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### PRELIMINARY STATEMENT

In 1983 this Court approved a settlement resolving a dispute over the unauthorized practice of law between the New Jersey State Bar Association (NJSBA) and the New Jersey Board of Realtors which created the mandatory "Attorney Review Clause" allowing time for parties to a realtor-prepared residential real estate contract to seek the advice of counsel before the contract is binding. New Jersey State Bar Ass'n v. New Jersey Ass'n of Realtor Bds., 93 N.J. 470 (1983), modified, 94 N.J. 449 (1983). The Court later instituted a notice requirement to accompany such contracts to advise consumers of the risks of proceeding with a transaction without an attorney, which was then codified in regulations. In re Opinion No. 26 of the Committee on the Unauthorized Practice of Law, 139 N.J. 323 (1995); N.J.A.C. 11:5-6.2(g).

The Attorney Review Clause, mandated by this Court to protect the public, gives the parties to a residential real estate contract three business days to seek the advice of counsel. It applies to all realtor-prepared contracts without exception, including auction sales like the one at issue in this matter. The NJSBA believes that this Court's action in instituting the Attorney Review Clause is absolute and cannot be modified by any court other than the Supreme Court.

Since this Court has the exclusive jurisdiction over the practice of law, no lower court has ever previously attempted to

carve out an exception to the Attorney Review Clause, as the Appellate Division did here. While lower courts are free to interpret this Court's rulings on the practice of law, they are not permitted to modify the ruling or carve out an exception.

In this matter, the majority of the Appellate Division held that the Court did not intend for the three-day attorney review period to apply to private residential real estate auction sales. They affirmed the chancery court's carve out exception, which modified the NJ State Bar Ass'n case. The NJSBA posits that the Appellate Division had no authority to do so.

In a dissenting opinion, Judge Jose L. Fuentes noted the New Jersey Constitution endows the Supreme Court with the exclusive jurisdiction over the practice of law. N.J. Const. Art. VI, § 2, ¶ 3. Judge Fuentes confirmed the Supreme Court exercised this constitutional authority in NJ State Bar Ass'n, when it approved the settlement in that case to address all realtor-prepared residential real estate contracts, without exceptions.

Given the exclusive jurisdiction of the Supreme Court, it is **only** the Supreme Court that may reverse, modify, alter, or change the mandates they promulgated in the NJ State Bar Ass'n case.

Similarly, the notice requirements established by the Opinion 26 decision and codified in the Administrative Code, cannot be waived or ignored, as they were here.



The NJSBA concedes that auction contracts were likely never contemplated under the original 1983 settlement, and that the Attorney Review Clause presents challenges in that setting. However, the NJSBA also asserts that the public deserves the same protections and ability to seek the advice of counsel in a residential real estate auction contract as in any other residential real estate contract. This is so especially here, since the purchase of residential real estate, however it is accomplished, likely represents the single most expensive transaction in an individual's lifetime. The NJSBA urges this Court to consider alternative consumer protections for residential real estate auctions, particularly because the frequency of auctions for residential homes has increased significantly due to online auctions. Any such alternative must also guard against a broad definition of auctions so that traditional bidding wars are not wrongfully characterized as auctions.

In light of the importance of the protection of the public interest, the NJSBA urges the Supreme Court to reverse the Appellate Division decision, reaffirm and acknowledge that an Attorney Review Clause and the Opinion 26 notice requirements must be included in every realtor-prepared residential real estate contract in the state, and consider adoption, after careful study, of tailored requirements for residential real estate contracts offered at a residential real estate auction.

PROCEDURAL HISTORY AND STATEMENT OF FACTS

The NJSBA relies on the procedural history and statement of facts as presented by the parties.

## LEGAL ARGUMENT

### POINT I

#### The Appellate and Chancery Courts Have No Jurisdiction to Change or Alter the Attorney Review Provisions or Modify the Mandated Language Established by the New Jersey Supreme Court

The New Jersey Constitution endows the Supreme Court with the exclusive jurisdiction over the practice of law. N.J. Const. Art. VI, § 2, ¶ 3. This Court sets the standard for admission to practice law in this state, regulates attorney conduct, promulgates ethical guidelines for the practice of law, adjudicates attorney disciplinary infractions, sanctions attorneys who violate their professional and ethical responsibilities, and, of particular relevance here, delineates which activities, in and of themselves, constitute the practice of law.

The Court exercised this exclusive constitutional authority in N.J. State Bar Ass'n v. N.J. Ass'n of Realtor Bds., 93 N.J. 470, modified, 94 N.J. 449, 467 (1983), when the Court approved the settlement reached by the Association of Realtors and the NJSBA that addressed actions by licensed realtors that constitute the practice of law. The crux of the settlement was the institution of the Attorney Review Clause, which was mandated to be included in every realtor-prepared residential real estate contract to allow the parties time to seek the advice of counsel.



Since 1983, the only case that modified, altered, or changed the clear language set forth in the NJ State Bar Ass'n case was Conley v. Guerrero, 228 N.J. 339 (2017). All other cases dealt with the interpretation of the settlement of the NJ State Bar Ass'n case. In Conley, the trial court and Appellate Division were careful to narrowly tailor rulings within the confines of the NJ State Bar Ass'n case, noting that they were not at liberty to modify or change the mandatory Attorney Review Clause language in that case even when it made sense to do so. In the current case, Judge Fuentes similarly recognized in his dissent that the Appellate Division had no jurisdiction, nor did the chancery court have any such right to change the law. Sullivan v. Max Spann, 465 N.J. Super 243, 267 (App. Div. 2020).

In NJ State Bar Ass'n, the Court made clear that "the settlement implicates and addresses concerns that go beyond the direct and immediate interests of the primary professional associations ..." State Bar Ass'n, supra, 93 N.J. at 474. The settlement agreement the Court approved was intended to protect the public in what is likely the single most expensive investment of their lives by mandating the inclusion of specific language in every residential real estate contract prepared by licensed realtors involving the sale of one to four-family dwellings and vacant one-family lots in transactions in which they have a commission or fee interest.

As Judge Fuentes stated in his dissent, "[T]he Appellate Division has remained persistently wary of treading upon the Supreme Court's sole authority to alter the NJ State Bar Ass'n mandate when occasionally pressed to do so. See, e.g., Conley v. Guerrero, 443 N.J. Super. 62, 72 (App. Div. 2015), aff'd as modified, 228 N.J. 339 (2017) (refusing to alter the N.J. State Bar Ass'n mandate and 'leav[ing] for others to address' whether to change methods of contract termination notice)." Sullivan, supra, 465 N.J. Super. at 268 (citations in original). In fact, our Supreme Court has specifically given guidance to our lower courts when they stated in Conley, **"Finally, we recognize that the Court may need to modify the attorney-review clause again in the future. Bar Ass'n, supra, 93 N.J. at 474."** Conley, supra, 228 N.J. at 357 (citations in original) (emphasis added). This clearly is another one of those cases.

For these reasons, this Court should reverse the Appellate decision, reaffirm and acknowledge that an Attorney Review Clause must be included in every realtor-prepared residential real estate contract in the state, and confirm that any exceptions or changes to the Attorney Review Clause requirement can only be implemented by the Supreme Court.

## POINT II

### The Majority Decision Should be Reversed Since the Realtor-Prepared Residential Real Estate Contract Provided Did Not Include the Consumer Protection Language Mandated by Opinion 26 and Codified in the Administrative Code

Twelve years after the advent of the NJ State Bar Ass'n settlement, and the creation of the Attorney Review Clause, the New Jersey Supreme Court decided In re Opinion No. 26 of the Committee on the Unauthorized Practice of Law, 139 N.J. 323 (1995). There, the Supreme Court was asked to decide whether the activities of title companies and realtors in real estate transactions where the parties choose not to hire an attorney constitute the unauthorized practice of law.

The Court noted its decision "turns on the identification of the public interest," which is the polestar of all residential real estate contracts decided by our courts after the NJ State Bar Ass'n decision. Id. at 325. Although the Court noted that it "strongly believes that both parties should retain counsel for their own protection and that the savings in lawyers' fees are not worth the risks involved in proceeding without counsel," id., its decision allows both sellers and buyers in real estate transactions to proceed without legal representation, provided that "the parties are adequately informed of the conflicting interests of realtors and title officers and of the risks involved in proceeding without counsel." Id. at 356. A key factor in the Court's

determination was for parties in a transaction to be able to make an informed decision as to whether or not to retain counsel for their own protection.

The Special Master in that case recommended, and the Court agreed, that realtors and title companies may perform certain functions, subject to the conditions set forth in the decision. Those conditions require the provision of a special notice to all parties in a residential real estate transaction. The required notice contains enhanced disclosures of the role of realtors and title officers in the transaction to ensure that parties who decide not to retain lawyers are fully aware of the conflicting interests of the other professionals in connection with the transaction, and of the risks of proceeding without their own attorney.

