



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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81  
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:**

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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.

224 (e) **Flood Hazard Area (delete if not applicable)**  
225 Buyer acknowledges that the Property is within a flood hazard area, and Buyer waives Buyer's right to void this Agreement for  
226 such reason.

227  
228 (f) **Qualifications of Inspectors**  
229 Where the term "qualified inspectors" is used in this Contract, it is intended to refer to persons who are licensed by the State of  
230 New Jersey for such purpose or who are regularly engaged in the business of inspecting residential properties for a fee and who  
231 generally maintain good reputations for skill and integrity in their area of expertise.  
232

233 **21. NOTICES:**  
234 All notices as required in this Contract must be in writing. All notices shall be by certified mail, by telegram, telefax or by  
235 delivering it personally. The telegram, certified letter or telefax will be effective upon sending. The personal delivery will be effective  
236 upon delivery to the other party. Notices to the Seller shall be addressed to the address that appears on line fifteen (15) of this  
237 Contract. Notice to the Buyer shall be addressed to the address that appears on line seven (7) of this Contract.  
238

239 **22. MEGAN'S LAW STATEMENT**  
240 **UNDER NEW JERSEY LAW, THE COUNTY PROSECUTOR DETERMINES WHETHER AND HOW TO**  
241 **PROVIDE NOTICE OF THE PRESENCE OF CONVICTED SEX OFFENDERS IN AN AREA. IN THEIR**  
242 **PROFESSIONAL CAPACITY, REAL ESTATE LICENSEES ARE NOT ENTITLED TO NOTIFICATION BY THE**  
243 **COUNTY PROSECUTOR UNDER MEGAN'S LAW AND ARE UNABLE TO OBTAIN SUCH INFORMATION FOR**  
244 **YOU. UPON CLOSING, THE COUNTY PROSECUTOR MAY BE CONTACTED FOR SUCH FURTHER**  
245 **INFORMATION AS MAY BE DISCLOSABLE TO YOU.**  
246

247 **23. NOTICE ON OFF-SITE CONDITIONS: (Applicable to all resale transactions)**  
248 **PURSUANT TO THE NEW RESIDENTIAL CONSTRUCTION OFF-SITE CONDITIONS DISCLOSURE ACT,**  
249 **P.L. 1995, C. 253, THE CLERKS OF MUNICIPALITIES IN NEW JERSEY MAINTAIN LISTS OF OFF-SITE**  
250 **CONDITIONS WHICH MAY AFFECT THE VALUE OF RESIDENTIAL PROPERTIES IN THE VICINITY OF THE**  
251 **OFF-SITE CONDITION. PURCHASERS MAY EXAMINE THE LISTS AND ARE ENCOURAGED TO**  
252 **INDEPENDENTLY INVESTIGATE THE AREA SURROUNDING THIS PROPERTY IN ORDER TO BECOME**  
253 **FAMILIAR WITH ANY OFF-SITE CONDITIONS WHICH MAY AFFECT THE VALUE OF THE PROPERTY. IN**  
254 **CASES WHERE A PROPERTY IS LOCATED NEAR THE BORDER OF A MUNICIPALITY, PURCHASERS MAY**  
255 **WISH TO ALSO EXAMINE THE LIST MAINTAINED BY THE NEIGHBORING MUNICIPALITY.**  
256

257 **24. ATTORNEY REVIEW CLAUSE:**  
258 (1) **Study by Attorney**  
259 The Buyer or the Seller may choose to have an attorney study this Contract. If an attorney is consulted, the attorney must  
260 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-  
261 day period unless an attorney for the Buyer or the Seller reviews and disapproves of the Contract.  
262

263 (2) **Counting the Time**  
264 You count the three days from the date of delivery of the signed Contract to the Buyer and Seller. You do not count Saturdays,  
265 Sundays or legal holidays. The Buyer and the Seller may agree in writing to extend the three-day period for attorney review.  
266

267 (3) **Notice of Disapproval**  
268 If an attorney for the Buyer or the Seller reviews and disapproves of this Contract, the attorney must notify the REALTOR®(S)  
269 and the other party named in this Contract within the three-day period. Otherwise this Contract will be legally binding as written.  
270 The attorney must send the notice of disapproval to the REALTOR®(S) by certified mail, by telegram, or by delivering it personally.  
271 The telegram or certified letter will be effective upon sending. The personal delivery will be effective upon delivery to the  
272 REALTOR®(S) office. The attorney may also, but need not, inform the REALTOR®(S) of any suggested revision(s) in the Contract  
273 that would make it satisfactory.  
274

275 **25. ENTIRE AGREEMENT; PARTIES LIABLE:**  
276 This Agreement contains the entire agreement of the parties. No representations have been made by any of the parties, the  
277 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  
278 who succeed to their rights and responsibilities.  
279

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

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

287 \_\_\_\_\_  
288 Listing Broker

289 \_\_\_\_\_  
290 Address and Telephone #

291 \_\_\_\_\_  
292 Participating Broker Commission

293 \_\_\_\_\_  
294 Address and Telephone #

295  
296 **27. FAILURE OF BUYER OR SELLER TO SETTLE:**  
297 In the event the Seller willfully fails to close title to the Property in accordance with this Contract, the Buyer may commence any  
298 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,  
299 the deposit monies paid on account, at the Seller's option, shall be paid over to the Seller as liquidated damages. In the alternative,  
300 the Seller may commence an action for damages it has suffered, and, in such case, the deposit monies paid on account of the purchase

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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| 370 12. FINAL INSPECTION                         |   |   |

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