

NAME OF DOCUMENT:

**CONTRACT FOR RESALE OF EXISTING
PROPERTY**

**Prepared By Academy Real Estate
Donald P. Wristbridge**

**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

IMPORTANT: ALL INSERTIONS MADE TO THE FOLLOWING DOCUMENT MUST BE UNDERLINED AND ALL DELETIONS MUST SHOW STRIKE THROUGH. DO NOT MAKE CHANGES UNLESS THEY SHOW THESE MARKINGS

CONTRACT FOR SALE

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IMPORTANT: ALL INSERTIONS MUST BE UNDERLINED AND ALL DELETIONS MUST SHOW STRIKE THROUGH. DO NOT MAKE CHANGES UNLESS THEY SHOW THESE MARKINGS

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 CANCEL THE CONTRACT. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.

CONTRACT FOR SALE

(Approved Plain Language Agreement adopted by and for the exclusive use of the Ocean City Board of REALTORS. Approval of a consumer contract by the Attorney General only means that simple, understandable and easily readable language is used. It is not an approval of the contract's terms or legality. Underlined items are not part of the Approved Plain Language Agreement)

This Contract for Sale is made on _____, 20_____

BETWEEN

_____, referred to as the "Seller",

and

_____, referred to as the "Buyer",

The words "Buyer" and "Seller" include all Buyers and Sellers listed above, including their heirs, personal representatives, successors and assigns. This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

1. PURCHASE CONTRACT. The Seller agrees to sell and the Buyer agrees to buy the property described in this Contract.

2. PURCHASE PRICE. The purchase price is: \$ _____

3. PROPERTY. The property to be sold consists of: (a) the land and all the buildings, other improvements and fixtures on the land; (b) all the Seller's rights relating to the land; and (c) all personal property specifically included in the Contract. If the property is a condominium unit, the property to be sold consists of: (a) all rights and obligations of the Seller as a unit owner set forth in the condominium documents referred to in paragraph 44 below; and (b) all personal property specifically included in the Contract. The real property to be sold is commonly known as _____ in the _____ of _____, in the County of _____, and State of New Jersey. It is shown on the municipal tax map as Lot _____ in Block _____.



116 Any mortgage commitment(s) signed by the Buyer will satisfy
117 this mortgage contingency.
118

119 In the event the Buyer is applying for a Seller take back
120 mortgage, the Buyer shall provide any and all financial
121 statements as requested by the Seller to Seller within 10 days
122 of the signing of this Contract by the last party. The
123 Seller shall then have a period of 5 days to review the
124 financial statements. If the Seller chooses not to accept the
125 Buyer's application for take back financing, the Seller shall
126 notify the Buyer in writing within 5 days after receipt of
127 the financial statements; otherwise, the Seller shall offer
128 the Buyer financing in accordance with the terms set forth
129 above. All Seller take back financing shall include
130 reasonable provisions for the payment of hazard and flood
131 insurance and real estate taxes. The mortgage documents
132 shall also carry a late charge of 5% for any periodic payment
133 more than 10 days late.
134

135 **7.THE CLOSING OF TITLE** shall be on _____, at _____
136 o'clock, or before with mutual consent of Buyer and Seller,
137 which time is of the essence. (Performance by the Buyer and
138 Seller within the time specified in the Contract is essential
139 or the party failing to perform within said time shall be in
140 default under the Contract.) The closing will be held at
141 any local title company of Buyers choice.
142

143 **8.BUYER FINANCIALLY ABLE TO CLOSE.** The Buyer represents that the
144 Buyer will have sufficient cash available (together with the
145 mortgage referred to in this Contract) to complete this
146 purchase.
147

148 **9.TITLE.** The title shall be marketable and insurable at regular
149 rates by any reputable title insurance company to be
150 selected by the Buyer; and shall be free and clear of
151 encumbrances, including municipal liens and assessments and
152 liability for assessments for improvements now constructed.
153 The title is to be subject to all existing restrictions of
154 record. However, the Seller guarantees there are no
155 restrictions in any Deed or plans of record affecting the
156 property which would prohibit its current use or occupancy.
157 Notwithstanding the foregoing, if the State of New Jersey
158 claims riparian ownership to a portion of the property, either
159 the Buyer or the Seller may cancel this agreement upon written
160 notice to the other party. Upon such cancellation all deposit
161 money shall be returned to the Buyer with no further liability
162 between the parties.
163