The Court advised that this notice must be provided by the broker and stated, "If that notice is not given, the broker will be engaged in the unauthorized practice of law." Id. at 358.

Furthermore, the Division of Banking and Insurance and the New Jersey Real Estate Commission, under whose authority New Jersey realtors are licensed, have mandated that all licensees insert both the Opinion 26 notice provision and the Attorney Review Clause in each licensee-prepared contract or lease. N.J.A.C. 11:5-6.2(g). The mandated language is clear, concise and provides the parties to the transaction sufficient notice of the risks involved in not retaining a lawyer, but permits the parties to proceed without the

protection of an attorney, if they so elect. Appearing on page one of the Realtors Form Contract, the Opinion 26 notice is an integral part of the contract itself and is required to reference the Attorney Review Clause. See Appendix A, Realtors Form of Contract (which contains the exact language from Opinion 26).

In this case, the mandated reference to the Attorney Review Clause was omitted from the Opinion 26 notice at the beginning of the contract, in direct violation of that opinion.

Instead of the required attorney review language in Paragraph 4 of the Opinion 26 Notice page, Paragraph 4 of the contract in this case reads:

4) The contract is final and binding. You cannot change or cancel the contract unless the seller agrees. Neither can the real estate broker nor the title insurance company change the contract.

By not voiding the contract in this matter due to the omission of the attorney review language, the Appellate Division and the chancery court created an impermissible modification of this Court's mandate and the applicable regulation.

The NJSBA asserts that, from a consumer protection perspective, a residential real estate auction is no different than any other residential real estate sale, and is akin to a situation in which there is a "bidding war" through a realtor, where prospective buyers are asked to present their highest and best offer. One offer

ultimately gets chosen, based on the strength of its terms, and only one fully-executed contract ensues. That contract is then subject to the public's rights and protections afforded by the Attorney Review Clause.

As the unanimous Court commented in the Opinion 26 decision:

We determine the ultimate touchstone – the public interest – through the balancing of the factors involved in the case, namely, the risks and benefits to the public of allowing or disallowing such activities. In other words, like all of our powers, this power over the practice of law must be exercised in the public interest; more specifically, it is not a power given to us in order to protect lawyers, but in order to protect the public, in this instance by preserving its right to proceed without counsel.

Opinion 26, supra, 139 N.J. at 327. The mere fact that there is an auction does not strip the consumer of the right to those protections.

For these reasons, the NJSBA urges the Court to reverse the Appellate Division decision, and reaffirm and acknowledge that the Opinion 26 notice, including language referring to the three-day Attorney Review Clause, must be provided in connection with every realtor prepared residential real estate contract in the state in order for the agreement to be valid and binding.

### POINT III

If the Court Creates an Exception to the Attorney Review Requirements and Opinion 26 Notices for Residential Real Estate Auctions, It Should Establish Tailored Requirements to Provide Protection to Consumers in the Context Of a Residential Real Estate Auction that Clearly Define an Auction and Add Alternative Notices to Ensure Consumers Fully Understand Their Rights and Risks

The NJSBA acknowledges that application of the Attorney Review Clause to a private residential real estate auction may not be practical going forward because it interferes with the finality needed in an auction. For example, it might encourage artificial high bids by bad actors without any liability because they could cancel under the Attorney Review Clause.

The NJSBA suggest that the Court consider whether it should permit real estate brokers to draft residential real estate auction contracts under certain defined parameters, as it did in the NJ State Bar Ass'n and Opinion 26 cases. If the Supreme Court creates an auction exemption, the NJSBA recommends consideration be given to appointing a special master or creating a special committee to evaluate and prepare a report of what consumer protections could be implemented that protect the public, but do not impede the auction process. The NJSBA and New Jersey Board of Realtors could participate to provide critical information needed to fully evaluate the issues at stake.



The NJSBA cautions that any exception to the existing Attorney Review Clause provisions should be narrowly tailored and should carefully define what constitutes an auction. The exemption should be limited to *bona fide* auctions to prevent the slippery slope of a bidding war or similar sale being characterized as an auction and thus unintentionally meeting the exception. Attention should also be paid to the growing market of online auctions, which will be affected by any new exception.

Some characteristics of a *bona fide* auction that might be required include (but are not be limited to):

- The absence of a seller's reserve.
- A set timeframe for a bid package to be published, which must include a copy of the contract of sale to be signed where the only variable is price.
- An established time period for bidding, with a clearly defined start and end time that are publicized in advance.

Other potential provisions to promote consumer protection in the context of a residential real estate auction could require that:

- 1) Potential bidders at a *bona fide* auction self-certify that they are a "sophisticated investor."
- 2) A notice be sent to prospective bidders in advance of the auction [either X days before the auction itself or X days before the last bidder is registered]. The notice should be in a form required by the Court, in a certain size font, etc. Prospective bidders must sign this notice, certifying (among other things) they understand that:

- This is not a traditional real estate sale, but an auction in which bids are final.
- Unlike a traditional residential real estate sale, the prevailing bidder will not have the opportunity to reject or negotiate the contract once the bid is accepted.
- Real estate auctions are a hazardous enterprise, with a significant risk of loss for the investor.
- They are strongly encouraged to consult with an attorney before participating in the auction or submitting a bid.
- To participate, they must qualify as a "sophisticated investor," who:
  - o has sufficient knowledge and experience of the real estate market to be capable of evaluating the risks of investment.

The above proposed considerations illustrate the unique risk of residential real estate auctions and potential requirements that might provide needed protections for consumers. They are not, however, exhaustive. The NJSBA asserts that the issues are deserving of more careful study either through a special master or a dedicated committee.

For these reasons the NJSBA urges the Court to implement, after careful study, tailored protections for realtor-prepared residential real estate contracts offered at a *bona fide* residential real estate auction, and not permit individuals to unilaterally alter the Attorney Review Clause on their own in such settings.

CONCLUSION

For the reasons noted above, and in light of the importance of protection of the public interest, the NJSBA urges the Supreme Court to reverse the Appellate Division decision, reaffirm and acknowledge that an Attorney Review Clause and the Opinion 26 notice requirements must be included in every realtor prepared residential real estate contract in the state, confirm that only the Supreme Court may modify the Attorney Review Clause requirements, and consider, after careful study, the adoption of tailored requirements for residential real estate contracts offered at a residential real estate auction.

Respectfully,

New Jersey State Bar Association

By Domenick Carmagnola/sab  
Domenick Carmagnola, Esq.  
President  
Attorney ID Number: 038951988

Dated: July 21, 2021

# APPENDIX

**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	DATE	BUYER	DATE
SELLER	DATE	BUYER	DATE
SELLER	DATE	BUYER	DATE
SELLER	DATE	BUYER	DATE
Listing Broker		Selling Broker	

Prepared by: \_\_\_\_\_  
Name of Real Estate Licensee



STATEWIDE NEW JERSEY REALTORS® STANDARD FORM OF REAL ESTATE SALES CONTRACT

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

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Table listing 43 sections of the contract, including Parties and Property Description, Purchase Price, Manner of Payment, Accurate Disclosure of Selling Price, Items Included/Excluded, Dates and Times for Performance, Certificate of Occupancy, Municipal Assessments, Possession, Lead-based Paint, Point of Entry Treatment Systems, Cesspool Requirements, Inspection Contingency Clause, MEGAN'S LAW Statement, Notification Regarding Off-Site Conditions, Air Safety and Zoning, Bulk Sales, Notice to Buyer Concerning Insurance, Maintenance and Condition of Property, Risk of Loss, Initial and Final Walk-Throughs, Adjustments at Closing, Failure of Buyer or Seller to Close, Consumer Information Statement Acknowledgement, Declaration of Broker(s) Business Relationship(s), Brokers' Information and Commission, Equitable Lien, Disclosure that Buyer or Seller is a Real Estate Licensee, Brokers to Receive Closing Disclosure and Other Documents, Professional Referrals, Attorney-Review Clause, Notices, No Assignment, Electronic Signatures and Documents, Corporate Resolutions, Entire Agreement, Parties Liable, Applicable Laws, Addenda, and Additional Contractual Provisions.

1. PARTIES AND PROPERTY DESCRIPTION:

Buyer information lines: \_\_\_\_\_ ("Buyer"), \_\_\_\_\_, ("Buyer"), \_\_\_\_\_ ("Buyer"), \_\_\_\_\_, ("Buyer"), whose address is/are \_\_\_\_\_

AGREES TO PURCHASE FROM

Seller information lines: \_\_\_\_\_ ("Seller"), \_\_\_\_\_, ("Seller"), \_\_\_\_\_ ("Seller"), \_\_\_\_\_, ("Seller"), whose address is/are \_\_\_\_\_

THROUGH THE BROKER(S) NAMED IN THIS CONTRACT AT THE PRICE AND TERMS STATED BELOW, THE FOLLOWING PROPERTY:

Property Address: \_\_\_\_\_ shown on the municipal tax map of \_\_\_\_\_ County \_\_\_\_\_ as Block \_\_\_\_\_ Lot \_\_\_\_\_ (the "Property"). Qualifier \_\_\_\_\_ (if the Property is a condominium).

