

# 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
SELLER	DATE	BUYER	DATE
SELLER	DATE	BUYER	DATE
SELLER	DATE	BUYER	DATE
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**

**walter burns** \_\_\_\_\_ (“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** ..... \$ 0.00  
**INITIAL DEPOSIT** ..... \$ \_\_\_\_\_  
**ADDITIONAL DEPOSIT** ..... \$ \_\_\_\_\_  
**MORTGAGE** ..... \$ \_\_\_\_\_  
**BALANCE OF PURCHASE PRICE** ..... \$ \_\_\_\_\_



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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  Section 203(k)  Conventional  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 check 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

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

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

**8. DATES AND TIMES FOR PERFORMANCE:**

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 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 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 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 Consumer Financial Protection Bureau.

If Seller requests that any addendum or other document be signed in connection with this Contract, “final execution date,” “acknowledgement date,” or similar language contained in such document that sets the time period for the completion of any conditions or contingencies, including but not limited to inspections and financing, shall mean that the time will begin to run 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 from the date the parties agree to the terms of this Contract.

Buyer selects \_\_\_\_\_ (“Closing Agent”) as the title company, attorney or other entity or person to conduct the Closing. If the Closing Agent is an entity or person other than the Buyer’s attorney, Buyer agrees to timely contact the Closing Agent to schedule the Closing after the attorney-review period is completed or, if the Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then after the parties agree to the terms of this Contract.

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

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

Some municipalities may require a Certificate of Occupancy or Housing Code Letter to be issued. If any is required for this Property, 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 required in order to obtain the Certificate or Letter. However, if this expense exceeds \$\_\_\_\_\_ (if left blank, then 1.5% of the purchase price) to Seller, then Seller may terminate this Contract and refund to Buyer all deposit monies plus Buyer’s reasonable expenses, 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 Seller shall not have the right to terminate this Contract. In addition, Seller shall comply with all New Jersey laws, and local ordinances, including but not limited to smoke detectors, carbon monoxide detectors, fire extinguishers and indoor sprinklers, the cost of which shall be paid by Seller and not be considered as a repair cost.

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

Title shall be free and clear of all assessments for municipal improvements, including but not limited to municipal liens, as well as assessments and liabilities for future assessments for improvements constructed and completed. All confirmed assessments and all unconfirmed assessments that have been or may be imposed by the municipality for improvements that have been completed as of the 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 unconfirmed assessment is a potential lien that, when approved by the appropriate governmental entity, will become a legal claim against the Property.

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

At the Closing, Seller shall deliver a duly executed Bargain and Sale Deed with Covenant as to Grantor’s Acts or other Deed satisfactory 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 Contract. The Deed shall contain the full legal description of the Property.

171 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  
172 might disclose, provided such easement or restriction does not unreasonably limit the use of the Property. Generally, an easement is a  
173 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  
174 limitation on the manner in which a property owner may use the property. Buyer does not have to complete the purchase, however,  
175 if any easement, restriction or facts disclosed by an accurate survey would substantially interfere with the use of the Property for  
176 residential purposes. A violation of any restriction shall not be a reason for Buyer refusing to complete the Closing as long as the title  
177 company insures Buyer against loss at regular rates. The sale also will be made subject to applicable zoning ordinances, provided that  
178 the ordinances do not render title unmarketable.

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

189 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  
190 price, Buyer shall have the option to either void this Contract, in which case the monies paid by Buyer toward the purchase price shall  
191 be returned to Buyer, together with the actual costs of the title search and the survey and the mortgage application fees in preparing for  
192 the Closing without further liability to Seller, or to proceed with the Closing without any reduction of the purchase price.

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

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

196 Possession and occupancy will be given to Buyer at the Closing. Buyer shall be entitled to possession of the Property, and any rents or  
197 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  
198 affecting the Property from the proceeds of this sale at or before the Closing.

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

201 Occupancy will be subject to the tenancies listed below as of the Closing. Seller represents that the tenancies are not in violation of any  
202 existing Municipal, County, State or Federal rules, regulations or laws. Seller agrees to transfer all security deposits to Buyer at the Closing  
203 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  
204 Seller. Seller represents that such leases can be assigned and that Seller will assign said leases, and Buyer agrees to accept title subject to  
205 these leases.