164 **10.TYPE OF DEED.** The Seller will give the Buyer an affidavit of
165 title, and if the Seller is a corporation, a proper
166 resolution authorizing the sale. A deed is a written
167 document used to transfer ownership of property. In this
168 sale, the Seller agrees to give Buyer a properly executed
169 "Bargain and Sale Deed, covenant as to grantor's acts,"
170 which the Buyer agrees to accept.
171

172



173 **11.SELLER FINANCIALLY ABLE TO CLOSE.** The Seller represents that
 174 the Seller is financially able to transfer free and clear
 175 marketable and insurable title to the Buyer at closing in
 176 accordance with the terms of this Contract. The Seller
 177 represents that any liens or encumbrances on the property
 178 shall be removed at or before closing and that Seller has
 179 the financial ability to do so.

180
 181 **12.PERSONAL PROPERTY AND FIXTURES.** Fixtures are items
 182 permanently attached to a building or other real property so
 183 that they become a part of it. All plumbing, heating and
 184 lighting fixtures, as well as all other permanent fixtures,
 185 together with cooking ranges, storm sash, screens, shades,
 186 and awnings, if any, and all trees and shrubbery now on the
 187 premises, unless specifically excepted in this agreement, are
 188 included in this sale and purchase price. The Seller warrants
 189 and represents that all appliances, including any air
 190 conditioning units, sold with the property shall be in
 191 reasonable working condition at the time of closing. The
 192 following items are also specifically included:

193
 194 see paragraph 48
 195
 196

197 **13.PHYSICAL CONDITION OF THE PROPERTY.** This property is being
 198 sold "as is". Other than as set forth in this paragraph,
 199 the Seller does not make any claims or promises about the
 200 condition or value of the property included in this sale.
 201 The Buyer has inspected the property and relies on this
 202 inspection and any rights which may be provided elsewhere in
 203 the Contract. The Buyer does not rely on any
 204 representations made by the named REALTORS, their agents or
 205 the Seller other than those of the Seller contained in this
 206 paragraph. The Seller agrees to maintain the property until
 207 closing, subject to ordinary wear and tear. The Seller does
 208 guarantee that the roof shall be free of leaks and that all
 209 plumbing, heating and electrical systems shall be in working
 210 order at the time of final settlement. The Seller further
 211 states, that to the best of Seller's knowledge, there are
 212 currently no major structural defects in any building
 213 located on the property, but Seller DOES NOT GUARANTEE the
 214 condition of any building on the property AFTER the deed has
 215 been delivered to the Buyer at the closing.

216
 217 **14.INSPECTION OF THE PROPERTY.** The Seller agrees to permit the
 218 Buyer to inspect the property at any reasonable time before
 219 closing.
 220

221 **15.ZONING LAWS.** The Seller represents to the best of Seller's
 222 knowledge that the present use of the building is permitted
 223 under present zoning laws. The property may include a
 224 nonconforming use or structure that is permitted under the
 225 present zoning laws. This means that a building on the
 226 property or the use of the property was permitted at the time
 227 it was built or the use began and its continued use or
 228 existence is permitted even though there have been subsequent
 229 changes in the zoning laws which would not allow it to be



230 built or used in that manner now. The Seller will pay for and
231 obtain Certificate of Occupancy, Certificate of Land Use
232 Compliance, Zoning Compliance Certificate or other similar
233 document required by law and will arrange and pay for all
234 inspections required to obtain such document. The Seller shall
235 obtain the Certificate or approval within fifteen (15) days of
236 the date the Seller receives a fully executed copy of the
237 Contract. If the Seller does not receive the Certification or
238 approval and notify Buyer of same within the fifteen (15) day
239 period, either the Buyer or the Seller may terminate this
240 Contract. Upon such termination, all deposit monies then held
241 shall be immediately returned to the Buyer and this Contract
242 shall be null and void and neither party shall have any
243 further liability to the other.
244

245 **16. NEW JERSEY HOTEL AND MULTIPLE DWELLING HEALTH AND SAFETY ACT.**

246 If the New Jersey Hotel and Multiple Dwelling Health and
247 Safety Act applies to the property, the Seller represents
248 that the property complies with the requirements of the Act
249 as of the day of last inspection, but this representation
250 does not extend to minor repairs or decoration.
251

