



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

CONTRACT FOR SALE OF REAL ESTATE

Seller

Address:
include
no., street,
municipality
county,
state
and zip

Buyer

Address:
include
no., street,
municipality
county,
state
and zip

This Contract

is made and dated

Between:

And

(from now on called "the Seller")

(from now on called "the Buyer")

The words "Seller" and "Buyer" include all sellers and all buyers under this Contract.

The Seller and the Buyer agree as follows:

Sale and Purchase

Property

1. The Seller shall sell and the Buyer shall buy the Property under the terms of this Contract.

2. The word "Property" in this Contract includes (a) through (d) below:

Land

(a) All of the land located in the

County of

follows:

of

and State of New Jersey, specifically described as

Street address

Building
and Other Improvements

All Other Rights

Fixtures and
Personal Property

delete
items
not
included

Municipal tax map designation: Lot No.

Block No.

(b) All buildings, driveways and other improvements on the land.

(c) All other rights of the Seller with regard to the land.

(d) All fixtures, equipment and personal property attached to or otherwise used with the land, buildings and improvements, when present at the time of the signing of this Contract, unless specifically excluded below. These are fully paid for and owned by the Seller. They include the following:

plumbing, heating, electric, and cooking fixtures, electric dishwasher, hot water heater, water conditioner, lighting fixtures, TV antenna, wall-to-wall carpeting, fireplace equipment, smoke and burglar alarms, wall shelves, bookshelves, attached mirrors, window shades and blinds, rods and valances, storm windows and door screens, awnings, pool equipment, garage door openers, and gas barbeque grill.

The following are excluded from this sale: furniture, household furnishings, refrigerator, freezer, clothes washer, clothes dryer, window air-conditioners, snow blower, lawn mower, and tools.

Purchase	Check the paragraphs which apply and complete the blanks.	3. (A) The purchase price is	Dollars (\$
Payment		and is payable by the Buyer to the Seller as follows:	
Preliminary Deposit	Deposit	<div><div><div><div><div><div></div><div>(a)</div><div>Deposit previously paid</div><div>.....</div><div>\$</div></div><div><div></div><div>(b)</div><div>Deposit paid on the signing of this Contract, by check subject to collection</div><div>.....</div><div>\$</div></div></div></div><div>Escrow is the delivery of the deposit to a third party to be held in trust until certain conditions are met. The deposit shall be held in escrow by the Seller's attorney until (1) the closing of title, at which time the deposit shall be paid to the Seller or (2) the exercise of a permitted right of cancellation under this Contract in which event the deposit shall be returned to the Buyer.</div></div></div>	
Mortgage Money		<div><div><div><div><div><div></div><div>(c)</div><div>Money borrowed from an established lender as a first mortgage loan on the Property in the principal amount of.</div><div>.....</div><div>\$</div></div><div>This amount shall be paid to the Seller at the closing. The Buyer shall promptly apply for this loan and make a good faith effort to obtain it. The written commitment of the lender must be received by the Buyer by</div><div>The terms of the commitment must be at least as favorable to the Buyer as the following:</div><div><div><div>• Type of mortgage (</div><div><div></div><div>O</div><div>conventional,</div><div>FHA,</div><div>VA,</div><div>other ...)</div></div><div><div>• Annual interest rate</div><div>%</div></div><div><div>• Length of mortgage:</div><div>years with monthly payments based on</div><div>year payment schedule.</div></div><div><div>• "Points" if any to be paid: by Buyer</div><div>by Seller</div></div></div><div>The Seller and the Buyer may later agree to extend the date for obtaining the commitment. The Buyer may accept a commitment on less favorable terms or agree to buy the Property without this mortgage loan. If none of these events occurs and the Buyer does not receive the written commitment by the above date, either party may cancel this Contract.</div></div></div></div><div><div><div></div><div>(d)</div><div>By the Buyer assuming the payment at the closing of the mortgage now on the Property which is held by</div><div></div><div>and has an approximate unpaid balance of</div><div>.....</div><div>\$</div></div><div>This mortgage shall be in good standing at the closing. It is payable with interest at the yearly rate of % in monthly installments of \$</div><div>The entire unpaid amount of the principal is payable on</div><div>Either party may cancel this Contract if the holder of the mortgage does not permit the Buyer to assume the mortgage.</div></div></div></div>	
Assumption of Mortgage		<div><div><div><div><div><div></div><div>(e)</div><div>By a note and mortgage from the Buyer to the Seller in the principal amount of</div><div>.....</div><div>\$</div></div><div>This amount shall be payable with interest at the yearly rate of % by monthly installments of \$</div><div>It shall be due in full in years with full prepayment rights and day default period.</div><div>The Note, Mortgage, and Mortgagor's Affidavit of Title to be signed by the Buyer at the closing shall be prepared on standard law forms generally available in New Jersey. They shall be prepared by the Seller's attorney at the cost to the Buyer of plus recording costs, cost of credit report on Buyer, and cost of a mortgagee policy of title insurance to be furnished by the Buyer.</div></div></div></div><div><div><div></div><div>(f)</div><div>Remainder of purchase price at closing, subject to adjustments provided for in this Contract.</div><div>.....</div><div>\$</div></div><div>Total Purchase Price</div><div>.....</div><div>\$</div></div></div>	
Note and Mortgage to Seller		<div><div><div><div><div><div></div><div>(B)</div><div>All moneys to be paid by the Buyer to the Seller at the closing (both the Buyer's funds and the lender's funds) shall be in the form of any one or more of the following: (a) cash (but not over 2% of the purchase price), (b) bank check, (c) cashier's check, and (d) certified check. All checks must be payable to the order of the Seller or to the order of the Buyer. If payable to the order of the Buyer, the check must be endorsed by the Buyer to the order of the Seller in the presence of the Seller or the Seller's attorney.</div></div></div></div></div></div>	
Remainder of Purchase Price			
Acceptable Funds			
Closing of Title		4. The closing of title (also called "the closing") is the meeting at which the Seller transfers ownership of the Property by deed to the Buyer and the Buyer pays the balance of the purchase price to the Seller. The closing of title shall take place at the office of	
		at .M. on	This is the estimated date. Either party may set a definite date by giving at least 10 days notice to the other party stating that time is of the essence. This notice cannot be given before the estimated date.
Payment of Liens		5. A lien is the claim of another against real estate for (a) the payment of money owed or (b) the performance of an obligation. Examples of liens are real estate taxes, court judgments, and mortgages. The Seller shall pay all liens against the Property in full before or at the closing. Provided that the proceeds of sale exceed the liens, the Seller or the Buyer shall have the right to direct that any liens be paid and satisfied from the proceeds of sale at the closing. If necessary for this purpose, all or a portion of the proceeds of sale may be deposited in the trust of the Buyer's attorney and disbursed accordingly.	