THE WORDS "BUYER" AND "SELLER" INCLUDE ALL BUYERS AND SELLERS LISTED ABOVE.

2. PURCHASE PRICE:

Table with 2 columns: Description and Amount. Rows include: TOTAL PURCHASE PRICE, INITIAL DEPOSIT, ADDITIONAL DEPOSIT, MORTGAGE, BALANCE OF PURCHASE PRICE.

New Jersey Realtors® Form 118-Statewide 10/20 Page 2 of 13 Buyer's Initials: \_\_\_\_\_ Seller's Initials: \_\_\_\_\_



51 **3. MANNER OF PAYMENT:**

52 (A) **INITIAL DEPOSIT** to be paid by Buyer to  Listing Broker  Participating Broker  Buyer's Attorney  Title Company  
53  Other \_\_\_\_\_, on or before \_\_\_\_\_ (date) (if left blank, then within five (5)  
54 business days after the fully signed Contract has been delivered to both Buyer and the Seller).

55  
56 (B) **ADDITIONAL DEPOSIT** to be paid by Buyer to the party who will be responsible for holding the escrow who is identified below  
57 on or before \_\_\_\_\_ (date) (if left blank, then within ten (10) calendar days after the fully signed Contract has been  
58 delivered to both the Buyer and the Seller).

59  
60 (C) **ESCROW: All initial and additional deposit monies paid by Buyer shall be held in escrow in the NON-INTEREST**  
61 **BEARING TRUST ACCOUNT** of \_\_\_\_\_, ("Escrowee"), until the Closing, at which time all  
62 monies shall be paid over to Seller. The deposit monies shall not be paid over to Seller prior to the Closing, unless otherwise agreed  
63 in writing by both Buyer and Seller. If Buyer and Seller cannot agree on the disbursement of these escrow monies, the Escrowee may  
64 place the deposit monies in Court requesting the Court to resolve the dispute.

65  
66 (D) **IF PERFORMANCE BY BUYER IS CONTINGENT UPON OBTAINING A MORTGAGE:**

67 If payment of the purchase price requires a mortgage loan other than by Seller or other than assumption of Seller's mortgage,  
68 Buyer shall apply for the loan through any lending institution of Buyer's choice in writing on lender's standard form within ten (10)  
69 calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the  
70 Attorney-Review Clause Section of this Contract, then within ten (10) calendar days after the parties agree to the terms of this Contract,  
71 and use best efforts to obtain it. Buyer shall supply all necessary information and fees required by the proposed lender and shall authorize  
72 the lender to communicate with the real estate brokers(s) and involved attorney(s). Buyer shall obtain a written commitment from the  
73 lending institution to make a loan on the property under the following terms:

74  
75 Principal Amount \$ \_\_\_\_\_ Type of Mortgage:  VA  FHA  Section 203(k)  Conventional  Other \_\_\_\_\_  
76 Term of Mortgage: \_\_\_\_\_ years, with monthly payments based on a \_\_\_\_\_ year payment schedule.

77  
78 The written mortgage commitment must be delivered to Seller's agent, who is the Listing Broker identified in Section 30, and Seller's  
79 attorney, if applicable, no later than \_\_\_\_\_ (date)(if left blank, then within thirty (30) calendar days after  
80 the attorney-review period is completed, or if this Contract is timely disapproved by an attorney as provided in the Attorney-Review  
81 Clause Section of this Contract, then within thirty (30) calendar days after the parties agree to the terms of this Contract). Thereafter,  
82 if Buyer has not obtained the commitment, then either Buyer or Seller may void this Contract by written notice to the other party and  
83 Broker(s) within ten (10) calendar days of the commitment date or any extension of the commitment date, whichever is later. If this  
84 Contract is voided, the deposit monies paid by Buyer shall be returned to Buyer notwithstanding any other provision in this Contract,  
85 provided, however, if Seller alleges in writing to Escrowee within said ten (10) calendar days of the commitment date or any extension of  
86 the commitment date, whichever is later, that the failure to obtain the mortgage commitment is the result of Buyer's bad faith, negligence,  
87 intentional conduct or failure to diligently pursue the mortgage application, then Escrowee shall not return the deposit monies to Buyer  
88 without the written authorization of Seller. If Buyer has applied for Section 203(k) financing this Contract is contingent upon mortgage approval and  
89 the Buyer's acceptance of additional required repairs as determined by the lender.

90  
91 (E) **BALANCE OF PURCHASE PRICE:** The balance of the purchase price shall be paid by Buyer in cash, or by certified, cashier's  
92 check or trust account check.

93  
94 Payment of the balance of the purchase price by Buyer shall be made at the closing, which will take place on \_\_\_\_\_  
95 \_\_\_\_\_ (date) at the office of Buyer's closing agent or such other place as Seller  
96 and Buyer may agree ("the Closing").

97  
98 **4. SUFFICIENT ASSETS:**

99 Buyer represents that Buyer has or will have as of the Closing, all necessary cash assets, together with the mortgage loan proceeds, to  
100 complete the Closing. Should Buyer not have sufficient cash assets at the Closing, Buyer will be in breach of this Contract and Seller shall  
101 be entitled to any remedies as provided by law.

102  
103 **5. ACCURATE DISCLOSURE OF SELLING PRICE:**

104 Buyer and Seller certify that this Contract accurately reflects the gross sale price as indicated in Section 2 of this Contract. Buyer and  
105 Seller understand and agree that this information shall be disclosed to the Internal Revenue Service and other governmental agencies as  
106 required by law.

107  
108 **6. ITEMS INCLUDED IN SALE:**

109 The Property includes all fixtures permanently attached to the building(s), and all shrubbery, plantings and fencing, gas and electric  
110 fixtures, cooking ranges and ovens, hot water heaters, flooring, screens, storm sashes, shades, blinds, awnings, radiator covers, heating  
111 apparatus and sump pumps, if any, except where owned by tenants, are included in this sale. All of the appliances shall be in working



112 order as of the Closing. Seller does not guarantee the condition of the appliances after the Deed and affidavit of title have been delivered  
113 to Buyer at the Closing. The following items are also specifically included (If reference is made to the MLS Sheet and/or any other  
114 document, then the document(s) referenced should be attached.):  
115  
116  
117

118  
119 **7. ITEMS EXCLUDED FROM SALE: (If reference is made to the MLS Sheet and/or any other document, then the document(s)**  
120 **referenced should be attached.):**  
121  
122  
123

124  
125 **8. DATES AND TIMES FOR PERFORMANCE:**

126 Seller and Buyer agree that all dates and times included in this Contract are of the essence. This means that Seller and Buyer must satisfy  
127 the terms of this Contract within the time limits that are set in this Contract or will be in default, except as otherwise provided in this  
128 Contract or required by applicable law, including but not limited to if the Closing has to be delayed either because a lender does not timely  
129 provide documents through no fault of Buyer or Seller or for three (3) business days because of the change of terms as required by the  
130 Consumer Financial Protection Bureau.  
131

132 If Seller requests that any addendum or other document be signed in connection with this Contract, "final execution date," "acknowledgement date,"  
133 or similar language contained in such document that sets the time period for completion of any condition or contingencies, including but not limited  
134 to inspections and financing, shall mean that the time will begin to run after the attorney-review period is completed or, if this Contract is timely  
135 disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then from the date the parties agree to the terms of  
136 this Contract.  
137

138 **9. CERTIFICATE OF OCCUPANCY AND ZONING COMPLIANCE:**

139 Seller makes no representations concerning existing zoning ordinances, except that Seller's use of the Property is not presently in violation  
140 of any zoning ordinances.  
141

142 Some municipalities may require a Certificate of Occupancy or Housing Code Letter to be issued. If any is required for this Property,  
143 Seller shall obtain it at Seller's expense and provide to Buyer prior to Closing and shall be responsible to make and pay for any repairs  
144 required in order to obtain the Certificate or Letter. However, if this expense exceeds \$ \_\_\_\_\_ (if left blank, then 1.5% of the  
145 purchase price) to Seller, then Seller may terminate this Contract and refund to Buyer all deposit monies plus Buyer's reasonable expenses,  
146 if any, in connection with this transaction unless Buyer elects to make repairs in excess of said amount at Buyer's expense, in which event  
147 Seller shall not have the right to terminate this Contract. In addition, Seller shall comply with all New Jersey laws, and local ordinances,  
148 including but not limited to smoke detectors, carbon monoxide detectors, fire extinguishers and indoor sprinklers, the cost of which shall  
149 be paid by Seller and not be considered as a repair cost.  
150

