

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



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



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

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

CONTRACT OF SALE

1. PURCHASE AGREEMENT AND PROPERTY DESCRIPTION:

Buyer,

whose address is

AGREES TO PURCHASE FROM

Seller,

whose address is

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

Property Address:

Shown on the municipal tax map of

County

As Lot Block Approximate size of lot

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

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

3. MANNER OF PAYMENT:

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

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

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

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

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

(D) BALANCE OF PURCHASE PRICE.

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

TOTAL PURCHASE PRICE: \$

Buyer's Initials: Seller's Initials:

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

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

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

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

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

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

79 NAME	LOCATION	RENT	SECURITY DEPOSIT	TERM
80				
81				
82				

83 **7. QUALITY OF TITLE:**

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

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

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

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

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

109 Gas and electric fixtures, cooking ranges and ovens, hot water heaters, linoleum, T.V. antenna, screens, storm sash,  
110 shades, blinds, awnings, radiator covers, heating apparatus and sump pump, if any, except where owned by tenants,  
111 are included in this sale. All of the appliances shall be in working order as of the closing of title. **This provision shall**  
112 **not survive closing of title.** This means that the Seller **DOES NOT GUARANTEE** the condition of the appliances  
113 **AFTER** the deed and affidavit of title have been delivered to the Buyer at the "Closing". **The following items are**  
114 **also specifically included:**  
115  
116  
117  
118

119 **10. ITEMS EXCLUDED FROM SALE:**  
120  
121  
122

123 **11. ASSESSMENTS:**

124 All confirmed assessments and all unconfirmed assessments which may be imposed by the municipality for public  
125 improvements which have been completed as of the date of Closing are to be paid in full by the Seller or credited to  
126 the Buyer at the Closing. A confirmed assessment is a lien (legal claim) against the Property. An unconfirmed  
127 assessment is a potential lien (legal claim) which, when approved by the appropriate governmental body, will become  
128 a legal claim against the Property.  
129

130 **12. FINAL INSPECTION:**

131 Seller agrees to permit the Buyer or the Buyer's duly authorized representative to examine the interior and  
132 exterior of the Property at any reasonable time immediately before Closing.  
133

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

135 If the New Jersey Hotel and Multiple Dwelling Health and Safety Act applies to the Property, the Seller  
136 represents that the Property complies with the requirements of the Act.  
137

138 **14. NO ASSIGNMENT:**

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

142 **15. RISK OF LOSS:**

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

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

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

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

154 The Seller agrees to maintain the grounds, buildings and improvements, in good condition, subject to ordinary  
155 wear and tear. The premises shall be in "broom clean" condition and free of debris on the date of Closing. Seller  
156 represents that all electrical, plumbing, heating and air conditioning systems (if applicable), together with all fixtures  
157 included within the terms of the Agreement now work and shall be in proper working order at the time of Closing.  
158 Seller further states, that to the best of Seller's knowledge, there are currently no leaks or seepage in the roof, walls or  
159 basement **UNLESS OTHERWISE INDICATED IN THE ADDITIONAL CONTRACTUAL PROVISIONS**  
160 **SECTION (Section 35) OF THIS AGREEMENT. ALL REPRESENTATIONS AND/OR STATEMENTS**  
161 **MADE BY THE SELLER, IN THIS SECTION, SHALL NOT SURVIVE CLOSING OF TITLE.** This means  
162 that the Seller **DOES NOT GUARANTEE** the condition of the premises **AFTER** the deed and affidavit of title have  
163 been delivered to the Buyer at the "Closing".

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

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

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

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

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

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

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

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

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

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

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

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

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

241  
242 **(c) Buyer's Rights To Inspections**

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

256  
257 **(d) Responsibilities to Cure**

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

271  
272 **(e) Flood Hazard Area (delete if not applicable)**

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

275  
276 **(f) Qualifications of Inspectors**

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

279  
280 **21. NOTICES:**

281 All notices as required in this Contract must be in writing. All notices shall be by certified mail, by telegram,  
282 telefax or by delivering it personally. The telegram, certified letter or telefax will be effective upon sending. The  
283 personal delivery will be effective upon delivery to the other party. Notices to the Seller shall be addressed to the  
284 address that appears on line eleven (11) of this Contract. Notice to the Buyer shall be addressed to the address that  
285 appears on line five (5) of this Contract.

286  
287 **22. MEGAN'S LAW STATEMENT:**

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

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

306  
307 **24. ATTORNEY REVIEW CLAUSE:**  
308 **(1) Study by Attorney**  
309 The Buyer or the Seller may choose to have an attorney study this Contract. If an attorney is consulted, the  
310 attorney must complete his or her review of the Contract within a three-day period. This Contract will be legally  
311 binding at the end of this three-day period unless an attorney for the Buyer or the Seller reviews and disapproves of  
312 the Contract.

313  
314 **(2) Counting the Time**  
315 You count the three days from the date of delivery of the signed Contract to the Buyer and Seller. You do not  
316 count Saturdays, Sundays or legal holidays. The Buyer and the Seller may agree in writing to extend the three-day  
317 period for attorney review.

318  
319 **(3) Notice of Disapproval**  
320 If an attorney for the Buyer or the Seller reviews and disapproves of this Contract, the attorney must notify the  
321 REALTOR®(S) and the other party named in this Contract within the three-day period. Otherwise this Contract will  
322 be legally binding as written. The attorney must send the notice of disapproval to the REALTOR®(S) by certified  
323 mail, by telegram, or by delivering it personally. The telegram or certified letter will be effective upon sending. The  
324 personal delivery will be effective upon delivery to the REALTOR®(S) Office. The attorney may also, but need not,  
325 inform the REALTOR® (S) of any suggested revision(s) in the Contract that would make it satisfactory.