252 **17. RIGHT TO CURE.** If the property is in violation of the New
253 Jersey Hotel and Multiple Dwelling Health and Safety Act as of
254 the day of last inspection, if applicable, the Seller will be
255 notified and given 30 days to make it comply. If the property
256 does not comply after that date, the Buyer may cancel this
257 Contract or give the Seller an extension of time for
258 compliance.
259

260 **18. TERMITE INSPECTION.** The Buyer, at his own expense, shall have
261 the property inspected by a reputable termite inspection
262 company for termites and/or other wood-boring insect
263 infestation or damage from same. The inspection must be
264 completed and the Seller notified of the results within 15
265 days after the last party has affixed his signature to this
266 Contract, unless this Contract is subject to a mortgage
267 contingency clause, then the Seller shall be notified of the
268 inspection results within n/a days after the Buyer's
269 commitment. If the inspection reveals the presence of such
270 insects or any damage from the same, the Seller shall, at
271 the Seller's expense, have the premises exterminated by a
272 reputable exterminating company and/or the damage repaired,
273 providing proof that the premises are free of termites or
274 other wood-boring insects at the time of settlement. In the
275 event that the cost of extermination and/or repair exceeds
276 the sum of \$2,000.00, Seller may declare this Contract null
277 and void and advise the party holding the deposit monies to
278 return all monies to the Buyer unless the Buyer elects to
279 take the premises in its existing condition, at which time
280 the Seller will provide a credit to the Buyer of \$2,000.00
281 at the time of settlement.
282

283 **19. NOTIFICATION REGARDING OFF-SITE CONDITIONS.**

284 **A. For Resales: (Applies only if the property sold is not**
285 **new construction).** NOTICE ON OFF-SITE CONDITIONS:
286 Pursuant to the New Residential Construction Off-site



287 Conditions Disclosure Act, P.L. 1995, c.253 the clerks of
 288 municipalities in New Jersey maintain lists of off-site
 289 conditions which may affect the value of residential
 290 properties in the vicinity of the off-site condition.
 291 Purchasers may examine the lists and are encouraged to
 292 independently investigate the area surrounding this
 293 property in order to become familiar with any off-site
 294 conditions which may affect the value of the property.
 295 In cases where a property is located near the border of a
 296 municipality, purchasers may wish to also examine the
 297 list maintained by the neighboring municipality.
 298

299 **B. For New Construction: (Applies only if the property sold**
 300 **is new construction).** NOTIFICATION REGARDING OFF-SITE

301 CONDITIONS: Pursuant to the "New Residential Construction
 302 Off-Site Conditions Disclosure Act," P.L.1995, c.253
 303 (C46:3C-1 et seq.) sellers of newly constructed
 304 residential real estate are required to notify purchasers
 305 of the availability of lists disclosing the existence and
 306 location of off-site conditions which may affect the
 307 value of the residential real estate being sold. The
 308 lists are to be made available by the municipal clerk of
 309 the municipality within which the residential real estate
 310 is located and in other municipalities which are within
 311 one-half mile of the residential real estate. The
 312 address(es) and telephone number(s) of the municipalities
 313 relevant to this project and the appropriate municipal
 314 offices where the lists are made available are listed
 315 below. Purchasers are encouraged to exercise all due
 316 diligence in order to obtain any additional or more
 317 recent information that they believe may be relevant to
 318 their decision to purchase the residential real estate.
 319 Purchasers are also encouraged to undertake an
 320 independent examination of the general area within which
 321 the residential real estate is located in order to become
 322 familiar with any and all conditions which may affect the
 323 value of the residential real estate.

324 The purchaser has five (5) business days from the date the
 325 contract is executed by the purchaser and the seller to
 326 send notice of cancellation of the contract to the seller.
 327 The notice of cancellation shall be sent by certified mail.
 328 The cancellation will be effective upon the notice of
 329 cancellation being mailed. If the purchaser does not send a
 330 notice of cancellation to the seller in the time or manner
 331 described above, the purchaser will lose the right to
 332 cancel the contract as provided in this notice.
 333

334 MUNICIPALITY Ocean City

335 ADDRESS 9th & Asbury Ave.

336 TELEPHONE NUMBER (609) 399-6111

337
 338
 339
 340 **20. LEAD-BASED PAINT DOCUMENT ACKNOWLEDGEMENT. (Applies to**
 341 **dwelling built before 1978.)** Buyer acknowledges receipt of
 342 the EPA pamphlet entitled "Protect Your Family From Lead In
 343 Your Home". Moreover, a copy of the document entitled



