

# 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

©1996 New Jersey Association of REALTORS®, Inc. 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 initial and additional 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.)

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

48 \_\_\_\_\_ year direct reduction plan with interest at not more than \_\_\_\_\_% and not more than  
49 \_\_\_\_\_ Points. Buyer agrees to pay not more than \_\_\_\_\_ Points. Seller agrees  
50 to pay not more than \_\_\_\_\_ Points. **IF THE MORTGAGE LOAN HAS NOT BEEN**  
51 **ARRANGED, OR IF THE BUYER HAS NOT NOTIFIED SELLER OF BUYER'S DECISION TO**  
52 **COMPLETE THE TRANSACTION WITHOUT OBTAINING A MORTGAGE COMMITMENT,**  
53 **ON OR BEFORE \_\_\_\_\_ (DATE) THEN EITHER BUYER OR**  
54 **SELLER MAY VOID THIS AGREEMENT BY WRITTEN NOTICE TO THE OTHER PARTY.** The  
55 method of notifying the other party shall be in accordance with Section 21 of the Agreement. \$ \_\_\_\_\_  
56

57 (D) **BALANCE OF PURCHASE PRICE.** The balance of the purchase price shall be paid by cash,  
58 certified check or Attorney's Trust Account check on delivery of a \_\_\_\_\_  
59 (Type of Deed). Title to the Property will be free from all claims or rights of others, except as described  
60 in Sections 6, 7 and 8 of this Agreement. The deed shall contain the full legal description of the Property.  
61 Payment of the balance of the purchase price by Buyer and delivery of the deed and affidavit of title by Seller  
62 occur at the "Closing." The Closing will take place on or before \_\_\_\_\_, at  
63 the office of \_\_\_\_\_ or such other place as the Seller and the Buyer  
64 may agree. \$ \_\_\_\_\_  
65

66 **TOTAL PURCHASE PRICE:** \$ \_\_\_\_\_  
67

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

69 Buyer represents that Buyer has sufficient cash available (together with the mortgage referred to in Section 3) to complete  
70 this purchase.  
71

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

73 The Buyer and Seller certify that this Contract accurately reflects the gross sale price as indicated on line sixty-six (66) of this Contract.  
74 The Buyer and Seller **UNDERSTAND AND AGREE** that **THIS INFORMATION SHALL BE DISCLOSED** to the Internal Revenue  
75 Service as required by law.  
76

77 **6. TENANTS, IF ANY:**

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

80 NAME	81 LOCATION	82 RENT	83 SECURITY DEPOSIT	84 TERM
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85 **7. QUALITY OF TITLE:**

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

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

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

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

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

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**OWN EXPENSE, PRIOR TO THE CLOSING OF TITLE.**

**9. ITEMS INCLUDED IN SALE:**

Gas and electric fixtures, cooking ranges and ovens, hot water heaters, linoleum, T.V. antenna, screens, storm sash, shades, blinds, awnings, radiator covers, heating apparatus and sump pump, 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 of title. **This provision shall not survive closing of title.** This means that the Seller **DOES NOT GUARANTEE** the condition of the appliances **AFTER** the deed and affidavit of title have been delivered to the Buyer at the "Closing". **The following items are also specifically included:**

**10. ITEMS EXCLUDED FROM SALE:**

**11. ASSESSMENTS:**

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

**12. FINAL INSPECTION:**

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

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

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

**14. NO ASSIGNMENT:**

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

**15. RISK OF LOSS:**

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

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

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

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

The Seller agrees to maintain the grounds, buildings and improvements, in good condition, subject to ordinary wear and tear. The premises shall be in "broom clean" condition and free of debris on the date of Closing. Seller represents that all electrical, plumbing, heating and air conditioning systems (if applicable), together with all fixtures included within the terms of the Agreement now work and shall be in proper working order at the time of Closing. Seller further states, that to the best of Seller's knowledge, there are currently no leaks or seepage in the roof, walls or basement **UNLESS OTHERWISE INDICATED IN THE ADDITIONAL CONTRACTUAL PROVISIONS SECTION (SECTION 36) OF THIS AGREEMENT. ALL REPRESENTATIONS AND/OR STATEMENTS MADE BY THE SELLER, IN THIS SECTION, SHALL NOT SURVIVE THE CLOSING OF TITLE.** This means that the seller **DOES NOT GUARANTEE** the condition of the premises after the deed and affidavit of title have been delivered to the Buyer at the "Closing".