326  
327 **25. ENTIRE AGREEMENT; PARTIES LIABLE:**  
328 This Agreement contains the entire agreement of the parties. No representations have been made by any of the  
329 parties, the Broker(s) or his/her/their agents except as set forth in this Agreement. This Agreement is binding upon all  
330 parties who sign it and all who succeed to their rights and responsibilities.

331  
332 **26. BROKER'S COMMISSION:**  
333 The commission, in accord with the previously executed listing agreement, shall be due and payable at the time of  
334 actual closing of title and payment by Buyer of the purchase consideration for the Property. The Seller hereby  
335 authorizes and instructs the Buyer's attorney, or the Buyer's title insurance company or whomever is the disbursing  
336 agent to pay the full commission as set forth below to the below mentioned Broker/Brokers out of the proceeds of sale  
337 prior to the payment of any such funds to the Seller. Buyer consents to the disbursing agent making the said  
338 disbursements.

339  
340 **COMMISSION IN ACCORD WITH PREVIOUSLY EXECUTED**  
341 **LISTING AGREEMENT, LESS PARTICIPATING BROKER'S**  
342 **COMMISSION (IF ANY)**  
343 \_\_\_\_\_  
344 Listing Broker  
345 \_\_\_\_\_  
346 Address and Telephone #  
347 \_\_\_\_\_  
348 Participating Broker \_\_\_\_\_ Commission  
349 \_\_\_\_\_  
350 Address and Telephone #

351  
352 **27. FAILURE OF BUYER OR SELLER TO SETTLE:**  
353 In the event the Seller willfully fails to close title to the Property in accordance with this Contract, the Buyer may  
354 commence any legal or equitable action to which the Buyer may be entitled. In the event the Buyer fails to close title  
355 in accordance with this Contract, the Seller then may commence an action for damages it has suffered, and, in such  
356 case, the deposit monies paid on account of the purchase price shall be applied against such damages. In the event the  
357 Seller breaches this Contract, Seller will, nevertheless, be liable to the Broker for commissions in the amount set forth  
358 in this Contract.

359  
360 **28. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT:**  
361 By signing below the sellers and purchasers acknowledge they received the Consumer Information Statement on  
362 New Jersey Real Estate Relationships from the brokerage firms involved in this transaction prior to the first showing  
363 of the property.

364  
365 **29. DECLARATION OF LICENSEE BUSINESS RELATIONSHIP(S):**  
366 (a) \_\_\_\_\_, (name of firm) AND  
367 \_\_\_\_\_ (name(s) of licensee(s)), AS ITS AUTHORIZED  
368 REPRESENTATIVE(S), ARE WORKING IN THIS TRANSACTION AS (choose one)  SELLER'S  
369 AGENTS  BUYER'S AGENTS  DISCLOSED DUAL AGENTS  TRANSACTION BROKERS

373 (b) INFORMATION SUPPLIED BY \_\_\_\_\_ (name of  
374 other firm) HAS INDICATED THAT IT IS OPERATING IN THIS TRANSACTION AS A (choose one)  
375  SELLER'S AGENT  BUYER'S AGENT  DISCLOSED DUAL AGENT  TRANSACTION  
376 BROKER

377  
378 **30. NEW CONSTRUCTION RIDER:**

379 If the property being sold consists of a lot and a detached single family home (the "House") to be constructed  
380 upon the lot by the Seller, the "Rider To Contract of Sale of Real Estate - New Construction" has been signed by  
381 Buyer and Seller and is appended to and made a part of this Agreement.  
382

383 **31. NOTICE TO SELLER:**

384 (a) Private Well Testing

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

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

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

409 (b) Point-of-Entry Treatment (POET) Systems

410 Pursuant to N.J.A.C. 7:1J-2.5 (c) , the seller of a property with a POET system that was installed and  
411 maintained at the expense of the Spill Fund must notify the Department of Environmental  
412 Protection within 30 days of executing a binding contract that the property is to be sold.  
413

414 **32. MEGAN'S LAW REGISTRY:**

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

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

420 The Certificate of smoke detectors, carbon monoxide alarm and portable fire extinguisher compliance  
421 (CSDCMAPFEC) as required by law, shall be the responsibility of the Seller.  
422

423 **34. NOTICE TO BUYERS CONCERNING INSURANCE:**

424 Buyers should obtain appropriate casualty and liability insurance for the Property. Your mortgage lender will  
425 require that such insurance be in place at time of closing. Occasionally there are issues and delays in obtaining  
426 insurance. Be advised that a "binder" is only a temporary commitment to provide insurance coverage and is not an  
427 insurance policy. You are therefore urged to contact a licensed insurance agent or broker to assist you in satisfying  
428 your insurance requirements.  
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430 **35. ADDITIONAL CONTRACTUAL PROVISIONS (if any):**  
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450 35. ADDITIONAL CONTRACTUAL PROVISIONS (concluded):

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

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



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541 **IN THE PRESENCE OF:**

542

543

544 \_\_\_\_\_ (L.S.)

545 \_\_\_\_\_ Date BUYER

546

547 \_\_\_\_\_ (L.S.)

548 \_\_\_\_\_ Date BUYER

549

550 \_\_\_\_\_ (L.S.)

551 \_\_\_\_\_ Date SELLER

552

553 \_\_\_\_\_ (L.S.)

554 \_\_\_\_\_ Date SELLER