Condition of Property at Time of Contract	6. The Buyer has inspected the Property or has had the Property inspected by others. Except for any rights of inspection reserved in this Contract, the Buyer accepts the Property "as is." The Seller makes no statement or promise about the condition or value of the Property.
Condition of Property at Closing	7. The Seller shall transfer the Property to the Buyer in its present condition except for normal wear by reasonable use between now and the closing. The grounds shall be maintained. The building shall be in broom-clean condition. All debris and the Seller's personal property not included in the sale shall be removed. The walks and driveway shall be free of snow and ice. The Buyer may inspect the Property within 7 days before the closing on reasonable notice to the seller.
Casualty Damage	8. The Seller is responsible for any damage to the Property except for normal usage until the closing. If the Property is damaged by fire, vandalism, storm, flood, or any other casualty between now and the closing, the parties shall obtain an estimate, from an established contractor of their choice, of the cost of repairing the damage. If the estimated cost is less than 5% of the purchase price, the Seller shall (a) repair the damage before the closing at the Seller's expense or (b) deduct the estimated cost from the purchase price. If the estimated cost is more than 5% of the purchase price, the Buyer may (a) cancel this Contract, (b) require the Seller to repair the damage before the closing, or (c) proceed with the purchase, in which case the estimated cost of repair shall be deducted from the purchase price.
Assessments for Municipal Improvements	9. Municipalities may make local improvements such as the installation of sewer systems. The cost is charged against the real estate receiving the benefit of the improvement. This charge, known as an assessment, is in addition to real estate taxes. If a municipal improvement to the Property has been completed before the date of this Contract, the Seller shall pay the assessment at or before the closing. If a municipal improvement to the Property has not been completed before the date of this Contract, the Buyer shall pay the assessment as it becomes due.
Compliance with Laws	10. (a) The Seller shall obtain at the Seller's expense before the closing any certificate of occupancy or other permit if it is required by the municipality. The Seller shall make any repairs required for the issuance of the certificate. (b) If the Property has 3 or more units of living space, the Seller shall give to the Buyer before the closing proof of compliance with the New Jersey Hotel and Multiple Dwelling Act.
Statements of Seller	11. The Seller states that to the best of the Seller's knowledge: (a) The Property is legally zoned for a family house. (b) The Seller has not received notice that any building or improvement is in violation of any housing, building, safety, health, environmental, or fire law, ordinance or regulation. (c) The Property is not in a Federal or State flood hazard area. (d) All buildings, driveways and other improvements are inside the boundary lines of the Property. There are no improvements on adjoining lands which extend onto the Property. The Buyer may learn before the closing that any of these statements is not accurate and the Buyer may decide not to accept the Property under such circumstances. In that case the Buyer's only remedy is to cancel this Contract. However, before cancelling this Contract because a survey of the Property shows that statement (d) above is not accurate, the Buyer shall give the Seller at least 10 days to correct any defects.
Transfer of Ownership	12. The Seller shall transfer ownership of the Property to the Buyer at the closing, free of all claims and rights of others, except the following:
Utility Company Easements	(a) The rights of telephone, electric and gas, water, and sewer utility companies to maintain poles, wires, pipes, mains and cables over, along, and under the street next to the Property, the part of the Property next to the street, or any such utility services running to any improvement on property
Restrictive Covenants	(b) Limitations on the use of the Property known as restrictive covenants, provided that they (1) are not now violated, (2) do not provide that the Property would be forfeited if they were violated, and (3) do not materially restrict the normal use and enjoyment of the Property.
Tenancies Other Exceptions	(c) The rights of any tenants described in the following Section 13. (d)

In addition, the Buyer must be able to obtain title insurance on the Property from a title insurance company authorized to do business in New Jersey, subject only to the exceptions set forth in this Section 12 and in the following Section 13.