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

213 Buyer acknowledges that, effective July 22, 2022, certain rental dwelling units built before 1978 are required to be inspected pursuant to  
214 N.J.S.A. 52:27D-437.16, et seq., for lead-based paint. See section 13D below.

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

218 **(A) Document Acknowledgement.**

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

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

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

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**(C) Inspection.**

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 within which to complete an inspection and/or risk assessment of the Property as set forth in the next paragraph. Buyer, however, has the right to waive this requirement in its entirety.

This Contract is contingent upon an inspection and/or risk assessment (the "Inspection") of the Property by a certified inspector/risk 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 expense 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 in this Contract ("Completion Date"). If the Inspection indicates that no lead-based paint or lead-based paint hazard is present at the Property, this contingency clause shall be deemed null and void. If the Inspection indicates that lead-based paint or lead-based paint hazard is present at the Property, this contingency clause will terminate at the time set forth above unless, within five (5) business days from the Completion Date, Buyer delivers a copy of the inspection and/or risk assessment report to Seller and Brokers and (1) advises Seller and Brokers, in writing that Buyer is voiding this Contract; or (2) delivers to Seller and Brokers a written amendment (the "Amendment") to this Contract listing the specific existing deficiencies and corrections required by Buyer. The Amendment shall provide that Seller agrees to (a) correct the deficiencies; and (b) furnish Buyer with a certification from a certified inspector/risk assessor that the deficiencies have been corrected, before the Closing. Seller shall have \_\_\_\_\_ (if left blank, then 3) business days after receipt of the Amendment 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 offer a counter-proposal, this Contract shall be null and void. If Seller offers a counter-proposal, Buyer shall have \_\_\_\_\_ (if left 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 limit provided, this Contract shall be null and void.

**(D) Rental Dwelling Inspections.**

Effective July 22, 2022, all rental dwelling units built before 1978 required to be inspected pursuant to the New Jersey Lead-Based Paint Inspection Law, N.J.S.A. 52:27D-437.16, et seq., must be inspected for lead-based paint by July 22, 2024, or upon tenant turnover, whichever is earlier (note: there are several exemptions, including but not limited to seasonal rentals that are rented for less than six (6) months each year by tenants that do not have consecutive lease renewals). The law imposes an obligation on municipalities to perform or hire, or allow the property owner/landlord to directly hire, a certified lead evaluation contractor to perform the inspections of single-family, two-family, and multiple rental dwellings that are covered by the law for lead-based paint hazards, at times specified in the law. The type of inspection depends on the lead levels in children in the municipality where the rental dwelling unit is located.

Seller is advised to provide Buyer with all lead-safe certifications concerning the Property and the Guide to Lead-Based Paint in Rental Dwellings issued by the New Jersey Department of Community Affairs prior to closing.

Buyer is advised to contact the municipality in which the Property is located to determine the type of inspection, if any, required if the Property currently has a tenant or may have a tenant in the future.

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

A point-of-entry treatment ("POET") system is a type of water treatment system used to remove contaminants from the water entering a structure from a potable well, usually through a filtration process. Seller represents that a POET system has been installed to an existing well on the Property and the POET system was installed and/or maintained using funds received from the New Jersey Spill Compensation 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 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 Protection within thirty (30) calendar days of executing this Contract that the Property is to be sold.

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

**(This section is applicable if the Property has a cesspool, except in certain limited circumstances set forth in N.J.A.C. 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 this Contract is for the sale of real property at which any cesspool, privy, outhouse, latrine or pit toilet (collectively "Cesspool") is located, the Cesspool must be abandoned and replaced with an individual subsurface sewage disposal system at or before the time of the real property transfer, except in limited circumstances.