151 **10. MUNICIPAL ASSESSMENTS:** (Seller represents that Seller  has  has not been notified of any such municipal assessments as  
152 explained in this Section.)  
153

154 Title shall be free and clear of all assessments for municipal improvements, including but not limited to municipal liens, as well as  
155 assessments and liabilities for future assessments for improvements constructed and completed. All confirmed assessments and all  
156 unconfirmed assessments that have been or may be imposed by the municipality for improvements that have been completed as of the  
157 Closing are to be paid in full by Seller or credited to Buyer at the Closing. A confirmed assessment is a lien against the Property. An  
158 unconfirmed assessment is a potential lien that, when approved by the appropriate governmental entity, will become a legal claim against  
159 the Property.  
160

161 **11. QUALITY AND INSURABILITY OF TITLE:**

162 At the Closing, Seller shall deliver a duly executed Bargain and Sale Deed with Covenant as to Grantor's Acts or other Deed satisfactory  
163 to Buyer. Title to the Property will be free from all claims or rights of others, except as described in this Section and Section 12, of this  
164 Contract. The Deed shall contain the full legal description of the Property.  
165

166 This sale will be subject to utility and other easements and restrictions of record, if any, and such state of facts as an accurate survey  
167 might disclose, provided such easement or restriction does not unreasonably limit the use of the Property. Generally, an easement is a  
168 right of a person other than the owner of property to use a portion of the property for a special purpose. A restriction is a recorded  
169 limitation on the manner in which a property owner may use the property. Buyer does not have to complete the purchase, however,  
170 if any easement, restriction or facts disclosed by an accurate survey would substantially interfere with the use of the Property for  
171 residential purposes. A violation of any restriction shall not be a reason for Buyer refusing to complete the Closing as long as the title  
172 company insures Buyer against loss at regular rates. The sale also will be made subject to applicable zoning ordinances, provided that  
173 the ordinances do not render title unmarketable.  
174

175 Title to the Property shall be good, marketable and insurable, at regular rates, by any title insurance company licensed to do business  
176 in New Jersey, subject only to the claims and rights described in this section and Section 12. Buyer agrees to order a title insurance  
177 commitment (title search) and survey, if required by Buyer's lender, title company or the municipality where the Property is located,  
178 and to furnish copies to Seller. If Seller's title contains any exceptions other than as set forth in this section, Buyer shall notify Seller  
179 and Seller shall have thirty (30) calendar days within which to eliminate those exceptions. Seller represents, to the best of Seller's  
180 knowledge, that there are no restrictions in any conveyance or plans of record that will prohibit use and/or occupancy of the Property  
181 as a \_\_\_\_\_ family residential dwelling. Seller represents that all buildings and other improvements on the Property are  
182 within its boundary lines and that no improvements on adjoining properties extend across boundary lines of the Property.

183  
184 If Seller is unable to transfer the quality of title required and Buyer and Seller are unable to agree upon a reduction of the purchase  
185 price. Buyer shall have the option to either void this Contract, in which case the monies paid by Buyer toward the purchase price shall  
186 be returned to Buyer, together with the actual costs of the title search and the survey and the mortgage application fees in preparing for  
187 the Closing without further liability to Seller, or to proceed with the Closing without any reduction of the purchase price.

188  
189 **12. POSSESSION, OCCUPANCY AND TENANCIES:**

190 **(A) Possession and Occupancy.**

191 Possession and occupancy will be given to Buyer at the Closing. Buyer shall be entitled to possession of the Property, and any rents or  
192 profits from the Property, immediately upon the delivery of the Deed and the Closing. Seller shall pay off any person with a claim or right  
193 affecting the Property from the proceeds of this sale at or before the Closing.

194  
195 **(B) Tenancies.**  **Applicable**  **Not Applicable**

196 Occupancy will be subject to the tenancies listed below as of Closing. Seller represents that the tenancies are not in violation of any  
197 existing Municipal, County, State or Federal rules, regulations or laws. Seller agrees to transfer all security deposits to Buyer at the Closing  
198 and to provide to Brokers and Buyer a copy of all leases concerning the tenancies, if any, along with this Contract when it is signed by  
199 Seller. Seller represents that such leases can be assigned and that Seller will assign said leases, and Buyer agrees to accept title subject to  
200 these leases.

201  
202 

TENANT'S NAME	LOCATION	RENT	SECURITY DEPOSIT	TERM
---------------	----------	------	------------------	------

203  
204  
205  
206  
207  
208 **13. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARD: (This section is applicable only to all dwellings**

209 **built prior to 1978.)**  **Applicable**  **Not Applicable**

210 **(A) Document Acknowledgement.**

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

214  
215 **(B) Lead Warning Statement.**

216 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such  
217 property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead  
218 poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,  
219 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest  
220 in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or  
221 inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for  
222 possible lead-based paint hazards is recommended prior to purchase.

223  
224 **(C) Inspection.**

225 The law requires that, unless Buyer and Seller agree to a longer or shorter period, Seller must allow Buyer a ten (10) day period  
226 within which to complete an inspection and/or risk assessment of the Property as set forth in the next paragraph. Buyer, however, has the  
227 right to waive this requirement in its entirety.

228  
229 This Contract is contingent upon an inspection and/or risk assessment (the "Inspection") of the Property by a certified inspector/risk  
230 assessor for the presence of lead-based paint and/or lead-based paint hazards. The Inspection shall be ordered and obtained by Buyer at  
231 Buyer's expense within ten (10) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an  
232 attorney as provided in the Attorney-Review Clause Section of this Contract, then within ten (10) days after the parties agree to  
233 the terms in this Contract ("Completion Date"). If the Inspection indicates that no lead-based paint or lead-based paint hazard is present  
234 at the Property, this contingency clause shall be deemed null and void. If the Inspection indicates that lead-based paint or lead-based paint  
235 hazard is present at the Property, this contingency clause will terminate at the time set forth above unless, within five (5) business days from  
236 the Completion Date, Buyer delivers a copy of the inspection and/or risk assessment report to Seller and Brokers and (1) advises Seller  
237 and Brokers, in writing that Buyer is voiding this Contract; or (2) delivers to Seller and Brokers a written amendment (the "Amendment")

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

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

238 to this Contract listing the specific existing deficiencies and corrections required by Buyer. The Amendment shall provide that Seller  
 239 agrees to (a) correct the deficiencies; and (b) furnish Buyer with a certification from a certified inspector/risk assessor that the deficiencies  
 240 have been corrected, before the Closing. Seller shall have \_\_\_\_\_ (if left blank, then 3) business days after receipt of the Amendment  
 241 to sign and return it to Buyer or send a written counter-proposal to Buyer. If Seller does not sign and return the Amendment or fails to  
 242 offer a counter-proposal, this Contract shall be null and void. If Seller offers a counter-proposal, Buyer shall have \_\_\_\_\_ (if left  
 243 blank, then 3) business days after receipt of the counter-proposal to accept it. If Buyer fails to accept the counter-proposal within the time  
 244 limit provided, this Contract shall be null and void.

245  
 246 **14. POINT-OF-ENTRY TREATMENT ("POET") SYSTEMS:**  Applicable  Not Applicable

247 A point-of-entry treatment ("POET") system is a type of water treatment system used to remove contaminants from the water entering a  
 248 structure from a potable well, usually through a filtration process. Seller represents that a POET system has been installed to an existing  
 249 well on the Property and the POET system was installed and/or maintained using funds received from the New Jersey Spill Compensation  
 250 Fund Claims Program, N.J.S.A. 58:10-23.11, et seq. The Buyer understands that Buyer will not be eligible to receive any such funds for the  
 251 continued maintenance of the POET system. Pursuant to N.J.A.C. 7:1J-2.5(e), Seller agrees to notify the Department of Environmental  
 252 Protection within thirty (30) calendar days of executing this Contract that the Property is to be sold.

253  
 254 **15. CESSPOOL REQUIREMENTS:**  Applicable  Not Applicable

255 (This section is applicable if the Property has a cesspool, except in certain limited circumstances set forth in N.J.A.C.  
 256 7:9A-3.16.) Pursuant to New Jersey's Standards for Individual Subsurface Sewage Disposal Systems, N.J.A.C. 7:9A (the "Standards"), if  
 257 this Contract is for the sale of real property at which any cesspool, privy, outhouse, latrine or pit toilet (collectively "Cesspool") is located,  
 258 the Cesspool must be abandoned and replaced with an individual subsurface sewage disposal system at or before the time of the real  
 259 property transfer, except in limited circumstances.

260  
 261 (A) Seller represents to Buyer that  no Cesspool is located at or on the Property, or  one or more Cesspools are located at or on the  
 262 Property. [If there are one or more Cesspools, then also check EITHER Box 1 or 2 below.]