344 "Disclosure of Information and Acknowledgement of Lead-Based
345 Paint and Lead-Based Paint Hazards" has been fully completed
346 and signed by Buyer, Seller and Broker(s) and is appended to
347 this Agreement as Addendum "A" and is a part of this
348 agreement.
349

350 **21. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARD CONTINGENCY**
351 **CLAUSE.** (This paragraph is applicable to all dwellings built
352 prior to 1978. The law requires that unless the Buyer and Seller
353 agree to a longer or shorter period, Seller must allow Buyer a
354 ten-day (10) period within which to complete the inspection
355 and/or risk assessment of the property. Buyer, however, has the
356 right to waive this clause in its entirety.)
357

358 This Agreement is contingent upon an inspection and/or risk
359 assessment (the "Inspection"; of the Property by a certified
360 inspector/risk assessor for the presence of lead-based paint
361 and/or lead-based paint hazards. The inspection shall be
362 ordered and obtained by the Buyer at the Buyer's expense,
363 within ten (10) calendar days after termination of the
364 Attorney Review Period set forth in Section 33 of this
365 Agreement (the "Completion Date"). If the Inspection
366 indicates that no lead-based paint or lead-based paint
367 hazard is present at the Property, this contingency clause
368 shall be deemed null and void. If the Inspection indicates
369 that lead-based paint or lead-based paint hazard is present
370 at the Property, this contingency clause will terminate at
371 the time set forth above unless within five (5) days from
372 the Completion Date the Buyer delivers a copy of the
373 inspection and/or risk assessment report to the Seller and
374 Broker(s) and: (a) advises Seller and Broker(s), in writing,
375 that Buyer is voiding this Agreement; or (b) delivers to
376 Seller and Broker(s) a written amendment (the "Amendment") to
377 this Agreement listing the specific existing deficiencies and
378 corrections required by the Buyer. The Amendment shall provide
379 that the Seller agrees to (a) correct the deficiencies;
380 and (b) furnish the Buyer with a certification from a
381 certified inspector/risk assessor that the deficiencies have
382 been corrected before the date of closing. The Seller shall
383 have 15 days after receipt of the Amendment to sign and
384 return it to the Buyer or to send a written counter-proposal
385 to Buyer. If Seller does not sign and return the Amendment or
386 fails to offer a counter-proposal, this Agreement shall be
387 null and void. In the event Seller offers a counter-proposal,
388 Buyer shall have 15 days after receipt of the counter-
389 proposal to accept it. If the Buyer fails to accept the
390 counter-proposal within the time provided, this Agreement
391 shall be null and void.
392

393 **22. HOUSE INSPECTION.** The Buyer is hereby granted the right, at
394 the Buyer's sole cost and expense, to have the property
395 inspected by a reputable home inspection company to
396 determine the overall condition of the property, the
397 structural integrity of all improvements (including the
398 foundation, pilings and bulkhead, if any), the adequacy and
399 operational status of the plumbing, heating, electrical and
400 air conditioning and mechanical systems at the property, to



401 determine if there are any structural defects and to determine
402 the existence of any water leaks at the property. If the
403 Buyer chooses to have this inspection, the inspection must be
404 completed and a report issued within fifteen (15) days from
405 the date the Buyer receives a fully executed copy of the
406 Contract. If the results of this inspection prove in any
407 manner unsatisfactory to the Buyer, the Buyer may terminate
408 this contract by written notice to the Seller within the
409 fifteen (15) day period. In the event the Buyer terminates
410 this Contract in accordance with this provision, all deposit
411 monies then held shall immediately be returned to the Buyer
412 and this Contract shall be null and void and neither party
413 shall have any further liability to the other. In the event
414 the Buyer does not serve written notice of termination within
415 the fifteen (15) day period, this paragraph shall have no
416 further force and effect and the Buyer shall only be entitled
417 to rely on such other rights with respect to the condition of
418 the property as are elsewhere set forth in this Contract.
419