**(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 Property. **[If there are one or more Cesspools, then also check EITHER Box 1 or 2 below.]**

1.  Seller agrees that, prior to the Closing and at its sole cost and expense, Seller shall abandon and replace any and all Cesspools located at or on the Property and replace such Cesspools with an individual subsurface sewage disposal system ("System") meeting all the requirements of the Standards. At or prior to the Closing, Seller shall deliver to Buyer a certificate of compliance ("Certificate of Compliance") issued by the administrative authority ("Administrative Authority") (as those terms are defined in N.J.A.C. 7:9A-2.1) with respect to the System. Notwithstanding the foregoing, if the Administrative Authority determines that a fully compliant system cannot

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

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

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be installed at the Property, then Seller shall notify Buyer in writing within three (3) business days of its receipt of the Administrative Authority's determination of its intent to install either a nonconforming System or a permanent holding tank, as determined by the Administrative Authority ("Alternate System"), and Buyer shall then have the right to void this Contract by notifying Seller in writing 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 right to cancel this Contract under this paragraph, and Seller shall install the Alternate System and, at or prior to the Closing, deliver to Buyer such Certificate of Compliance or other evidence of approval of the Alternate System as may be issued by the Administrative Authority. The delivery of said Certificate of Compliance or other evidence of approval shall be a condition precedent to the Closing; or

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

(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 at or prior to execution of this Contract, the party with knowledge of the newly identified Cesspool shall promptly, but in no event later than three (3) business days after receipt of such knowledge, advise the other party of the newly identified Cesspool in writing. In such 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 identified Cesspool, or the day preceding the scheduled Closing, whichever is sooner, to proceed pursuant to subsection (A) 1 or 2 above or such other agreement as satisfies the Standards, or either party may terminate this Contract.

**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](http://www.epa.gov/radon) 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.

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

352 Buyer shall have the right to have the Property inspected by a licensed exterminating company of Buyer's choice, for the purpose of  
353 determining if the Property is free from infestation and damage from termites or other wood destroying insects. If Buyer chooses to  
354 make this inspection, Buyer shall pay for the inspection unless Buyer's lender prohibits Buyer from paying, in which case Seller shall  
355 pay. The inspection must be completed and written reports must be furnished to Seller and Broker(s) within \_\_\_\_ (if left blank, then 14)  
356 calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the  
357 Attorney-Review Clause Section of this Contract, then within \_\_\_\_ (if left blank, then 14) calendar days after the parties agree to the  
358 terms of this Contract. This report shall state the nature and extent of any infestation and/or damage and the full cost of treatment  
359 for any infestation. Seller agrees to treat any infestation and cure any damage at Seller's expense prior to Closing, provided however,  
360 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  
361 within \_\_\_\_ (if left blank, then 7) business days after the report has been delivered to Seller and Brokers. If Buyer and Seller are unable  
362 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  
363 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  
364 is under 1% of the purchase price.

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

366 Buyer acknowledges that the Property is being sold in an "as is" condition and that this Contract is entered into based upon the knowledge  
367 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  
368 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  
369 the dwelling and all other aspects of the Property, inspected and evaluated by "qualified inspectors" (as the term is defined in subsection  
370 G below) for the purpose of determining the existence of any physical defects or environmental conditions such as outlined above. If  
371 Buyer chooses to make inspections referred to in this paragraph, such inspections must be completed, and written reports including a list  
372 of repairs Buyer is requesting must be furnished to Seller and Brokers within \_\_\_\_ (if left blank, then 14) calendar days after the attorney-  
373 review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section  
374 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  
375 to furnish such written reports to Seller and Brokers within the \_\_\_\_ (if left blank, then 14) calendar days specified in this paragraph,  
376 this contingency clause shall be deemed waived by Buyer, and the Property shall be deemed acceptable by Buyer. The time period for  
377 furnishing the inspection reports is referred to as the "Inspection Time Period." Seller shall have all utilities in service for inspections.  
378

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

380 If any physical defects or environmental conditions (other than radon or woodboring insects) are reported by the qualified inspectors to  
381 Seller within the Inspection Time Period, Seller shall then have seven (7) business days after the receipt of such reports to notify Buyer  
382 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  
383 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  
384 agree to cure or correct such defects within the seven (7) business day period, or if the environmental condition at the Property (other  
385 than radon) is incurable and is of such significance as to unreasonably endanger the health of Buyer, Buyer shall then have the right to  
386 void this Contract by notifying Seller in writing within seven (7) business days thereafter. If Buyer fails to void this Contract within the  
387 seven (7) business day period, Buyer shall have waived Buyer's right to cancel this Contract and this Contract shall remain in full force,  
388 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  
389 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  
390 the provisions of paragraph (B), above.  
391