The Buyer shall accept the transfer of ownership of the Property as it is described in this Section 12. However, the Seller may not be able to transfer the quality of ownership described in this Section 12 because of another exception (not the result of the Seller's willful default) which the Buyer learns of before the closing and will not accept. In that case the Buyer's only remedy is to cancel this Contract after giving the Seller at least 10 days to remove such exception.

Transfer of Possession 13. The Seller shall transfer possession and keys of the Property to the Buyer at the closing, free of all rights tenants, except the following:

Tenancies	Name of Tenant	Area Rented	Lease or Month-to-Month	Monthly Rent	Security Deposit
Attach copy of leases					

These tenancies are not in violation of any laws, rules, or ordinances. No tenant has any rights in the Property by way of option to buy, right of first refusal, pre-paid rental, or otherwise. At the closing the Seller shall give the Buyer any security deposits and interest earned as required by law.

Deed, Affidavit of Title, Realty Transfer Fee, Corporate Resolution 14. At the closing, the Seller shall transfer ownership of the Property to the Buyer by a Deed of Bargain and Sale with Covenant as to Grantor's Acts. This Deed contains a covenant, defined by law, that the Seller has not encumbered the Property. The Deed shall be in proper form for recording. The Seller shall also give to the Buyer a sworn statement known as an Affidavit of Title. This affidavit shall contain information about the Seller reasonably necessary to clarify the Seller's ownership of the Property, such as (a) the Seller's marital history, (b) rights of tenants, and (c) claims on record against persons having the same or similar name as the Seller. The Seller shall pay the Realty Transfer Fee required by law. If the Seller is a corporation, it shall deliver to the Buyer at the closing a resolution of its Board of Directors approving this sale and authorizing the signing and delivery of this Contract, Deed, Affidavit of Title, and other closing documents by specified officers. It shall also deliver proof of any necessary shareholder approval.

Adjustment of Property Expenses 15. The parties shall apportion the following expenses relating to the Property as of the closing date according to the period of their ownership: (a) municipal real estate taxes, (b) water and sewer charges, (c) rents as and when collected, (d) interest and tax and insurance escrow on existing mortgage if assumed by the Buyer, (e) premiums on insurance policy if assumed by the Buyer, and (f) fuel oil in the tank at the price paid by the Seller. The parties shall not apportion the homestead rebate.

Broker 16. The Seller and the Buyer recognize _____ as the Broker who brought about this sale. The Seller shall pay to the Broker a commission of _____ when title closes and the Buyer pays the balance of the purchase price to the Seller.

Cancellation of Contract 17. In this Contract, the parties have the right to cancel this Contract under certain circumstances. In order to cancel, a party must give written notice to the other. If this Contract is so cancelled, the deposit shall be promptly returned to the Buyer. The Seller and the Buyer shall then be released from all further liability to each other. However, if this Contract is cancelled by the Buyer because of the inability of the Seller to transfer the quality of ownership described in Section 12, the Seller shall in addition pay the Buyer for reasonable costs of search and survey.

Notices 18. All notices given under this Contract must be in writing. They may be given by: (a) personal delivery to the other party or to that party's attorney, or (b) certified mail, return receipt requested, addressed to the other party at the address written at the beginning of this Contract or to that party's attorney. Each party must accept and claim the notices given by the other.

No Assignment 19. The Buyer may not transfer the Buyer's rights under this Contract to another without the written consent of the Seller.

Certification of Non-Foreign Status 20. The Seller shall provide the Buyer at or before the closing with a Certification of Non- Foreign Status under IRC § 1445.

Full Agreement 21. This Contract is the full agreement of the Buyer and the Seller. Neither party has made any other agreement or promise that is not included in this Contract.

Changes in Contract 22. The parties may not change this Contract unless the change is in writing and signed by both parties. The parties authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this Contract.

Contract Binding on Successors 23. This Contract is binding on the Seller and the Buyer and all those who lawfully succeed to their rights or take their places.


Attorney Review 24. (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 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 Broker(s) and the other party named in this contract within the three-day period. Otherwise this contract will be legally binding as written. The attorney must send the notice of disapproval to the Broker(s) by 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 Broker's office. The attorney may also, but need not, inform the Broker(s) of any suggested revision(s) in the contract that would make it satisfactory.

Insert termite and building inspection clauses if desired here or on a rider

Signatures The Seller and the Buyer agree to the terms of this Contract by signing below. If a party is a corporation this Contract is signed by its proper corporate officers and its seal is affixed.

Witnessed or attested by: _____ Seller 
As to Seller

As to Buyer

Buyer 

Buyer 