420 **23. ENVIRONMENTAL REPRESENTATION.** The Seller represents to the
421 best of Seller's knowledge and belief that the property and
422 this transaction are in compliance with all federal, state,
423 county and municipal environmental rules and regulations and
424 there are no hazardous or toxic materials, substances or
425 gases on the property, nor are there any underground storage
426 tanks on the property, nor have any prior underground
427 storage tanks been removed or closed in place. The Buyer
428 may inspect the property to determine the existence of any
429 underground fuel storage tanks or hazardous or toxic
430 materials, substances or gases on the property. Said
431 inspection must be by a reputable inspection company and
432 must be completed within 15 days from the date the Buyer
433 receives a fully executed copy of the Contract. The Buyer
434 is not authorized, without the prior written approval of the
435 Seller, to disturb, alter or modify in any manner
436 improvements or landscaping during this inspection. If the
437 results of this inspection indicate the existence of an
438 underground fuel storage tank at the property or any
439 hazardous or toxic materials, substances or gases on the
440 property, the Buyer may terminate this Contract by written
441 notice to the Seller within the 15-day period. In the event
442 the Buyer terminates this Contract in accordance with this
443 provision, all deposit monies then held shall immediately be
444 returned to the Buyer and this Contract shall be null and
445 void and neither party shall have any further liability to
446 the other so long as the Seller was not aware of the
447 existence of the underground fuel storage tank, or the
448 hazardous or toxic materials, substances or gases at the
449 property.

450
451 **24. RISK OF LOSS.** The risk of loss or damage to the property by
452 fire or otherwise, excepting normal wear and tear, is on the
453 Seller until the Closing. If there is damage, the Buyer can
454 proceed with the closing and either: (a) require the Seller
455 repair the damage before the closing; or (b) instead of
456 repair by the Seller, make a proper deduction for the
457 estimated cost of repair from the purchase price. In



458 addition, the Buyer may cancel this Contract if the
 459 estimated costs of repair are more than 10% of the purchase
 460 price.
 461

462 **25. ASSESSMENTS.** Certain municipal improvements, such as
 463 sidewalks and sewers, may result in a municipality charging
 464 property owners to pay for the improvement. These charges
 465 are called assessments. All assessments which may be
 466 imposed by the municipality for public improvements which
 467 have been completed as of the date of this Contract are to
 468 be paid in full by the Seller or credited to the Buyer at
 469 closing.

470 **26. ADJUSTMENTS AT CLOSING.** Real estate taxes, rents, water and
 471 sewer charges, and any existing mortgage to be assumed by
 472 the Buyer, insurance premium, if any, are to be apportioned
 473 as of the date of actual closing of title. If the property
 474 is heated by fuel oil, the Buyer will purchase the fuel in
 475 the tank on the closing date at the then-current price as
 476 calculated by the supplier.
 477

478 **27. COMMISSION CLAUSE.** The Seller agrees to pay a commission of
 479 _____ to **be divided equally between**
 480 **Academy Real Estate and** _____ for their service in
 481 effecting this sale, which the Seller agrees to pay at the
 482 time of final settlement with the passing of the deed. The
 483 Seller directs the settlement clerk to deduct the commission
 484 from the proceeds of the sale. If the Seller accepts
 485 forfeiture of deposit monies as liquidated damages, or on
 486 account of the purchase price, he agrees to pay the agent
 487 **25%** _____ of the deposit monies. If the Seller fails to
 488 fulfill his part of the Contract after it has been accepted,
 489 he will pay the agent the full commission specified herein.
 490

491 **28. RECORDING OF CONTRACT.** This Contract shall not be recorded in
 492 the office of the County Clerk or in any other office or
 493 place of public record. If the Buyer records this Contract
 494 or permits the same to be recorded, the Seller may, at his
 495 option, elect to treat this act as a breach of this
 496 Contract.
 497

498 **29. POSSESSION.** At the closing, the Buyer will be given
 499 possession of the property. No tenant will have any right
 500 to the property unless otherwise agreed in this Contract by
 501 the Seller and the Buyer. This Contract is subject to the
 502 following leases: **existing summer leases**
 503 Any leases entered into after the signing of this Contract
 504 must be signed by the Buyer and the Seller.
 505

506 **30. NO RELIANCE ON OTHERS.** This Contract is entered into on the
 507 knowledge of the parties as to the value of the land and
 508 whatever buildings are upon the property and not on any
 509 representations made by the Seller, the named REALTOR(s) or
 510 their agents as to character or quality.
 511

512 **31. NO ASSIGNMENT.** This Contract shall not be assigned without
 513 the written consent of the Seller. This means that the Buyer
 514 may not transfer his rights to buy the property to anyone
 515 else.