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

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

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

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

This Agreement 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 the Buyer at the Buyer's expense, within ten (10) calendar days after the termination of the Attorney Review period set forth in Section 25 of this Agreement (the "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 to be 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 (5) days from the Completion Date, the Buyer delivers a copy of the inspection and/or risk assessment report to the Seller and Broker(s) and (a) advises Seller and Broker(s), in writing, that Buyer is voiding this Agreement; or (b) delivers to Seller and Broker(s) a written amendment (the "Amendment") to this Agreement listing the specific existing deficiencies and corrections required by the Buyer. The Amendment shall provide that the Seller agrees to (a) correct the deficiencies; and (b) furnish the Buyer with a certification from a certified inspector/risk assessor that the deficiencies have been corrected, before the date of Closing. The Seller shall have \_\_\_\_\_ 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 Agreement shall be null and void. In the event Seller offers a counter-proposal, Buyer shall have \_\_\_\_\_ days after receipt of the counter-proposal to accept it. If the Buyer fails to accept the counter-proposal within the time limit provided, this Agreement shall be null and void.

**20. INSPECTION CONTINGENCY CLAUSE:**

**(a) Responsibilities of Home Ownership**

The 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 the Broker(s) and Salesperson(s) who are involved in this transaction are trained as licensees under the License Law of the State of New Jersey, 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, the Broker(s) and Salesperson(s) 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, electrical systems, sewage, plumbing, exterior drainage, termite and other types of insect infestation or damage caused by such infestation. Moreover, the Broker(s) and Salesperson(s) similarly have no special training, knowledge or experience with regard to evaluation of possible environmental conditions which might affect the Property pertaining to the dwelling such as the existence of radon gas, formaldehyde gas, airborne asbestos fibers, toxic chemicals, underground storage tanks, lead, mold or other pollutants in the soil, air or water.

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

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

If the Property has been tested for radon prior to the date of this Agreement, Seller agrees to provide to the Buyer, at the time of the execution of this Agreement, 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 subparagraph ( C ) 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 Agreement by notifying the Seller in writing within seven (7) calendar days of the receipt of any such report. For the purposes of this Paragraph 20, 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 Agreement. Under those circumstances, the Seller shall be under no obligation to remediate, and this contingency clause as it relates to radon shall be deemed fully satisfied.

If the 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) calendar day period after receipt of such report to notify Buyer in writing that the Seller agrees to remediate the gas concentration to an Acceptable Level (unless the Buyer has voided this Agreement as provided in the preceding paragraph). Upon such remediation, the contingency in this Agreement 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 Agreement by notifying the Seller in writing within seven (7) calendar days thereafter. If Buyer shall fail to void this Contract within the seven (7) day period, the Buyer shall have waived his right to cancel this Contract, and this Contract shall remain in full force and effect, and Seller shall be under no obligation

220 to remediate the radon gas concentration. If Seller shall agree to remediate the radon to an Acceptable Level, such remediation and  
221 associated testing shall be completed by Seller prior to the closing of title.

222  
223 **(c) Buyer's Rights to Inspections**

224 The Buyer acknowledges that the Property is being sold in an "AS IS" condition and that this Agreement is entered into based upon  
225 the knowledge of the Buyer as to the value of the land and whatever buildings are upon the Property, and not on any representation made  
226 by the Seller, the named Broker(s) or their agents as to character or quality. Therefore, the Buyer, at the Buyer's sole cost and expense,  
227 is granted the right to have the dwelling and all other aspects of the Property, inspected and evaluated by "qualified inspectors" (as the  
228 term is defined in paragraph (f) below) for the purpose of determining the existence of any physical defects or environmental conditions  
229 such as outlined above. If Buyer chooses to make the inspections referred to in this paragraph, such inspections must be completed, and  
230 written reports must be furnished to the Seller listed in Section 1 and Broker(s) listed in Section 27 of this Agreement within \_\_\_\_\_  
231 calendar days after the end of the Attorney Review Period set forth in Section 25 of this Agreement. If Buyer shall fail to furnish such  
232 written reports to the Seller and Broker(s) within the time period specified in this paragraph, this contingency clause shall be deemed  
233 waived by Buyer, and the Property shall be deemed acceptable by Buyer. The time period for furnishing the inspection reports is referred  
234 to as the "Inspection Time Period."

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236 **(d) Responsibilities to Cure**

237 If any physical defects, or environmental conditions (other than radon) are reported by the qualified inspectors to the Seller within the  
238 Inspection Time Period, the Seller shall then have seven (7) calendar days after the receipt of such reports to notify the Buyer in writing  
239 that the Seller shall correct or cure any of the defects set forth in such reports. If Seller shall fail to notify Buyer of Seller's agreement to  
240 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 shall fail to  
241 agree to cure or correct such defects within said seven (7) day period, or if any part of the dwelling is found to be located within a flood  
242 hazard area, or if the environmental condition at the Property (other than radon) is incurable and is of such significance as to unreasonably  
243 endanger the health of the Buyer, the Buyer shall then have the right to void this Contract by notifying the Seller in writing within seven  
244 (7) calendar days thereafter. If Buyer shall fail to void this Contract within the seven (7) day period, the Buyer shall have waived his right  
245 to cancel this Contract and this Contract shall remain in full force, and Seller shall be under no obligation to correct or cure any of the  
246 defects set forth in the inspections. If Seller shall agree to correct or cure such defects, all such repair work shall be completed by Seller  
247 prior to the closing of title. Radon at the Property shall be governed by the provisions of Paragraph (b), above.