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

393 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  
394 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)  
395 calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the  
396 Attorney-Review Clause Section of this Contract, then within ten (10) calendar days after the parties agree to the terms of this Contract.  
397 If the mortgage lender requires flood insurance, then Buyer shall be responsible for obtaining such insurance on the Property. For a flood  
398 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  
399 cash transactions. Therefore, cash buyers are advised to make application and make advance payment for a flood policy at least thirty  
400 (30) calendar days in advance of closing if they want coverage to be in effect upon transfer of title.  
401

402 Buyer's mortgage lender may require Buyer to purchase flood insurance in connection with Buyer's purchase of this Property. The  
403 National Flood Insurance Program ("NFIP") provides for the availability of flood insurance but also establishes flood insurance policy  
404 premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the  
405 NFIP, those premiums are increasing and, in some cases, will rise by a substantial amount over the premiums previously charged for  
406 flood insurance for the Property. As a result, Buyer should not rely on the premiums paid for flood insurance on this Property previously  
407 as an indication of the premiums that will apply after Buyer completes the purchase. In considering Buyer's purchase of this Property,  
408 Buyer is therefore urged to consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage,  
409  
410



411 the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may  
412 increase in the future.

413  
414 **(G) Qualifications of Inspectors.**

415 Where the term “qualified inspectors” is used in this Contract, it is intended to refer to persons or businesses that are licensed or certified  
416 by the State of New Jersey for such purpose.

417  
418 **(H) Water Quality.**

419 Buyer acknowledges that Seller, the Broker(s) and/or its agent(s) make no representations concerning the quality of the drinking water  
420 or any drinking water health advisories issued by federal, state and/or municipal agencies, including but not limited to concerning  
421 manufactured chemicals, such as per - and poly- fluoalkyl substances (“PFAS”), or otherwise, at the Property, except as set forth by Seller in  
422 the Seller Property Disclosure Statement, if applicable. Buyer has the right and is advised to contact the local water utility, the municipality  
423 where the Property is located and/or the New Jersey Department of Environmental Protection to learn more about the drinking water at  
424 the Property, as well as testing, monitoring and reducing exposure to contaminants.

425  
426 **17. MEGAN’S LAW STATEMENT:**

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

431  
432 **18. MEGAN’S LAW REGISTRY:**

433 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  
434 Seller nor any real estate broker or salesperson make any representation as to the accuracy of the registry.

435  
436 **19. NOTIFICATION REGARDING OFF-SITE CONDITIONS: (Applicable to all resale transactions.)**

437 Pursuant to the New Residential Construction Off-Site Conditions Disclosure Act, N.J.S.A. 46:3C-1, et seq., the clerks of municipalities in  
438 New Jersey maintain lists of off-site conditions which may affect the value of residential properties in the vicinity of the off-site condition.  
439 Buyers may examine the lists and are encouraged to independently investigate the area surrounding this property in order to become  
440 familiar with any off-site conditions which may affect the value of the property. In cases where a property is located near the border of a  
441 municipality, buyers may wish to also examine the list maintained by the neighboring municipality.

442  
443 **20. AIR SAFETY AND ZONING NOTICE:**

444 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  
445 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  
446 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  
447 Zoning Act also requires that each municipality in an airport safety zone enact an ordinance or ordinances incorporating the standards  
448 promulgated under the Act and providing for their enforcement within the delineated areas in the municipality. Buyer acknowledges  
449 receipt of the following list of airports and the municipalities that may be affected by them and that Buyer has the responsibility to  
450 contact the municipal clerk of any affected municipality concerning any ordinance that may affect the Property.