516 **32. CANCELLATION OR DEFAULT OF CONTRACT.** If the Buyer does not
517 make settlement in accordance with the terms of this
518 Contract, all deposit monies may be retained by the Seller
519 either on account of the purchase price or as compensation
520 for the damages and expenses which the Seller has incurred.
521 If the Seller elects to consider deposit monies as
522 compensation for damages, this Contract shall be canceled
523 without further liability to either party except as the
524 Seller may be liable to REALTOR(S) for commission or other
525 payment.

526
527 In the event that the Seller does not perform in accordance
528 with this Contract, or the Seller is unable to deliver
529 marketable title, and the Buyer is unwilling to accept such
530 title as the Seller can make, then the Buyer has the choice
531 of demanding the return of all deposit monies, together with
532 reasonable costs incurred for examination of title, survey
533 and mortgage application fees or bringing any action in
534 court to which the Buyer may be entitled.
535

536 In the event settlement is not held in accordance with this
537 Contract, or any dispute arises in which the parties cannot
538 agree as to the disposition of deposit monies, it is agreed
539 that Academy Real Estate shall act as
540 Escrow Agent and shall retain the monies in escrow until the
541 parties otherwise agree or a determination is made by the
542 courts. Additionally, when a dispute arises as to the
543 disposition of deposit monies under this Contract, the third
544 party holding such deposit monies may unilaterally deposit the
545 disputed funds in the Superior Court of New Jersey pursuant to
546 the court rules and laws of the State of New Jersey.
547

548 **33. ATTORNEY REVIEW.** 1. Study by Attorney. The Buyer or the
549 Seller may choose to have an attorney study this Contract.
550 If an attorney is consulted, the attorney must complete his
551 or her review of the Contract within a three-day period.
552 This Contract will be legally binding at the end of this
553 three-day period unless an attorney for the Buyer or the
554 Seller reviews and disapproves of the Contract.
555

556 2. Counting the Time. You count the time from the date of
557 delivery of the signed Contract to the Buyer and the Seller.
558 You do not count Saturdays, Sundays or legal holidays. The
559 Buyer and the Seller may agree in writing to extend the
560 three-day period for attorney review.

561 3. Notice of Disapproval. If an attorney for the Buyer or
562 the Seller reviews and disapproves of this Contract, the
563 attorney must notify the REALTOR(S) and the other party
564 named in this Contract within the three-day period.
565 Otherwise, this Contract will be legally binding as written.
566 The attorney must send the notice of disapproval to the
567 REALTOR(S) by certified mail, by telegram, or by delivering
568 it personally. The telegram or certified letter will be
569 effective upon sending. The personal delivery will be
570 effective upon delivery to the REALTOR'S office. The
571 attorney may also, but need not, inform the REALTOR(S) of
572 any suggested revision(s) in the Contract that would make it
573 satisfactory.



574 **34. COMPLETE CONTRACT.** This Contract is the entire and only
575 Contract between the Buyer and Seller. This Contract
576 cancels any previous Contracts between the Buyer and Seller.
577 This Contract can only be changed by a Contract in writing
578 signed by both the Buyer and the Seller. The Seller states
579 that he has not made any other contract to sell the property
580 to anyone else. No representations have been made by any of
581 the parties, REALTOR(S) or their agents other than as set
582 forth in this Contract.
583

584 **35. EASEMENTS.** An easement is a privilege or right a person may
585 have to use the land of another person. An example of this
586 would be a right of way. Unless set forth otherwise in this
587 paragraph, the Seller represents there are no existing
588 easements affecting this property which would unreasonably
589 interfere with the present use of the Property.

