anyone else Buyer's rights under this Contract to purchase the Property.

**38. ELECTRONIC SIGNATURES AND DOCUMENTS:**

Buyer and Seller agree that the New Jersey Uniform Electronic Transaction Act, N.J.S.A. 12A:12-1 to 26, applies to this transaction, including but not limited to the parties and their representatives having the right to use electronic signatures and electronic documents that are created, generated, sent, communicated, received or stored in connection with this transaction. Since Section 11 of the Act provides that acknowledging an electronic signature is not necessary for the signature of such a person where all other information required to be included is attached to or logically associated with the signature or record, such electronic signatures, including but not limited to an electronic signature of one of the parties to this Contract, do not have to be witnessed.



651 **39. CORPORATE RESOLUTIONS:**

652 If Buyer or Seller is a corporate or other entity, the person signing below on behalf of the entity represents that all required corporate  
653 resolutions have been duly approved and the person has the authority to sign on behalf of the entity.  
654

655 **40. ENTIRE AGREEMENT; PARTIES LIABLE:**

656 This Contract contains the entire agreement of the parties. No representations have been made by any of the parties, the Broker(s) or its  
657 salespersons, except as set forth in this Contract. This Contract is binding upon all parties who sign it and all who succeed to their rights  
658 and responsibilities and only may be amended by an agreement in writing signed by Buyer and Seller.  
659

660 **41. APPLICABLE LAWS:**

661 This Contract shall be governed by and construed in accordance with the laws of the State of New Jersey and any lawsuit relating to  
662 this Contract or the underlying transaction shall be venued in the State of New Jersey.  
663

664 **42. ADDENDA:**

665 The following additional terms are included in the attached addenda or riders and incorporated into this Contract (check if applicable):

- |                                                                            |                                                                  |
|----------------------------------------------------------------------------|------------------------------------------------------------------|
| 666 <input type="checkbox"/> Buyer's Property Sale Contingency             | <input type="checkbox"/> Private Well Testing                    |
| 667 <input type="checkbox"/> Condominium/Homeowner's Associations          | <input type="checkbox"/> Properties With Three (3) or More Units |
| 668 <input type="checkbox"/> Coronavirus                                   | <input type="checkbox"/> Seller Concession                       |
| 669 <input type="checkbox"/> FHA/VA Loans                                  | <input type="checkbox"/> Short Sale                              |
| 670 <input type="checkbox"/> Lead Based Paint Disclosure (Pre-1978)        | <input type="checkbox"/> Solar Panel                             |
| 671 <input type="checkbox"/> New Construction                              | <input type="checkbox"/> Swimming Pools                          |
| 672 <input type="checkbox"/> Private Sewage Disposal (Other than Cesspool) | <input type="checkbox"/> Underground Fuel Tank(s)                |

675 **43. ADDITIONAL CONTRACTUAL PROVISIONS:**

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686 **WITNESS:**

687 _____	BUYER	_____	Date
688 _____			
689 _____	BUYER	_____	Date
690 _____			
691 _____	BUYER	_____	Date
692 _____			
693 _____	BUYER	_____	Date
694 _____			
695 _____	BUYER	_____	Date
696 _____			
697 _____	BUYER	_____	Date
698 _____			
699 _____	SELLER	_____	Date
700 _____			
701 _____	SELLER	_____	Date
702 _____			
703 _____	SELLER	_____	Date
704 _____			
705 _____	SELLER	_____	Date
706 _____			
707 _____	SELLER	_____	Date
708 _____			
709 _____	SELLER	_____	Date
710 _____			