451 Municipality	Airport(s)	Municipality	Airport(s)
452 Alexandria Tp.	Alexandria & Sky Manor	Hopewell Tp. (Mercer Cty.)	Trenton-Mercer County
453 Andover Tp.	Aeroflex-Andover & Newton	Howell Tp.	Monmouth Executive
454 Bedminster Tp.	Somerset	Lacey Tp.	Ocean County
455 Berkeley Tp.	Ocean County	Lakewood Tp.	Lakewood
456 Berlin Bor.	Camden County	Lincoln Park Bor.	Lincoln Park
457 Blairstown Tp.	Blairstown	Lower Tp.	Cape May County
458 Branchburg Tp.	Somerset	Lumberton Tp.	Flying W & South Jersey Regional
459 Buena Bor. (Atlantic Cty.)	Vineland-Downtown	Manalapan Tp. (Monmouth Cty.)	Old Bridge
460 Dennis Tp.	Woodbine Municipal	Mansfield Tp.	Hackettstown
461 Eagleswood Tp.	Eagles Nest	Manville Bor.	Central Jersey Regional
462 Ewing Tp.	Trenton-Mercer County	Medford Tp.	Flying W
463 E. Hanover Tp.	Morristown Municipal	Middle Tp.	Cape May County
464 Florham Park Bor.	Morristown Municipal	Millville	Millville Municipal
465 Franklin Tp. (Gloucester Cty.)	Southern Cross & Vineland Downtown	Monroe Tp. (Gloucester Cty.)	Cross Keys & Southern Cross
466 Franklin Tp. (Hunterdon Cty.)	Sky Manor	Monroe Tp. (Middlesex Cty.)	Old Bridge
467 Franklin Tp. (Somerset Cty.)	Central Jersey Regional	Montgomery Tp.	Princeton
468 Hammonton Bor.	Hammonton Municipal	Ocean City	Ocean City
469 Hanover Tp.	Morristown Municipal	Old Bridge Tp.	Old Bridge
470 Hillsborough Tp.	Central Jersey Regional	Oldmans Tp.	Oldmans

**Buyer’s**  
**Initials:** \_\_\_\_\_

**Seller’s**  
**Initials:** \_\_\_\_\_

	<b>Municipality</b>	<b>Airport(s)</b>	<b>Municipality</b>	<b>Airport(s)</b>
471				
472	Pemberton Tp.	Pemberton	Vineland City	Kroelinger & Vineland Downtown
473	Pequannock Tp.	Lincoln Park	Wall Tp.	Monmouth Executive
474	Readington Tp.	Solberg-Hunterdon	Wantage Tp.	Sussex
475	Rocky Hill Boro.	Princeton	Robbinsville	Trenton-Robbinsville
476	Southampton Tp.	Red Lion	West Milford Tp.	Greenwood Lake
477	Springfield Tp.	Red Wing	Winslow Tp.	Camden County
478	Upper Deerfield Tp.	Bucks	Woodbine Bor.	Woodbine Municipal

479  
480 The following airports are not subject to the Airport Safety and Zoning Act because they are subject to federal regulation or within the  
481 jurisdiction of the Port of Authority of New York and New Jersey and therefore are not regulated by New Jersey: Essex County Airport,  
482 Linden Airport, Newark Liberty Airport, Teterboro Airport, Little Ferry Seaplane Base, Atlantic City International Airport, and  
483 Maguire Airforce Base and NAEC Lakehurst.  
484

485 **21. BULK SALES:**

486 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,  
487 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  
488 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  
489 (10) business days prior to the Closing. If Buyer decides to deliver the Tax Form to the Division, Seller shall cooperate with Buyer by  
490 promptly providing Buyer with any information that Buyer needs to complete and deliver the Tax Form in a timely manner. Buyer  
491 promptly shall deliver to Seller a copy of any notice that Buyer receives from the Division in response to the Tax Form.  
492

493 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  
494 individual, estate or trust, or any combination thereof, owning the simple dwelling house or seasonal rental property as joint tenants,  
495 tenants in common or tenancy by the entirety. A simple dwelling house is a one or two family residential building, or a cooperative or  
496 condominium unit used as a residential dwelling, none of which has any commercial property. A seasonal rental property is a time  
497 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  
498 permanent residence elsewhere.  
499