590 **None other than normal and customary**
591

592 **36. CLOSING COSTS.** Seller shall pay for the drawing of the deed
593 and the transfer fee required of the Seller by law, but all
594 searches, title insurance and other conveyancing expenses,
595 including the transfer fee required by law of the Buyer, are
596 to be paid by the Buyer. The Seller shall also pay, if
597 applicable, the estimated New Jersey Gross Income Tax
598 payment required by law at the time of closing. Standard and
599 customary settlement or closing fees charged by the agent
600 conducting the closing shall be paid one-half by the Buyer and
601 one-half by the Seller.
602

603 **37. COUNTERPARTS AND/OR FACSIMILE SIGNATURE.** This Contract may be
604 executed in any number of counterparts, including
605 counterparts transmitted by telecopier or FAX, any one of
606 which shall constitute an original of this contract. When
607 counterparts or facsimile copies have been executed by all
608 parties, they shall have the same effect as if the
609 signatures to each counterpart or copy were upon the same
610 document and copies of such documents shall be deemed valid
611 as originals. The parties agree that all such signatures
612 may be transferred to a single document upon the request of
613 any party.
614

615 **38. FLOOD HAZARD AREA.** Buyer acknowledges that the property may
616 be within a flood hazard area, and Buyer waives any rights
617 Buyer may have to cancel this Contract for this reason.
618

619 **39. SMOKE DETECTOR, CARBON MONOXIDE ALARM AND PORTABLE FIRE**
620 **EXTINGUISHER COMPLIANCE.**

621
622 The Seller, at Seller's sole expense, shall obtain and
623 produce at settlement a certificate evidencing that the
624 property complies with the requirements of the Uniform Fire
625 Safety Act as supplemented by New Jersey Statutes Annotated
626 52:27D-198.1. This law requires that the property contain
627 smoke-sensitive alarm devices in specified areas and that no
628 sale or change of occupancy is permitted without obtaining a
629 certificate evidencing compliance with the Act. The Seller



630 will also comply with any and all requirements with respect
631 to carbon monoxide inspection and carbon monoxide sensitive
632 alarm devices. In addition, the Seller shall comply with
633 portable fire extinguisher legal requirements (CSDCMAPFEC).
634

635
636 **40. NOTICES.** All notices under this Contract must be in writing.
637 The notices shall be delivered or mailed to the other party
638 at the address written in this Contract or their REALTOR, or
639 to that party's attorney.
640

641 **41. AIRPORT SAFETY ZONE.** The Air Safety and Zoning Act of 1983
642 requires buyers of certain properties to be notified that
643 the property being purchased may be located in an Airport
644 Safety Zone. The Buyer acknowledges that in the event this
645 property is located in an Airport Safety Zone as delineated
646 under this Act, the Buyer has received and acknowledged
647 written notice of this fact from the REALTOR.
648

649 **42. MEGAN'S LAW STATEMENT.** Under New Jersey Law, the county
650 prosecutor determines whether and how to provide notice of
651 the presence of convicted sex offenders in an area. In
652 their professional capacity, real estate licensees are not
653 entitled to notification by the county prosecutor under
654 Megan's Law and are unable to obtain such information. Upon
655 closing, the county prosecutor may be contacted for such
656 further information as may be disclosable to you.
657

658 **43. CONVERSION TO CONDOMINIUM.** In the event the property is part
659 of a two unit building with the Seller intends to convert
660 to the condominium form of ownership prior to the closing,
661 the Buyer acknowledges that the Buyer has received the
662 appropriate disclosure notice prior to execution of this
663 Contract as required by the New Jersey Department of
664 Community Affairs and state law.
665

666 **44. CONDOMINIUM REVIEW.** If the property is a condominium unit, the
667 Seller shall provide to the Buyer a copy of the Master Deed,
668 By Laws and Rules and Regulations for the condominium together
669 with all exhibits and amendments as recorded in the county
670 clerk's office. The Seller shall also provide to the Buyer a
671 copy of the current budget of the condominium and a statement
672 of current common expense fees together with outstanding or
673 anticipated assessments. Upon receipt, the Buyer shall have a
674 period of ten (10) days to review the documents. If the Buyer
675 does not approve of the documents or current financial status
676 of the condominium, the Buyer shall so notify the Seller in
677 writing within the ten (10) day period and the Contract shall
678 then be null and void whereupon all deposit money shall be
679 returned to the Buyer with no further liability between the
680 parties. If the Buyer does not issue a notice of disapproval
681 within the time period, the Buyer is deemed to have accepted
682 the financial status and the documents and the Buyer is bound
683 by the provisions contained in these documents. The parties
684 agree to make an adjustment at closing for all common expenses
685 or assessments to become due during the calendar year. Such
686 charges will be apportioned based upon the period of



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ownership of each party during that year. Notwithstanding and in addition to the foregoing, in the event the Master Deed or any other document contains a right of first refusal of a third party to purchase the Property, the Seller may cancel this Contract upon written notice to the Buyer that the third party has exercised the right of first refusal.