263  
 264 1.  Seller agrees that, prior to the Closing and at its sole cost and expense, Seller shall abandon and replace any and all Cesspools  
 265 located at or on the Property and replace such Cesspools with an individual subsurface sewage disposal system ("System") meeting all  
 266 the requirements of the Standards. At or prior to the Closing, Seller shall deliver to Buyer a certificate of compliance ("Certificate of  
 267 Compliance") issued by the administrative authority ("Administrative Authority") (as those terms are defined in N.J.A.C. 7:9A-2.1) with  
 268 respect to the System. Notwithstanding the foregoing, if the Administrative Authority determines that a fully compliant system cannot  
 269 be installed at the Property, then Seller shall notify Buyer in writing within three (3) business days of its receipt of the Administrative  
 270 Authority's determination of its intent to install either a nonconforming System or a permanent holding tank, as determined by the  
 271 Administrative Authority ("Alternate System"), and Buyer shall then have the right to void this Contract by notifying Seller in writing  
 272 within seven (7) business days of receipt of the notice from Seller. If Buyer fails to timely void this Contract, Buyer shall have waived its  
 273 right to cancel this Contract under this paragraph, and Seller shall install the Alternate System and, at or prior to the Closing, deliver  
 274 to Buyer such Certificate of Compliance or other evidence of approval of the Alternate System as may be issued by the Administrative  
 275 Authority. The delivery of said Certificate of Compliance or other evidence of approval shall be a condition precedent to the Closing; or

276  
 277 2.  Buyer agrees that, at its sole cost and expense, Buyer shall take all actions necessary to abandon and replace any and all Cesspools  
 278 located at or on the Property and replace such Cesspools with a System meeting all the requirements of the Standards or an Alternate  
 279 System. Buyer shall indemnify and hold Seller harmless for any and all costs, damages, claims, fines, penalties and assessments (including  
 280 but not limited to reasonable attorneys' and experts' fees) arising from Buyer's violation of this paragraph. This paragraph shall survive  
 281 the Closing.

282  
 283 (B) If prior to the Closing, either Buyer or Seller becomes aware of any Cesspool at or on the Property that was not disclosed by Seller  
 284 at or prior to execution of this Contract, the party with knowledge of the newly identified Cesspool shall promptly, but in no event later  
 285 than three (3) business days after receipt of such knowledge, advise the other party of the newly identified Cesspool in writing. In such  
 286 event, the parties in good faith shall agree, no later than seven (7) business days after sending or receiving the written notice of the newly  
 287 identified Cesspool, or the day preceding the scheduled Closing, whichever is sooner, to proceed pursuant to subsection (A) 1 or 2 above  
 288 or such other agreement as satisfies the Standards, or either party may terminate this Contract.

289  
 290 **16. INSPECTION CONTINGENCY CLAUSE:**

291 **(A) Responsibilities of Home Ownership.**

292 Buyer and Seller acknowledge and agree that, because the purchase of a home is one of the most significant investments a person can  
 293 make in a lifetime, all aspects of this transaction require considerable analysis and investigation by Buyer before closing title to the  
 294 Property. While Brokers and salespersons who are involved in this transaction are trained as licensees under the New Jersey Licensing Act  
 295 they readily acknowledge that they have had no special training or experience with respect to the complexities pertaining to the multitude  
 296 of structural, topographical and environmental components of this Property. For example, and not by way of limitation, Brokers and  
 297 salespersons have no special training, knowledge or experience with regard to discovering and/or evaluating physical defects, including

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

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

298 structural defects, roof, basement, mechanical equipment, such as heating, air conditioning, and electrical systems, sewage, plumbing,  
299 exterior drainage, termite, and other types of insect infestation or damage caused by such infestation. Moreover, Brokers and salespersons  
300 similarly have no special training, knowledge or experience with regard to evaluation of possible environmental conditions which might  
301 affect the Property pertaining to the dwelling, such as the existence of radon gas, formaldehyde gas, airborne asbestos fibers, toxic  
302 chemicals, underground storage tanks, lead, mold or other pollutants in the soil, air or water.

303  
304 **(B) Radon Testing, Reports and Mitigation.**

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

308  
309 If the Property has been tested for radon prior to the date of this Contract, Seller agrees to provide to Buyer, at the time of the execution  
310 of this Contract, a copy of the result of the radon test(s) and evidence of any subsequent radon mitigation or treatment of the Property.  
311 In any event, Buyer shall have the right to conduct a radon inspection/test as provided and subject to the conditions set forth in paragraph  
312 (D) below. If any test results furnished or obtained by Buyer indicate a concentration level of 4 picocuries per liter (4.0 pCi/L) or more in  
313 the subject dwelling, Buyer shall then have the right to void this Contract by notifying Seller in writing within seven (7) business days of the  
314 receipt of any such report. For the purposes of this Section 16, Seller and Buyer agree that, in the event a radon gas concentration level  
315 in the subject dwelling is determined to be less than 4 picocuries per liter (4.0 pCi/L) without any remediation, such level of radon gas  
316 concentration shall be deemed to be an acceptable level ("Acceptable Level") for the purposes of this Contract. Under those circumstances,  
317 Seller shall be under no obligation to remediate, and this contingency clause as it relates to radon shall be deemed fully satisfied.

318  
319 If Buyer's qualified inspector reports that the radon gas concentration level in the subject dwelling is four picocuries per liter (4.0 pCi/L)  
320 or more. Seller shall have a seven (7) business day period after receipt of such report to notify Buyer in writing that Seller agrees to  
321 remediate the gas concentration to an Acceptable Level (unless Buyer has voided this Contract as provided in the preceding paragraph).  
322 Upon such remediation, the contingency in this Contract which relates to radon shall be deemed fully satisfied. If Seller fails to notify  
323 Buyer of Seller's agreement to so remediate, such failure to so notify shall be deemed to be a refusal by Seller to remediate the radon level  
324 to an Acceptable Level, and Buyer shall then have the right to void this Contract by notifying Seller in writing within seven (7) calendar  
325 days thereafter. If Buyer fails to void this Contract within the seven (7) day period, Buyer shall have waived Buyer's right to cancel  
326 this Contract and this Contract shall remain in full force and effect, and Seller shall be under no obligation to remediate the radon gas  
327 concentration. If Seller agrees to remediate the radon to an Acceptable Level, such remediation and associated testing shall be completed  
328 by Seller prior to the Closing.

329  
330 **(C) Infestation and/or Damage By Wood Boring Insects.**

331 Buyer, shall have the right to have the Property inspected by a licensed exterminating company of Buyer's choice, for the purpose of  
332 determining if the Property is free from infestation and damage from termites or other wood destroying insects. If Buyer chooses to make  
333 this inspection, Buyer shall pay for the inspection unless Buyer's lender prohibits Buyer from paying, in which case Seller shall pay. The  
334 inspection must be completed and written reports must be furnished to Seller and Broker(s) within \_\_\_\_\_ (if left blank, then 14) calendar  
335 days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-  
336 Review Clause Section of this Contract, then within \_\_\_\_\_ (if left blank, then 14) calendar days after the parties agree to the terms of this  
337 Contract. This report shall state the nature and extent of any infestation and/or damage and the full cost of treatment for any infestation.  
338 Seller agrees to treat any infestation and cure any damage at Seller's expense prior to Closing, provided however, if the cost to cure exceeds  
339 1% of the purchase price of the Property, then either party may void this Contract provided they do so within \_\_\_\_\_ (if left blank, then 7)  
340 business days after the report has been delivered to Seller and Brokers. If Buyer and Seller are unable to agree upon who will pay for the  
341 cost to cure and neither party timely voids this Contract, then Buyer will be deemed to have waived its right to terminate this Contract  
342 and will bear the cost to cure that is over 1% of the purchase price, with Seller bearing the cost that is under 1% of the purchase price.

343  
344 **(D) Buyer's Right to Inspections.**

345 Buyer acknowledges that the Property is being sold in an "as is" condition and that this Contract is entered into based upon the knowledge  
346 of Buyer as to the value of the land and whatever buildings are upon the Property, and not on any representation made by Seller, Brokers  
347 or their agents as to character or quality of the Property. Therefore, Buyer, at Buyer's sole cost and expense, is granted the right to have  
348 the dwelling and all other aspects of the Property, inspected and evaluated by "qualified inspectors" (as the term is defined in subsection  
349 G below) for the purpose of determining the existence of any physical defects or environmental conditions such as outlined above. If  
350 Buyer chooses to make inspections referred to in this paragraph, such inspections must be completed, and written reports including a list  
351 of repairs Buyer is requesting must be furnished to Seller and Brokers within \_\_\_\_\_ (if left blank, then 14) calendar days after the attorney-  
352 review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section  
353 of this Contract, then within \_\_\_\_\_ (if left blank, then 14) calendar days after the parties agree to the terms of this Contract. If Buyer fails  
354 to furnish such written reports to Seller and Brokers within the \_\_\_\_\_ (if left blank, then 14) calendar days specified in this paragraph,  
355 this contingency clause shall be deemed waived by Buyer, and the Property shall be deemed acceptable by Buyer. The time period for  
356 furnishing the inspection reports is referred to as the "Inspection Time Period." Seller shall have all utilities in service for inspections.