500 If, prior to the Closing, the Division notifies Buyer to withhold an amount (the "Tax Amount") from the purchase price proceeds for  
501 possible unpaid tax liabilities of Seller, Buyer's attorney or Buyer's title insurance company (the "Escrow Agent") shall withhold the Tax  
502 Amount from the closing proceeds and place that amount in escrow (the "Tax Escrow"). If the Tax Amount exceeds the amount of  
503 available closing proceeds, Seller shall bring the deficiency to the Closing and the deficiency shall be added to the Tax Escrow. If the  
504 Division directs the Escrow Agent or Buyer to remit funds from the Tax Escrow to the Division or some other entity, the Escrow Agent  
505 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  
506 otherwise directed by the Division) upon receipt of written notice from the Division that it can be released, and that no liability will be  
507 asserted under the Law against Buyer.  
508

509 **22. NOTICE TO BUYER CONCERNING INSURANCE:**

510 Buyer should obtain appropriate casualty and liability insurance for the Property. Buyer's mortgage lender will require that such insurance  
511 be in place at Closing. Occasionally, there are issues and delays in obtaining insurance. Be advised that a "binder" is only a temporary  
512 commitment to provide insurance coverage and is not an insurance policy. Buyer is therefore urged to contact a licensed insurance agent  
513 or broker to assist Buyer in satisfying Buyer's insurance requirements.  
514

515 **23. MAINTENANCE AND CONDITION OF PROPERTY:**

516 Seller agrees to maintain the grounds, buildings and improvements, in good condition, subject to ordinary wear and tear. The premises  
517 shall be in "broom clean" condition and free of debris as of the Closing. Seller represents that all electrical, plumbing, heating and air  
518 conditioning systems (if applicable), together with all fixtures included within the terms of the Contract now work and shall be in proper  
519 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  
520 roof, walls or basement. Seller does not guarantee the continuing condition of the premises as set forth in this Section after the Closing.  
521

522 **24. RISK OF LOSS:**

523 The risk of loss or damage to the Property by fire or otherwise, except ordinary wear and tear, is the responsibility of Seller until the  
524 Closing.  
525

526 **25. INITIAL AND FINAL WALK-THROUGHS:**

527 In addition to the inspections set forth elsewhere in this Contract, Seller agrees to permit Buyer or Buyer's duly authorized  
528 representative to conduct an initial and a final walk-through inspection of the interior and exterior of the Property at any reasonable  
529 time before the Closing. Seller shall have all utilities in service for the inspections.  
530

531 **26. ADJUSTMENTS AT CLOSING:**

532 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  
533 for disbursements and attendance allowed by the Commissioner of Insurance; but all searches, title insurance premium and other  
534 conveyancing expenses are to be paid for by Buyer.  
535

536 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  
537 estate taxes, water and sewer charges that could be claims against the Property, rental and security deposits, association and condominium  
538 dues, and fuel in Seller’s tank. Adjustments of fuel shall be based upon physical inventory and pricing by Seller’s supplier. Such determi-  
539 nation shall be conclusive.

540 If Buyer is assuming Seller’s mortgage loan, Buyer shall credit Seller for all monies, such as real estate taxes and insurance premiums paid  
541 in advance or on deposit with Seller’s mortgage lender. Buyer shall receive a credit for monies, which Seller owes to Seller’s Mortgage  
542 lender, such as current interest or a deficit in the mortgage escrow account.  
543

544 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.  
545 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  
546 Tax”, in the amount of one (1%) percent of the purchase price.  
547

548 Unless an exemption applies, non-resident individuals, estates, or trusts that sell or transfer real property in New Jersey are required to  
549 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  
550 “Exit Tax,”) as a condition of the recording of the deed.  
551

552 If Seller is a foreign person (an individual, corporation or entity that is a non-US resident) under the Foreign Investment in Real  
553 Property Tax Act of 1980, as amended (“FIRPTA”), then with a few exceptions, a portion of the proceeds of sale may need to be  
554 withheld from Seller and paid to the Internal Revenue Service as an advance payment against Seller’s tax liability.  
555 Seller agrees that, if applicable, Seller will (a) be solely responsible for payment of any state or federal income tax withholding amount(s)  
556 required by law to be paid by Seller (which Buyer may deduct from the purchase price and pay at the Closing); and (b) execute  
557 and deliver to Buyer at the Closing any and all forms, affidavits or certifications required under state and federal law to be filed in  
558 connection with the amount(s) withheld.