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249 **(e) Flood Hazard Area (check if not applicable  )**

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

252  
253 **(f) Qualifications of Inspectors**

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

256  
257 **21. NOTICES:**

258 All notices as required in this Contract must be in writing. All notices shall be by certified mail, by telegram, telefax or by delivering it  
259 personally. The telegram, certified letter or telefax will be effective upon sending. The personal delivery will be effective upon delivery  
260 to the other party. Notices to the Seller shall be addressed to the address that appears on line thirteen (13) of this Contract. Notice to the  
261 Buyer shall be addressed to the address that appears on line five (5) of this Contract.

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263 **22. MEGAN'S LAW STATEMENT:**

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

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270 **23. NOTICE ON OFF-SITE CONDITIONS: (Applicable to all resale transactions)**

271 **PURSUANT TO THE NEW RESIDENTIAL CONSTRUCTION OFF-SITE CONDITIONS DISCLOSURE ACT, P.L. 1995,**  
272 **C. 253, THE CLERKS OF MUNICIPALITIES IN NEW JERSEY MAINTAIN LISTS OF OFF-SITE CONDITIONS WHICH**  
273 **MAY AFFECT THE VALUE OF RESIDENTIAL PROPERTIES IN THE VICINITY OF THE OFF-SITE CONDITION.**  
274 **PURCHASERS MAY EXAMINE THE LISTS AND ARE ENCOURAGED TO INDEPENDENTLY INVESTIGATE THE**  
275 **AREA SURROUNDING THIS PROPERTY IN ORDER TO BECOME FAMILIAR WITH ANY OFF-SITE CONDITIONS**  
276 **WHICH MAY AFFECT THE VALUE OF THE PROPERTY. IN CASES WHERE A PROPERTY IS LOCATED NEAR THE**

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

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**BORDER OF A MUNICIPALITY, PURCHASERS MAY WISH TO ALSO EXAMINE THE LIST MAINTAINED BY THE NEIGHBORING MUNICIPALITY.**

**24. BULK SALES:**

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, the Buyer may be liable for taxes owed by the Seller if the Law applies and the Buyer does not deliver to the Director of the New Jersey Division of Taxation (the "Division") a copy of this Contract and a notice on a form required by the Division (the "Tax Form") at least 10 business days prior to the Closing. If the Buyer decides to deliver the Tax Form to the Division, the Seller shall cooperate with the Buyer by promptly providing the Buyer with any information that the Buyer needs to complete and deliver the Tax Form in a timely manner. The Buyer promptly shall deliver to the Seller a copy of any notice that the Buyer receives from the Division in response to the Tax Form.

The Law does not apply to the sale of a simple dwelling house, or the sale or lease of a seasonal rental property, if the Seller is an individual, estate or trust. A simple dwelling house is a one or two family residential building, or a cooperative or condominium unit used as a residential dwelling, none of which has any commercial property. A seasonal rental property is a time 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 permanent residence elsewhere.

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

**25. ATTORNEY REVIEW CLAUSE:**

**(1) Study by Attorney**

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

**(2) Counting the Time**

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

**(3) Notice of Disapproval**

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

**26. ENTIRE AGREEMENT; PARTIES LIABLE:**

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

**27. BROKER'S COMMISSION:**

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

Listing Broker

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

Address and Telephone #

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

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Participating Broker

Commission

Address and Telephone #

**28. FAILURE OF BUYER OR SELLER TO SETTLE:**

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

**29. CONSUMER INFORMATION STATEMENT ACKNOWLEDGEMENT:**

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

**30. DECLARATION OF LICENSEE BUSINESS RELATIONSHIP(S):**

(a) \_\_\_\_\_, (name of firm) AND

\_\_\_\_\_ (name(s) of licensee(s)), AS ITS AUTHORIZED REPRESENTATIVE(S), ARE WORKING IN THIS TRANSACTION AS (choose one)

SELLER'S AGENTS     BUYER'S AGENTS     DISCLOSED DUAL AGENTS     TRANSACTION BROKERS.

(b) INFORMATION SUPPLIED BY \_\_\_\_\_ (name of other firm) HAS INDICATED THAT IT IS OPERATING IN THIS TRANSACTION AS A (choose one)

SELLER'S AGENTS     BUYER'S AGENTS     DISCLOSED DUAL AGENTS     TRANSACTION BROKERS.