358 **(E) Responsibility to Cure.**

359 If any physical defects or environmental conditions (other than radon or woodboring insects) are reported by the qualified inspectors to  
360 Seller within the Inspection Time Period, Seller shall then have seven (7) business days after the receipt of such reports to notify Buyer  
361 in writing that Seller shall correct or cure any of the defects set forth in such reports. If Seller fails to notify Buyer of Seller's agreement  
362 to so cure and correct, such failure to so notify shall be deemed to be a refusal by Seller to cure or correct such defects. If Seller fails to  
363 agree to cure or correct such defects within the seven (7) business day period, or if the environmental condition at the Property (other  
364 than radon) is incurable and is of such significance as to unreasonably endanger the health of Buyer, Buyer shall then have the right to  
365 void this Contract by notifying Seller in writing within seven (7) business days thereafter. If Buyer fails to void this Contract within the  
366 seven (7) business day period, Buyer shall have waived Buyer's right to cancel this Contract and this Contract shall remain in full force,  
367 and Seller shall be under no obligation to correct or cure any of the defects set forth in the inspections. If Seller agrees to correct or cure  
368 such defects, all such repair work shall be completed by Seller prior to the closing of title. Radon at the Property shall be governed by  
369 the provisions of Paragraph (B), above.

370  
371 **(F) Flood Hazard Area (if applicable).**

372 The federal and state governments have designated certain areas as flood areas. If the Property is located in a flood area, the use of the  
373 Property may be limited. If Buyer's inquiry reveals that the Property is in a flood area, Buyer may cancel this Contract within ten (10)  
374 calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the  
375 Attorney-Review Clause Section of this Contract, then within ten (10) calendar days after the parties agree to the terms of this Contract.  
376 If the mortgage lender requires flood insurance, then Buyer shall be responsible for obtaining such insurance on the Property. For a flood  
377 policy to be in effect immediately, there must be a loan closing. There is a (30) calendar day wait for flood policies to be in effect for  
378 cash transactions. Therefore, cash buyers are advised to make application and make advance payment for a flood policy at least thirty  
379 (30) calendar days in advance of closing if they want coverage to be in effect upon transfer of title.

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

389  
390  
391 **(G) Qualifications of Inspectors.**

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

394  
395 **17. MEGAN'S LAW STATEMENT:**

396 Under New Jersey law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders  
397 in an area. In their professional capacity, real estate licensees are not entitled to notification by the county prosecutor under Megan's Law  
398 and are unable to obtain such information for you. Upon closing, the county prosecutor may be contacted for such further information  
399 as may be disclosable to you.

400  
401 **18. MEGAN'S LAW REGISTRY:**

402 Buyer is notified that New Jersey law establishes an Internet Registry of Sex Offenders that may be accessed at [www.njsp.org](http://www.njsp.org). Neither  
403 Seller or any real estate broker or salesperson make any representation as to the accuracy of the registry.

404  
405 **19. NOTIFICATION REGARDING OFF-SITE CONDITIONS: (Applicable to all resale transactions.)**

406 Pursuant to the New Residential Construction Off-Site Conditions Disclosure Act, N.J.S.A. 46:3C-1, et. seq, the clerks of municipalities  
407 in New Jersey maintains lists of off-site conditions which may affect the value of residential properties in the vicinity of the off-site  
408 condition. Buyers may examine the lists and are encouraged to independently investigate the area surrounding this property in order  
409 to become familiar with any off-site conditions which may affect the value of the property. In cases where a property is located near the  
410 border of a municipality, buyers may wish to also examine the list maintained by the neighboring municipality.

411  
412 **20. AIR SAFETY AND ZONING NOTICE:**

413 Any person who sells or transfers a property that is in an airport safety zone as set forth in the New Jersey Air Safety and Zoning Act of  
414 1983, N.J.S.A. 6:1-80, et seq., and appearing on a municipal map used for tax purposes as well as Seller's agent, shall provide notice to  
415 a prospective buyer that the property is located in an airport safety zone prior to the signing of the contract of sale. The Air Safety and  
416 Zoning Act also requires that each municipality in an airport safety zone enact an ordinance or ordinances incorporating the standards  
417 promulgated under the Act and providing for their enforcement within the delineated areas in the municipality. Buyer acknowledges

418 receipt of the following list of airports and the municipalities that may be affected by them and that Buyer has the responsibility to  
 419 contact the municipal clerk of any affected municipality concerning any ordinance that may affect the Property.

Municipality	Airport(s)	Municipality	Airport(s)
421 Alexandria Tp.	Alexandria & Sky Manor	Manalapan Tp. (Monmouth Cty.)	Old Bridge
422 Andover Tp.	Aeroflex-Andover & Newton	Mansfield Tp.	Hackettstown
423 Bedminster Tp.	Somerset	Manville Bor.	Central Jersey Regional
424 Berkeley Tp.	Ocean County	Medford Tp.	Flying W
425 Berlin Bor.	Camden County	Middle Tp.	Cape May County
426 Blairstown Tp.	Blairstown	Millville	Millville Municipal
427 Branchburg Tp.	Somerset	Monroe Tp. (Gloucester Cty.)	Cross Keys & Southern Cross
428 Buena Bor. (Atlantic Cty.)	Vineland-Downtown	Monroe Tp. (Middlesex Cty.)	Old Bridge
429 Dennis Tp.	Woodbine Municipal	Montgomery Tp.	Princeton
430 Eagleswood Tp.	Eagles Nest	Ocean City	Ocean City
431 Ewing Tp.	Trenton-Mercer County	Old Bridge Tp.	Old Bridge
432 E. Hanover Tp.	Morristown Municipal	Oldmans Tp.	Oldmans
433 Florham Park Bor.	Morristown Municipal	Pemberton Tp.	Pemberton
434 Franklin Tp. (Gloucester Cty.)	Southern Cross & Vineland Downtown	Pequanock Tp.	Lincoln Park
435 Franklin Tp. (Hunterdon Cty.)	Sky Manor	Readington Tp.	Solberg-Hunterdon
436 Franklin Tp. (Somerset Cty.)	Central Jersey Regional	Rocky Hill Boro.	Princeton
437 Hammonton Bor.	Hammonton Municipal	Southampton Tp.	Red Lion
438 Hanover Tp.	Morristown Municipal	Springfield Tp.	Red Wing
439 Hillsborough Tp.	Central Jersey Regional	Upper Deerfield Tp.	Bucks
440 Hopewell Tp. (Mercer Cty.)	Trenton-Mercer County	Vineland City	Kroelinger & Vineland Downtown
441 Howell Tp.	Monmouth Executive	Wall Tp.	Monmouth Executive
442 Lacey Tp.	Ocean County	Wantage Tp.	Sussex
443 Lakewood Tp.	Lakewood	Robbinsville	Trenton-Robbinsville
444 Lincoln Park Bor.	Lincoln Park	West Milford Tp.	Greenwood Lake
445 Lower Tp.	Cape May County	Winslow Tp.	Camden County
446 Lumberton Tp.	Flying W & South Jersey Regional	Woodbine Bor.	Woodbine Municipal

448  
 449 The following airports are not subject to the Airport Safety and Zoning Act because they are subject to federal regulation or within the  
 450 jurisdiction of the Port of Authority of New York and New Jersey and therefore are not regulated by New Jersey: Essex County Airport,  
 451 Linden Airport, Newark Liberty Airport, Teterboro Airport, Little Ferry Seaplane Base, Atlantic City International Airport, and  
 452 Maguire Airforce Base and NAEC Lakehurst.

