



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

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1. PURCHASE AGREEMENT AND PROPERTY DESCRIPTION:

_____, Buyer,
Soc. Sec. # _____ Soc. Sec. # _____

whose address is _____

AGREES TO PURCHASE FROM

_____, Seller,
Soc. Sec. # _____ Soc. Sec. # _____

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: \$ _____

4. BUYER FINANCIALLY ABLE TO CLOSE:

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

Buyer's Initials: _____

Seller's Initials: _____

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

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

72
73 **6. TENANTS, IF ANY:**

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

76 NAME	77 LOCATION	78 RENT	79 SECURITY DEPOSIT	80 TERM
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82 **7. QUALITY OF TITLE:**

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

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

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

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

102 **9. ITEMS INCLUDED IN SALE:**

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

108
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111 **10. ITEMS EXCLUDED FROM SALE:**

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115 **11. ASSESSMENTS:**

116 All confirmed assessments and all unconfirmed assessments which may be imposed by the municipality for public improvements
117 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
118 confirmed assessment is a lien (legal claim) against the Property. An unconfirmed assessment is a potential lien (legal claim) which,
119 when approved by the appropriate governmental body, will become a legal claim against the Property.

120
121 **12. FINAL INSPECTION:**

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

124
125 **13. NEW JERSEY HOTEL AND MULTIPLE DWELLING HEALTH AND SAFETY ACT**

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

128
129 **14. NO ASSIGNMENT**

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

132
133 **15. RISK OF LOSS:**

134 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.

135
136 **16. ADJUSTMENTS AT CLOSING; RIGHTS TO POSSESSION:**

137 Rents, water charges, sewer charges, real estate taxes, interest on any existing mortgage to be assumed by Buyer, and fuel are to
138 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
139 from the Property, immediately upon the delivery of the deed and closing of title. The Seller shall have the privilege of paying off
140 any person with a claim or right affecting the Property from the proceeds of this sale at the time of Closing.

141
142 **17. MAINTENANCE AND CONDITION OF PROPERTY**

143 The Seller agrees to maintain the grounds, buildings and improvements, in good condition, subject to ordinary wear and tear. The
144 premises shall be in "broom clean" condition and free of debris on the date of Closing. Seller represents that all electrical, plumbing,
145 heating and air conditioning systems (if applicable), together with all fixtures included within the terms of the Agreement now work

146 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
147 currently no leaks or seepage in the roof, walls or basement **UNLESS OTHERWISE INDICATED IN THE ADDITIONAL**
148 **CONTRACTUAL PROVISIONS SECTION (Section 31) OF THIS AGREEMENT. ALL REPRESENTATIONS**
149 **AND/OR STATEMENTS MADE BY THE SELLER, IN THIS SECTION, SHALL NOT SURVIVE CLOSING OF**
150 **TITLE.** This means that the Seller **DOES NOT GUARANTEE** the condition of the premises **AFTER** the deed and affidavit of
151 title have been delivered to the Buyer at the "Closing".
152

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

154 Buyer acknowledges receipt of the EPA pamphlet entitled "Protect Your Family From Lead In Your Home." Moreover, a copy of
155 a document entitled "Disclosure of Information and Acknowledgment Lead-Based Paint and Lead-Based Paint Hazards" has been
156 fully completed and signed by Buyer. Seller and Broker(s) and is appended to this Agreement as Addendum "A" and is part of
157 this Agreement.
158

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

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

163 This Agreement is contingent upon an inspection and/or risk assessment (the "Inspection") of the Property by a certified
164 inspector/risk assessor for the presence of lead-based paint and/or lead-based paint hazards. The Inspection shall be ordered and
165 obtained by the Buyer at the Buyer's expense, within ten (10) calendar days after the termination of the Attorney Review period set
166 forth in Section 24 of this Agreement (the "Completion Date"). If the Inspection indicates that no lead-based paint or lead-based paint
167 hazard is present at the Property, this contingency clause shall be deemed to be null and void. If the Inspection indicates that lead-
168 based paint or lead-based paint hazard is present at the Property, this contingency clause will terminate at the time set forth above
169 unless within (5) days from the Completion Date, the Buyer delivers a copy of the inspection and/or risk assessment report to the
170 Seller and Broker(s) and (a) advises Seller and Broker(s) , in writing, that Buyer is voiding this Agreement; or (b) delivers to Seller
171 and Broker(s) a written amendment (the "Amendment") to this Agreement listing the specific existing deficiencies and corrections
172 required by the Buyer. The Amendment shall provide that the Seller agrees to (a) correct the deficiencies; and (b) furnish the Buyer
173 with a certification from a certified inspector/risk assessor that the deficiencies have been corrected, before the date of Closing. The
174 Seller shall have _____ days after receipt of the Amendment to sign and return it to Buyer or send a written counter-proposal
175 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.
176 In the event Seller offers a counter-proposal, Buyer shall have _____ days after receipt of the counter-proposal to accept
177 it. If the Buyer fails to accept the counter-proposal within the time limit provided, this Agreement shall be null and void.
178