559 There shall be no adjustment on any Homestead Rebate due or to become due.  
560

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

562 If Seller fails to close title to the Property in accordance with this Contract, Buyer then may commence any legal or equitable action  
563 to which Buyer may be entitled. If Buyer fails to close title in accordance with this Contract, Seller then may commence an action  
564 for damages it has suffered, and, in such case, the deposit monies paid on account of the purchase price shall be applied against such  
565 damages. If Buyer or Seller breach this Contract, the breaching party will nevertheless be liable to Brokers for the commissions in the  
566 amount set forth in this Contract, as well as reasonable attorneys’ fees, costs and such other damages as are determined by the Court.  
567 If either Seller or Buyer commence such an action, in addition to any other remedy, the prevailing party will be entitled to reasonable  
568 attorneys’ fees, costs and such other relief as is determined by the Court.  
569

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

571 By signing below, Seller and Buyer acknowledge they received the Consumer Information Statement on New Jersey Real Estate  
572 Relationships from the Broker(s) prior to the first showing of the Property.  
573

574 **29. DECLARATION OF BROKER(S)’S BUSINESS RELATIONSHIP(S):**

575 (A) \_\_\_\_\_, (name of firm) and its authorized  
576 representative(s) \_\_\_\_\_  
577 \_\_\_\_\_  
578 (name(s) of licensee(s))

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

581  SELLER’S AGENT  BUYER’S AGENT  DISCLOSED DUAL AGENT  TRANSACTION BROKER.  
582

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

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

586  SELLER’S AGENT  BUYER’S AGENT  TRANSACTION BROKER.  
587

588 **30. BROKERS’ INFORMATION AND COMMISSION:**

589 The commission, in accord with the previously executed listing agreement, shall be due and payable at the Closing and payment by Buyer  
590 of the purchase consideration for the Property. Seller hereby authorizes and instructs whomever is the disbursing agent to pay the full

591 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  
592 funds to Seller. Buyer consents to the disbursing agent making said disbursements. The commission shall be paid upon the purchase price  
593 set forth in Section 2 and shall include any amounts allocated to, among other things, furniture and fixtures.  
594

595 **Keller Williams Realty City Life**  
596 **Listing Firm** \_\_\_\_\_ REC License ID

598 **Walter Burns**  
599 **Listing Agent** \_\_\_\_\_ REC License ID

601 **100 Washington Street** \_\_\_\_\_ **Hoboken** \_\_\_\_\_ **NJ 07030**  
602 Address

604 **201-659-8600x439**  
605 Office Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Agent Cell Phone \_\_\_\_\_  
606 (Per Listing Agreement)

607 **walter@livingonthehudson.com**  
608 E-mail \_\_\_\_\_ **Commission due Listing Firm**

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

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

617 Address \_\_\_\_\_

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

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

625 **31. EQUITABLE LIEN:**  
626 Under New Jersey law, brokers who bring the parties together in a real estate transaction are entitled to an equitable lien in the amount  
627 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  
628 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  
629 disburses the funds at the Closing in this transaction should not release any portion of the commission to any party other than Broker(s)  
630 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  
631 Broker(s) is resolved and written authorization to release the funds is provided by Broker(s).  
632

633 **32. DISCLOSURE THAT BUYER OR SELLER IS A REAL ESTATE LICENSEE:**  Applicable  Not Applicable  
634 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  
635 that the person is a licensee. \_\_\_\_\_ therefore discloses that he/she is licensed in New Jersey as  
636 a real estate  broker  broker-salesperson  salesperson  referral agent.  
637

638 **33. BROKERS TO RECEIVE CLOSING DISCLOSURE AND OTHER DOCUMENTS:**  
639 Buyer and Seller agree that Broker(s) involved in this transaction will be provided with the Closing Disclosure documents and any  
640 amendments to those documents in the same time and manner as the Consumer Financial Protection Bureau requires that those  
641 documents be provided to Buyer and Seller. In addition, Buyer and Seller agree that, if one or both of them hire an attorney who  
642 disapproves this Contract as provided in the Attorney-Review Clause Section, then the attorney(s) will notify the Broker(s) in writing when  
643 either this Contract is finalized or the parties decide not to proceed with the transaction.  
644