453 **21. BULK SALES:**

454 The New Jersey Bulk Sales Law, N.J.S.A. 54:50-38, (the "Law") applies to the sale of certain residential property. Under the Law,  
 455 Buyer may be liable for taxes owed by Seller if the Law applies and Buyer does not deliver to the Director of the New Jersey Division  
 456 of Taxation (the "Division") a copy of this Contract and a notice on a form required by the Division (the "Tax Form") at least ten  
 457 (10) business days prior to the Closing. If Buyer decides to deliver the Tax Form to the Division, Seller shall cooperate with Buyer by  
 458 promptly providing Buyer with any information that Buyer needs to complete and deliver the Tax Form in a timely manner. Buyer  
 459 promptly shall deliver to Seller a copy of any notice that Buyer receives from the Division in response to the Tax Form.  
 460

461 The Law does not apply to the sale of a simple dwelling house, or the sale or lease of a seasonal rental property, if Seller is an  
 462 individual, estate or trust, or any combination thereof, owning the simple dwelling house or seasonal rental property as joint tenants, tenants in  
 463 common or tenancy by the entirety. A simple dwelling house is a one or two family residential building, or a cooperative or condominium unit  
 464 used as a residential dwelling, none of which has any commercial property. A seasonal rental property is a time share, or a dwelling unit  
 465 that is rented for residential purposes for a term of not more than 125 consecutive days, by an owner that has a permanent residence  
 466 elsewhere.  
 467

468 If, prior to the Closing, the Division notifies Buyer to withhold an amount (the "Tax Amount") from the purchase price proceeds for  
 469 possible unpaid tax liabilities of Seller, Buyer's attorney or Buyer's title insurance company (the "Escrow Agent") shall withhold the Tax  
 470 Amount from the closing proceeds and place that amount in escrow (the "Tax Escrow"). If the Tax Amount exceeds the amount of  
 471 available closing proceeds, Seller shall bring the deficiency to the Closing and the deficiency shall be added to the Tax Escrow. If the  
 472 Division directs the Escrow Agent or Buyer to remit funds from the Tax Escrow to the Division or some other entity, the Escrow Agent  
 473 or Buyer shall do so. The Escrow Agent or Buyer shall only release the Tax Escrow, or the remaining balance thereof, to Seller (or as  
 474 otherwise directed by the Division) upon receipt of written notice from the Division that it can be released, and that no liability will be  
 475 asserted under the Law against Buyer.  
 476  
 477

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

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

478 **22. NOTICE TO BUYER CONCERNING INSURANCE:**

479 Buyer should obtain appropriate casualty and liability insurance for the Property. Buyer's mortgage lender will require that such insurance  
480 be in place at Closing. Occasionally, there are issues and delays in obtaining insurance. Be advised that a "binder" is only a temporary  
481 commitment to provide insurance coverage and is not an insurance policy. Buyer is therefore urged to contact a licensed insurance agent  
482 or broker to assist Buyer in satisfying Buyer's insurance requirements.  
483

484 **23. MAINTENANCE AND CONDITION OF PROPERTY:**

485 Seller agrees to maintain the grounds, buildings and improvements, in good condition, subject to ordinary wear and tear. The premises  
486 shall be in "broom clean" condition and free of debris as of the Closing. Seller represents that all electrical, plumbing, heating and air  
487 conditioning systems (if applicable), together with all fixtures included within the terms of the Contract now work and shall be in proper  
488 working order at the Closing. Seller further states, that to the best of Seller's knowledge, there are currently no leaks or seepage in the  
489 roof, walls or basement. Seller does not guarantee the continuing condition of the premises as set forth in this Section after the Closing.  
490

491 **24. RISK OF LOSS:**

492 The risk of loss or damage to the Property by fire or otherwise, except ordinary wear and tear, is the responsibility of Seller until  
493 the Closing.  
494

495 **25. INITIAL AND FINAL WALK-THROUGHS:**

496 In addition to the inspections set forth elsewhere in this Contract, Seller agrees to permit Buyer or Buyer's duly authorized  
497 representative to conduct an initial and a final walk-through inspection of the interior and exterior of the Property at any reasonable  
498 time before the Closing. Seller shall have all utilities in service for the inspections.  
499

500 **26. ADJUSTMENTS AT CLOSING:**

501 Seller shall pay for the preparation of the Deed, realty transfer fee, lien discharge fees, if any, and one-half of the title company charges  
502 for disbursements and attendance allowed by the Commissioner of Insurance; but all searches, title insurance premium and other  
503 conveyancing expenses are to be paid for by Buyer.  
504

505 Seller and Buyer shall make prorated adjustments at Closing for items which have been paid by Seller or are due from Seller, such as real  
506 estate taxes, water and sewer charges that could be claims against the Property, rental and security deposits, association and condominium  
507 dues, and fuel in Seller's tank. Adjustments of fuel shall be based upon physical inventory and pricing by Seller's supplier. Such determi-  
508 nation shall be conclusive.  
509

510 If Buyer is assuming Seller's mortgage loan, Buyer shall credit Seller for all monies, such as real estate taxes and insurance premiums paid  
511 in advance or on deposit with Seller's mortgage lender. Buyer shall receive a credit for monies, which Seller owes to Seller's Mortgage  
512 lender, such as current interest or a deficit in the mortgage escrow account.  
513

514 If the Property is used or enjoyed by not more than four families and the purchase price exceeds \$1,000,000, then pursuant to N.J.S.A.  
515 46:15-7.2, Buyer will be solely responsible for payment of the fee due for the transfer of the Property, which is the so-called "Mansion  
516 Tax, in the amount of one (1%) percent of the purchase price.  
517

518 Unless an exemption applies, non-resident individuals, estates, or trusts that sell or transfer real property in New Jersey are required to  
519 make an estimated gross income tax payment to the State of New Jersey on the gain from a transfer/sale of real property (the so-called  
520 "Exit Tax,") as a condition of the recording of the deed.  
521

522 If Seller is a foreign person (an individual, corporation or entity that is a non-US resident) under the Foreign Investment in Real  
523 Property Tax Act of 1980, as amended ("FIRPTA"), then with a few exceptions, a portion of the proceeds of sale may need to be  
524 withheld from Seller and paid to the Internal Revenue Service as an advance payment against Seller's tax liability.  
525

526 Seller agrees that, if applicable, Seller will (a) be solely responsible for payment of any state or federal income tax withholding amount(s)  
527 required by law to be paid by Seller (which Buyer may deduct from the purchase price and pay at the Closing); and (b) execute  
528 and deliver to Buyer at the Closing any and all forms, affidavits or certifications required under state and federal law to be filed in  
529 connection with the amount(s) withheld.  
530

531 There shall be no adjustment on any Homestead Rebate due or to become due.  
532

533 **27. FAILURE OF BUYER OR SELLER TO CLOSE:**

534 If Seller fails to close title to the Property in accordance with this Contract, Buyer then may commence any legal or equitable action  
535 to which Buyer may be entitled. If Buyer fails to close title in accordance with this Contract, Seller then may commence an action  
536 for damages it has suffered, and, in such case, the deposit monies paid on account of the purchase price shall be applied against such  
537 damages. If Buyer or Seller breach this Contract, the breaching party will nevertheless be liable to Brokers for the commissions in the



amount set forth in this Contract, as well as reasonable attorneys' fees, costs and such other damages as are determined by the Court.

**28. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT:**

By signing below, Seller and Buyer acknowledge they received the Consumer Information Statement on New Jersey Real Estate Relationships from the Brokers prior to the first showing of the Property.

**29. DECLARATION OF BROKER(S)'S BUSINESS RELATIONSHIP(S):**

(A) \_\_\_\_\_, (name of firm) and its authorized representative (s) \_\_\_\_\_  
(name(s) of licensee(s))

ARE OPERATING IN THIS TRANSACTION AS A (indicate one of the following)

SELLER'S AGENT     BUYER'S AGENT     DISCLOSED DUAL AGENT     TRANSACTION BROKER.

(B) (If more than one firm is participating, provide the following.) INFORMATION SUPPLIED BY \_\_\_\_\_ (name of other firm) HAS INDICATED THAT IT IS

OPERATING IN THIS TRANSACTION AS A (indicate one of the following)

SELLER'S AGENT     BUYER'S AGENT     TRANSACTION BROKER.

**30. BROKERS' INFORMATION AND COMMISSION:**

The commission, in accord with the previously executed listing agreement, shall be due and payable at the Closing and payment by Buyer of the purchase consideration for the Property. Seller hereby authorizes and instructs whomever is the disbursing agent to pay the full commission as set forth below to the below-mentioned Brokerage Firm(s) out of the proceeds of sale prior to the payment of any such funds to Seller. Buyer consents to the disbursing agent making said disbursements. The commission shall be paid upon the purchase price set forth in Section 2 and shall include any amounts allocated to, among other things, furniture and fixtures.

Listing Firm \_\_\_\_\_ REC License ID \_\_\_\_\_

Listing Agent \_\_\_\_\_ REC License ID \_\_\_\_\_

Address \_\_\_\_\_

Office Telephone \_\_\_\_\_ Fax \_\_\_\_\_ (Per Listing Agreement) Agent Cell Phone \_\_\_\_\_

E-mail \_\_\_\_\_ Commission due Listing Firm \_\_\_\_\_

Participating Firm \_\_\_\_\_ REC License ID \_\_\_\_\_

Participating Agent \_\_\_\_\_ REC License ID \_\_\_\_\_

Address \_\_\_\_\_

Office Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Agent Cell Phone \_\_\_\_\_

E-mail \_\_\_\_\_ Commission due Participating Firm \_\_\_\_\_

**31. EQUITABLE LIEN:**

Under New Jersey law, brokers who bring the parties together in a real estate transaction are entitled to an equitable lien in the amount of their commission. This lien attaches to the property being sold from when the contract of sale is signed until the closing and then to the funds due to seller at closing, and is not contingent upon the notice provided in this Section. As a result of this lien, the party who disburses the funds at the Closing in this transaction should not release any portion of the commission to any party other than Broker(s) and, if there is a dispute with regard to the commission to be paid, should hold the disputed amount in escrow until the dispute with Broker(s) is resolved and written authorization to release the funds is provided by Broker(s).