**31. NEW CONSTRUCTION RIDER:**

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

**32. NOTICE TO SELLER**

(a) Private Well Testing

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

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 this Contract is for the sale of real property whose potable water supply is provided from a private well and the analytical results of prior water tests no longer are valid, a test on the water supply must be performed by a laboratory certified by NJDEP. Seller agrees to procure the test, at Seller's sole cost and expense and to provide a copy of the test results to Buyer within seven (7) calendar days after receiving the report(s). Seller shall order the new test or, if applicable, provide Buyer with the valid prior water test within seven (7) calendar days after the end of the Attorney Review Period set forth in Section 25 of this Agreement. The test shall cover the parameters set forth in the Act and regulations. As required in the Act, prior to closing of title, Seller and Buyer shall each certify in writing that they have received and read a copy of the water test results.

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

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



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

394 (c) **Cesspool Requirements.**

395 **(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.)**

396 Pursuant to New Jersey's Standards for Individual Subsurface Sewage Disposal Systems, N.J.A.C. 7:9A (the "Standards"), if this  
397 Contract is for the sale of real property at which any cesspool, privy, outhouse, latrine or pit toilet (collectively "Cesspool") is located, the  
398 Cesspool must be abandoned and replaced with an individual subsurface sewage disposal system at or before the time of the real property  
399 transfer, except in limited circumstances.

400 (i) Seller has represented and continues to represent to Buyer that  no Cesspool is located at or on the Property, or  one or more  
401 Cesspools are located at or on the Property. **[If there are one or more Cesspools, then also check EITHER Box 1 or 2 below.]**

402 1.  Seller agrees that, prior to closing of title and at its sole cost and expense, Seller shall abandon and replace any and all Cesspools  
403 located at or on the Property and replace such Cesspools with an individual subsurface sewage disposal system ("System") meeting all  
404 the requirements of the Standards. At or prior to closing of title, Seller shall deliver to Buyer a certificate of compliance ("Certificate of  
405 Compliance") issued by the administrative authority ("Administrative Authority") (as those terms are defined in N.J.A.C.7:9A-2.1) with  
406 respect to the System. Notwithstanding the foregoing, if the Administrative Authority determines that a fully compliant system cannot  
407 be installed at the Property, then Seller shall notify Buyer in writing within three (3) calendar days of its receipt of the Administrative  
408 Authority's determination of its intent to install either a nonconforming System or a permanent holding tank, as determined by the  
409 Administrative Authority ("Alternate System"), and Buyer shall then have the right to void this Contract by notifying Seller in writing  
410 within seven (7) calendar days of receipt of the notice from Seller. If Buyer fails to timely void this Contract, Buyer shall have waived its  
411 right to cancel this Contract under this subparagraph, and Seller shall install the Alternate System and, at or prior to closing of title, deliver  
412 to Buyer such Certificate of Compliance or other evidence of approval of the Alternate System as may be issued by the Administrative  
413 Authority. The delivery of said Certificate of Compliance or other evidence of approval shall be a condition precedent to the closing of  
414 title; or

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

420 (ii) If at any time prior to the Closing, either Buyer or Seller becomes aware of any Cesspool at or on the Property that was not disclosed  
421 by Seller at or prior to execution of this Contract, the party with knowledge of the newly identified Cesspool shall promptly, but in no  
422 event later than three (3) calendar days after receipt of such knowledge, advise the other party of the newly identified Cesspool in writing.  
423 In such event, the parties in good faith shall agree, no later than seven (7) calendar days after sending or receiving the written notice of the  
424 newly identified Cesspool, or the day preceding the scheduled closing of title, whichever is sooner, to proceed pursuant to Section 32(c)  
425 (i)1 or 2 above or such other agreement as satisfies the Standards, or either party may terminate this Contract.

426  
427 **33. MEGAN'S LAW REGISTRY:**

428 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).

429  
430 **34. SMOKE DETECTORS, CARBON MONOXIDE ALARM AND PORTABLE FIRE EXTINGUISHER COMPLIANCE:**

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

433  
434 **35. NOTICE TO BUYERS CONCERNING INSURANCE:**

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

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

448 36. ADDITIONAL CONTRACTUAL PROVISIONS (IF ANY):

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IN THE PRESENCE OF:

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

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

**ADDENDUM  
FLOOD INSURANCE DISCLOSURE STATEMENT**

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Your mortgage lender may require you to purchase flood insurance in connection with your purchase of this property. The National Flood Insurance Program provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the NFIP, those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance for the property. As a result, you should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after you complete your purchase. In considering your purchase of this property, you are therefore urged to consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future.

By signing below, Buyer(s) acknowledges that Buyer(s) has read and understands this Addendum.

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BUYER'S SIGNATURE

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DATE

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BUYER'S SIGNATURE

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