645 **34. PROFESSIONAL REFERRALS:**  
646 Seller and Buyer may request the names of attorneys, inspectors, engineers, tradespeople or other professionals from their Brokers  
647 involved in the transaction. Any names provided by Broker(s) shall not be deemed to be a recommendation or testimony of competency of  
648 the person or persons referred. Seller and Buyer shall assume full responsibility for their selection(s) and hold Brokers and/or salespersons  
649 harmless for any claim or actions resulting from the work or duties performed by these professionals.  
650

651 **35. ATTORNEY-REVIEW CLAUSE:**

652 **(1) Study by Attorney.**

653 Buyer or Seller may choose to have an attorney study this Contract. If an attorney is consulted, the attorney must complete his or her  
654 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  
655 attorney for Buyer or Seller reviews and disapproves of the Contract.

656 **(2) Counting the Time.**

657 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  
658 legal holidays. Buyer and Seller may agree in writing to extend the three-day period for attorney review.

659 **(3) Notice of Disapproval.**

660 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  
661 named in this Contract within the three-day period. Otherwise this Contract will be legally binding as written. The attorney must send  
662 the notice of disapproval to the Broker(s) by fax, e-mail, personal delivery, or overnight mail with proof of delivery. Notice by overnight  
663 mail will be effective upon mailing. The personal delivery will be effective upon delivery to the Broker's office. The attorney may also,  
664 but need not, inform the Broker(s) of any suggested revision(s) in the Contract that would make it satisfactory.

665 **36. NOTICES:**

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

670 **37. NO ASSIGNMENT:**

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

673 **38. ELECTRONIC SIGNATURES AND DOCUMENTS:**

674 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,  
675 including but not limited to the parties and their representatives having the right to use electronic signatures and electronic documents that  
676 are created, generated, sent, communicated, received or stored in connection with this transaction. Since Section 11 of the Act provides  
677 that acknowledging an electronic signature is not necessary for the signature of such a person where all other information required to  
678 be included is attached to or logically associated with the signature or record, such electronic signatures, including but not limited to an  
679 electronic signature of one of the parties to this Contract, do not have to be witnessed.

680 **39. CORPORATE RESOLUTIONS:**

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

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

684 This Contract contains the entire agreement of the parties. No representations have been made by any of the parties, the Broker(s) or its  
685 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  
686 and responsibilities and only may be amended by an agreement in writing signed by Buyer and Seller.

687 **41. APPLICABLE LAWS:**

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

690 **42. ADDENDA:**

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

- |  |  |
|--|--|
| 692 <input type="checkbox"/> Buyer's Property Sale Contingency             | 692 <input type="checkbox"/> Private Well Testing                    |
| 693 <input type="checkbox"/> Condominium/Homeowner's Associations          | 693 <input type="checkbox"/> Properties With Three (3) or More Units |
| 694 <input type="checkbox"/> Coronavirus                                   | 694 <input type="checkbox"/> Seller Concession                       |
| 695 <input type="checkbox"/> FHA/VA Loans                                  | 695 <input type="checkbox"/> Short Sale                              |
| 696 <input type="checkbox"/> Lead Based Paint Disclosure (Pre-1978)        | 696 <input type="checkbox"/> Solar Panel                             |
| 697 <input type="checkbox"/> New Construction                              | 697 <input type="checkbox"/> Swimming Pools                          |
| 698 <input type="checkbox"/> Private Sewage Disposal (Other than Cesspool) | 698 <input type="checkbox"/> Underground Fuel Tank(s)                |

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**43. ADDITIONAL CONTRACTUAL PROVISIONS:**

**WITNESS:**

_____	BUYER	_____	Date
_____	BUYER	_____	Date
_____	BUYER	_____	Date
_____	BUYER	_____	Date
_____	SELLER	_____	Date
_____	SELLER	_____	Date
_____	SELLER	_____	Date
_____	SELLER	_____	Date