598 32. **DISCLOSURE THAT BUYER OR SELLER IS A REAL ESTATE LICENSEE:**  Applicable  Not Applicable  
599 A real estate licensee in New Jersey who has an interest as a buyer or seller of real property is required to disclose in the sales contract  
600 that the person is a licensee. \_\_\_\_\_ therefore discloses that he/she is licensed in New Jersey as  
601 a real estate  broker  broker-salesperson  salesperson  referral agent.

602  
603 33. **BROKERS TO RECEIVE CLOSING DISCLOSURE AND OTHER DOCUMENTS:**  
604 Buyer and Seller agree that Broker(s) involved in this transaction will be provided with the Closing Disclosure documents and any  
605 amendments to those documents in the same time and manner as the Consumer Financial Protection Bureau requires that those  
606 documents be provided to Buyer and Seller. In addition, Buyer and Seller agree that, if one or both of them hire an attorney who  
607 disapproves this Contract as provided in the Attorney-Review Clause Section, then the attorney(s) will notify the Broker(s) in writing when  
608 either this Contract is finalized or the parties decide not to proceed with the transaction.

609  
610 34. **PROFESSIONAL REFERRALS:**  
611 Seller and Buyer may request the names of attorneys, inspectors, engineers, tradespeople or other professionals from their Brokers  
612 involved in the transaction. Any names provided by Broker(s) shall not be deemed to be a recommendation or testimony of competency of  
613 the person or persons referred. Seller and Buyer shall assume full responsibility for their selection(s) and hold Brokers and/or salespersons  
614 harmless for any claim or actions resulting from the work or duties performed by these professionals.

615  
616 35. **ATTORNEY-REVIEW CLAUSE:**  
617 (1) **Study by Attorney**  
618 Buyer or Seller may choose to have an attorney study this Contract. If an attorney is consulted, the attorney must complete his or her  
619 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  
620 attorney for Buyer or Seller reviews and disapproves of the Contract.

621  
622 (2) **Counting the Time**  
623 You count the three days from the date of delivery of the signed Contract to Buyer and Seller. You do not count Saturdays, Sundays or  
624 legal holidays. Buyer and Seller may agree in writing to extend the three-day period for attorney review.

625  
626 (3) **Notice of Disapproval**  
627 If an attorney for the Buyer or Seller reviews and disapproves of this Contract, the attorney must notify the Broker(s) and the other party  
628 named in this Contract within the three-day period. Otherwise this Contract will be legally binding as written. The attorney must send  
629 the notice of disapproval to the Broker(s) by fax, email, personal delivery, or overnight mail with proof of delivery. Notice by overnight mail will be  
630 effective upon mailing. The personal delivery will be effective upon delivery to the Broker's office. The attorney may also, but need not, inform the  
631 Broker(s) of any suggested revision(s) in the Contract that would make it satisfactory.

632  
633 36. **NOTICES:**  
634 All notices shall be by certified mail, fax, email, recognized overnight courier or electronic document (except for notices under the  
635 Attorney-Review Clause Section) or by delivering it personally. The certified letter, e-mail, reputable overnight carrier, fax or electronic  
636 document will be effective upon sending. Notices to Seller and Buyer shall be addressed to the addresses in Section 1, unless otherwise  
637 specified in writing by the respective party.

638  
639 37. **NO ASSIGNMENT:**  
640 This Contract shall not be assigned without the written consent of Seller. This means that Buyer may not transfer to anyone else Buyer's  
641 rights under this Contract to purchase the Property.

642  
643 38. **ELECTRONIC SIGNATURES AND DOCUMENTS:**  
644 Buyer and Seller agree that the New Jersey Uniform Electronic Transaction Act, N.J.S.A. 12A:12-1 to 26, applies to this transaction,  
645 including but not limited to the parties and their representatives having the right to use electronic signatures and electronic documents that  
646 are created, generated, sent, communicated, received or stored in connection with this transaction. Since Section 11 of the Act provides  
647 that acknowledging an electronic signature is not necessary for the signature of such a person where all other information required to  
648 be included is attached to or logically associated with the signature or record, such electronic signatures, including but not limited to an  
649 electronic signature of one of the parties to this Contract, do not have to be witnessed.

650  
651 39. **CORPORATE RESOLUTIONS:**  
652 If Buyer or Seller is a corporate or other entity, the person signing below on behalf of the entity represents that all required corporate  
653 resolutions have been duly approved and the person has the authority to sign on behalf of the entity.

654  
655 40. **ENTIRE AGREEMENT; PARTIES LIABLE:**  
656 This Contract contains the entire agreement of the parties. No representations have been made by any of the parties, the Broker(s) or its  
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salespersons, except as set forth in this Contract. This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities and only may be amended by an agreement in writing signed by Buyer and Seller.

**41. APPLICABLE LAWS:**

This Contract shall be governed by and construed in accordance with the laws of the State of New Jersey and any lawsuit relating to this Contract or the underlying transaction shall be venued in the State of New Jersey.

**42. ADDENDA:**

The following additional terms are included in the attached addenda or riders and incorporated into this Contract (check if applicable):

- |  |  |
|--|--|
| <input type="checkbox"/> Buyer's Property Sale Contingency             | <input type="checkbox"/> Private Well Testing                    |
| <input type="checkbox"/> Condominium/Homeowner's Associations          | <input type="checkbox"/> Properties With Three (3) or More Units |
| <input type="checkbox"/> Coronavirus                                   | <input type="checkbox"/> Seller Concession                       |
| <input type="checkbox"/> FHA/VA Loans                                  | <input type="checkbox"/> Short Sale                              |
| <input type="checkbox"/> Lead Based Paint Disclosure (Pre-1978)        | <input type="checkbox"/> Solar Panel                             |
| <input type="checkbox"/> New Construction                              | <input type="checkbox"/> Swimming Pools                          |
| <input type="checkbox"/> Private Sewage Disposal (Other than Cesspool) | <input type="checkbox"/> Underground Fuel Tank(s)                |

**43. ADDITIONAL CONTRACTUAL PROVISIONS:**

**WITNESS:**

_____	_____	_____
	BUYER	Date
_____	_____	_____
	BUYER	Date
_____	_____	_____
	BUYER	Date
_____	_____	_____
	BUYER	Date
_____	_____	_____
	SELLER	Date
_____	_____	_____
	SELLER	Date
_____	_____	_____
	SELLER	Date
_____	_____	_____
	SELLER	Date



# WIRE FRAUD NOTICE

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**PROTECT YOURSELF FROM BECOMING A VICTIM OF WIRE FRAUD.** Wire fraud has become very common. It typically involves a criminal hacker sending fraudulent wire transfer instructions in an email to an unsuspecting buyer/tenant or seller/landlord in a real estate transaction that appears as though it is from a trusted source, such as the victim's broker, attorney, appraiser, home inspector or title agent. The email may look exactly like other emails that the victim received in the past from such individuals, including having the same or a similar email address, accurate loan and other financial information, and the logo of one of those individuals. If the hacker is successful, the victim will follow the bogus instructions to wire money, such as deposit money or payment of an invoice, to the hacker's account. Once this money has been wired, it may not be possible to recover it.

We strongly recommend that, **before** you wire funds to any party, including your own attorney, real estate broker or title agent, you **personally call** them to confirm the account number and other wire instructions. You only should call them at a number that you have obtained on your own (e.g., from the sales contract, their website, etc.) and should **not** use any phone number that is in any email - **even if the email appears to be from someone you know.**

If you have any reason to believe that your money was sent to a hacker, you must immediately contact your bank and your local office of the Federal Bureau of Investigation, who can work with other agencies to try to recover your money, to advise them where and when the money was sent. You also should promptly file a complaint with the Internet Crime Center at [bec.ic3.gov](http://bec.ic3.gov).

Finally, since much of the information included in such fraudulent emails is obtained from email accounts that are not secure, we strongly recommend that you not provide any sensitive personal or financial information in an email or an attachment to an email. Whenever possible, such information, including Social Security numbers, bank account and credit card numbers and wiring instructions, should be sent by more secure means, such as by hand delivery, over the phone, or through secure mail or overnight services.

**By signing below, you indicate that you have read and understand the contents of this Notice:**

Seller/Landlord: \_\_\_\_\_

Date: \_\_\_\_\_

Seller/Landlord: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer/Tenant: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer/Tenant: \_\_\_\_\_

Date: \_\_\_\_\_