179 **20. INSPECTION CONTINGENCY CLAUSE:**

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

181 The Buyer and Seller acknowledge and agree that because the purchase of a home is one of the most significant investments
182 a person can make in a lifetime, all aspects of this transaction require considerable analysis and investigation by Buyer before closing
183 title to the Property. While the Broker(s) and Salesperson(s) who are involved in this transaction are trained as licensees under the
184 License Law of the State of New Jersey, they readily acknowledge that they have had no special training or experience with respect
185 to the complexities pertaining to the multitude of structural, topographical and environmental components of this Property. For
186 example, and not by way of limitation, the Broker(s) and Salesperson(s) have no special training, knowledge or experience with regard
187 to discovering and/or evaluating physical defects including structural defects, roof, basement, mechanical equipment such as heating,
188 air conditioning, electrical systems, sewage, plumbing, exterior drainage, termite and other types of insect infestation or damage
189 caused by such infestation. Moreover, the Broker(s) and Salesperson(s) similarly have no special training, knowledge or experience
190 with regard to evaluation of possible environmental conditions which might affect the Property pertaining to the dwelling such as the
191 existence of radon gas, formaldehyde gas, airborne asbestos fibers, toxic chemicals, underground storage tanks, lead, mold or other
192 pollutants in the soil, air or water.
193

194 **(b) Radon Testing and Reports**

195 If the Property has been tested for radon, Seller agrees to provide the Buyer, at the time this Agreement is entered into, with
196 a copy of the results of the radon test and evidence of any subsequent radon mitigation or treatment of the Property. Buyer shall have
197 the right to conduct a radon inspection/test as provided in paragraph (c) below.
198

199 **(c) Buyer's Rights To Inspections**

200 The Buyer acknowledges that the Property is being sold in an "AS IS" condition and that this Agreement is entered into based
201 upon the knowledge of the Buyer as to the value of the land and whatever buildings are upon the Property, and not on any
202 representation made by the Seller, the named Broker(s) or their agents as to character or quality. Therefore, the Buyer, at the Buyer's
203 sole cost and expense, is granted the right to have the dwelling and all other aspects of the Property, inspected and evaluated by
204 "qualified inspectors" (as the term is defined in paragraph (f) below) for the purpose of determining the existence of any physical
205 defects or environmental conditions such as outlined above. If Buyer chooses to make the inspections referred to in this paragraph,
206 such inspections must be completed, and written reports must be furnished to the Seller listed in Section 1 and Broker(s) listed in
207 Section 26 of this Agreement within _____ calendar days after the end of the Attorney Review Period set forth in Section 24
208 of this Agreement. If Buyer shall fail to furnish such written reports to the Seller and Broker(s) within the time period specified in
209 this paragraph, this contingency clause shall be deemed waived by Buyer, and the Property shall be deemed acceptable by Buyer. The
210 time period for furnishing the inspection reports is referred to as the "Inspection Time Period."
211

212 **(d) Responsibilities to Cure**

213 If any physical defects, or environmental conditions are reported by the inspectors to the Seller within the Inspection Time
214 Period, the Seller shall then have seven (7) calendar days after the receipt of such reports to notify the Buyer in writing that the Seller
215 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 so cure
216 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
217 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
218 flood hazard area, or if the environmental condition at the Property is incurable and is of such significance as to unreasonably
219 endanger the health of the Buyer, the Buyer shall then have the right to void this Contract by notifying the Seller in writing within
220 seven (7) calendar days thereafter. If Buyer shall fail to void this Contract within the seven (7) day period, the Buyer shall have waived
221 his right to cancel this Contract and this Contract shall remain in full force, and Seller shall be under no obligation to correct or cure
222 any of the defects set forth in the inspections. If Seller shall agree to correct or cure such defects, all such repair work shall be
223 completed by Seller prior to the closing of title.

301 price shall be applied against such damages. Liquidated damages means the Seller will keep the money paid on account and not
302 commence any legal action for the Buyer's failure to close title. In the event the Seller breaches this Contract, Seller will, nevertheless,
303 be liable to the Broker for commissions as otherwise set forth in this Contract.

304
305 **28. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT**

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

308
309 **29. DECLARATION OF LICENSEE BUSINESS RELATIONSHIP(S):**

310 (a) _____, (name of firm) AND
311 _____ (name(s) of licensee(s)), AS ITS AUTHORIZED
312 REPRESENTATIVE(S), ARE WORKING IN THIS TRANSACTION AS (choose one) SELLER'S AGENTS
313 BUYER'S AGENTS DISCLOSED DUAL AGENTS TRANSACTION BROKERS.

314
315 (b) INFORMATION SUPPLIED BY _____ (name of other firm)
316 HAS INDICATED THAT IT IS OPERATING IN THIS TRANSACTION AS A (choose one) SELLER'S AGENT
317 BUYER'S AGENT DISCLOSED DUAL AGENT TRANSACTION BROKER.

318
319 **30. NEW CONSTRUCTION RIDER:**

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

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324 **31. ADDITIONAL CONTRACTUAL PROVISIONS (if any):**

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371 **IN THE PRESENCE OF:**

371 _____	_____	_____ (L.S.)
372 _____	Date	BUYER
373 _____	_____	_____ (L.S.)
374 _____	Date	BUYER
375 _____	_____	_____ (L.S.)
376 _____	Date	SELLER
377 _____	_____	_____ (L.S.)
378 _____	Date	SELLER