45. AGENCY DISCLOSURE. In New Jersey, real estate licensees are required to disclose how they intend to work with buyers and sellers in a real estate transaction. The Buyer and the Seller acknowledge that they have been informed by the REALTOR(S) of the four business relationships available between Buyers/Sellers and REALTOR(S) and that the REALTOR(S) have delivered a Consumer Information Statement on New Jersey Real Estate Relationships as required under the law.

46. DECLARATION OF LICENSEE BUSINESS RELATIONSHIP(S).

A. Academy Real Estate and
(Name of Firm)
Donald P. Wristbridge as its
(Name of Licensee)
authorized representative(s), are working in this transaction as (indicate one of the following):
 Seller's Agent Buyer's Agent
 Disclosed Dual Agent Transaction Broker

B. Information supplied by Academy Real Estate
has indicated that it is operating in this transaction as a:
 Seller's Agent Buyer's Agent
 Disclosed Dual Agent Transaction Broker

C. If the agent is acting as a disclosed dual agent, the parties acknowledge execution and delivery of a separate writing which confirms each party's informed consent to the agent acting as a Disclosed Dual Agent in this transaction.

47. SELLER'S DISCLOSURE. The Seller (check one) has has not provided a Property Condition Disclosure Statement in accordance with N.J.A.C. 13:45 A-29.1. If provided, the Buyer has acknowledged receipt of this statement at or prior to the execution of this Contract. The Buyer understands that although the real estate broker, broker-salesperson or salesperson visually reviewed the property to ascertain the accuracy of the information disclosed by the Seller, the real estate broker, broker-salesperson or salesperson is not a home inspector, engineer, architect, environmental specialist or mechanical contractor. While a real estate broker, broker-



737 salesperson or salesperson is trained as a licensee under
738 the License Law of the State of New Jersey, such persons have
739 no special training or experience with respect to the
740 complexities pertaining to the multitude of structural,
741 topographical and environmental components of the property.
742 They have no special training, knowledge or experience with
743 regard to discovering and/or evaluating physical defects
744 including structural defects, roof, basement, mechanical
745 equipment such as heating, air conditioning, electrical
746 systems, sewage, plumbing, exterior drainage, termite and
747 other types of infestation or damage caused by such
748 infestation or environmental conditions such as underground
749 storage tanks, lead or other pollutants or hazards in the
750 soil, water or air, including mold. The Buyer has been advised
751 to obtain independent experts to inspect and review the
752 property and all aspects of this transaction.

753 **48. FURNITURE INVENTORY.** The Property is being sold furnished. An
754 inventory of items included in this sale shall be provided to the
755 Buyer by the Seller within ten (10) days after the Buyer receives
756 a fully signed copy of this Contract. The Buyer shall have ten
757 (10) days from receipt of the inventory to approve or disapprove
758 of same in writing. In the event the Buyer does not notify Seller
759 in writing of disapproval of the inventory within the specified
760 time period, the Buyer agrees to accept the inventory as provided.
761 If the Buyer sends written notice of disapproval of the inventory
762 within the specified time period, this Contract shall be null and
763 void and all deposit monies shall be returned to the Buyer with no
764 further liability between the parties.
765

766 **49. BUYER APPROVAL OF SUMMER LEASES.** The Buyer will be given possession
767 of the Property subject to any outstanding summer leases approved
768 by the Buyer. The Seller shall provide copies to the Buyer of all
769 summer leases within five (5) days of the date the Buyer receives
770 a fully signed copy of this Contract. The Buyer shall then have a
771 period of five (5) days to review the leases. If the Buyer is not
772 personally satisfied with these leases the Buyer may cancel this
773 Contract upon written notice to the Seller within this five (5)
774 day period. Upon such cancellation, all deposit monies shall be
775 returned to the Buyer with no further liability between the
776 parties. If the Buyer does not issue such notice of disapproval
777 within this time period, the Buyer is deemed to have accepted the
778 leases and the Buyer is bound by the provisions contained in the
779 leases. All such leases, and payments or deposits to date, shall
780 be assigned to the Buyer at closing and Seller represents, to the
781 best of Seller's knowledge, as of the signing of this Contract
782 that said leases are in full force and effect with no breach by
783 either party. All leases entered into after the signing of this
784 Contract must be signed by the Buyer and the Seller.
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