

**THIS CONTRACT FORM HAS BEEN APPROVED BY THE ROCKLAND COUNTY BAR ASSOCIATION AND THE ROCKLAND COUNTY BOARD OF REALTORS.**

ATTORNEY APPROVAL: This Contract is contingent upon PURCHASER and SELLER obtaining approval of this Contract by their respective attorneys as to all matters contained herein. This contingency shall be deemed waived unless PURCHASER'S or SELLER'S attorney on behalf of their client notifies the other party or that party's attorney in writing by facsimile or certified mail of their disapproval of this Contract, no later than five (5) business days after this Contract has been signed by both SELLER and PURCHASER. If PURCHASER'S or SELLER'S attorney provides such notification, then this Contract shall be deemed cancelled, null and void, and all deposits or Down payment shall be returned in full to PURCHASER. In the event the premises herein consist of a condominium unit or is part of a homeowners association (PUD) the review period provided for herein shall be eight (8) business days. IT IS ESSENTIAL THAT YOU CONSULT YOUR ATTORNEY WITHIN THE REVIEW PERIOD.

## **Contract of Sale**

WARNING: NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW "PLAIN ENGLISH."

**NOTE: FIRE AND CASUALTY LOSSES:** This Contract form does not provide for what happens in the event of fire or casualty loss before the title CLOSING. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a PURCHASER responsible for fire and casualty loss upon taking of title to or possession of the PREMISES.

*Date:* CONTRACT OF SALE made as of the     day of     , 200  
*Parties:*            BETWEEN:

Address:  
hereinafter after called "SELLER", who agrees to sell, and

Address:  
hereinafter called "PURCHASER", who agrees to buy:

*Premises:*        The property, including all buildings and improvements thereon (the "PREMISES"), more fully described on a separate page marked "Schedule A" and the personal property, if any, set forth on "Schedule B" and also known as:

Street Address:  
Tax Map Designation: Section , Block , Lot ,  
Village of

<i>Purchase Price:</i>	1.	(a)	The Purchase Price is	\$
		(b)	Payable as follows:	
		(c)	On the signing of this Contract, by check subject to collection	\$
		(d)	BALANCE AT CLOSING	\$

*Escrow of*

*Downpayment:* 2.(a) The down payment herein shall be held in escrow by SELLER'S attorney (the "escrow agent") in an IOLA account at \_\_\_\_\_, \_\_\_\_\_ until CLOSING, or until this Contract is otherwise rendered null and void pursuant to its terms; and thereafter shall be disbursed to SELLER or PURCHASER, as the case may be. In the event of a dispute as to whom is entitled to such sum, the Escrow Agent may (i) continue to retain such sum in escrow or; (ii) in the event no litigation is instituted within twenty (20) days of delivery of a notice of default, transmit same to SELLER; or (iii) deposit such sum in the Court of pending litigation; and, in any event, the Escrow Agent

shall only be liable for his own gross negligence in the discharge of his duties as Escrow Agent.

(b) The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the Escrow Agent shall not be deemed to be the agent of either of the parties, and that the Escrow Agent shall not be liable to either of the parties for any act or omission on its part unless taken or suffered in bad faith, in willful disregard of this Contract or involving gross negligence. SELLER and PURCHASER shall jointly and severally indemnify and hold the Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorneys' fees, incurred in connection with the performance of the Escrow Agent's duties hereunder, except with respect to actions or omissions taken or suffered by the Escrow Agent in bad faith, in willful disregard of this Contract or involving gross negligence on the part of the Escrow Agent. The Escrow Agent shall have no duty to invest any of the funds deposited with it hereunder and shall not be responsible for any action or failure to act, unless said action or failure demonstrates bad faith.

(c) In the event that the down payment check given by PURCHASER pursuant to the terms and conditions of this Contract is returned for "Insufficient Funds" or not honored by any bank for any reason whatsoever, PURCHASER shall be deemed to be in default of this Contract and PURCHASER shall be responsible to pay to SELLER as and for liquidated damages, a sum equal to the amount of said down payment, unless PURCHASER delivers a bank or certified check for said amount to SELLER's attorney within three (3) days of said dishonor, plus the cost of bank charges incurred as a result of the check being dishonored.

*Defaults by Purchaser:*

3. In the event PURCHASER fails to make any payments due under this Contract, fails or refuses to sign any documents required to close title, refuses to pay any costs required by this Contract or fails to keep any promises made by PURCHASER pursuant to this Contract, SELLER shall provide written notice of PURCHASER's failure (also known as a default). If PURCHASER fails to correct said default within fifteen (15) days after receipt of notice from SELLER, SELLER may terminate this Contract, and retain the down payment made hereunder. The amount retained by SELLER shall be considered "liquidated damages" based upon an understanding between the parties hereto that SELLER will have suffered damages due to the withdrawal of the PREMISES from sale to the general public. The damages suffered by SELLER as a result will be substantial, but incapable of determination with mathematical precision. It is, therefore, agreed by the parties that the amount retained by SELLER is not a penalty, but rather a mutually beneficial estimate of damages suffered by SELLER.

*Defaults by Seller:*

4. If SELLER wilfully defaults hereunder, PURCHASER shall have such remedies as PURCHASER is entitled to at law or in equity, including, but not limited to, specific performance.

*Acceptable Funds:*

5. All money payable under this Contract, unless otherwise specified, shall be either:

- (a) Cash, or personal check, but not over one thousand (\$1,000.00) Dollars;
- (b) Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER;
- (c) As otherwise agreed to or requested within five (5) days of CLOSING in writing by SELLER or SELLER's attorney.

*Subject to Provisions:*

6. Said PREMISES are sold and conveyed subject to the following:

- (a) Any state of facts an accurate survey or physical inspection may show, provided same does not render title uninsurable at normal rates;
- (b) Covenants, restrictions, easements, reservations, consents and Contracts of record, if any, provided same are not violated by the existing dwelling structure and present use thereof;

(c) Rights of record, if any, acquired by any utility company to maintain and operate lines, wires, cables, poles and distribution boxes, in, over and upon the PREMISES;

(d) Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided they are not violated by the buildings and improvements erected on the PREMISES.

*Title Company*

*Approval:* 7. SELLER shall give and PURCHASER shall accept such title as any title underwriter, or any agent in good standing with its underwriter, will be willing to approve and insure in accordance with the standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this Contract.

*Closing Defined and*

*Form of Deed:* 8. "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this Contract, including the payment of the balance of the purchase price to SELLER, and the delivery to PURCHASER of a Bargain & Sale Deed with Covenants Against Grantor's Acts in proper statutory form for recording so as to transfer to PURCHASER full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by SELLER as required by Section 13 of the Lien Law.

*Corporate Seller:*

9. If SELLER is a corporation, SELLER shall provide to PURCHASER at the time of CLOSING (a) a resolution of its Board of Directors authorizing the sale and delivery of the Deed; (b) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law; and (c) any and all further documents reasonable required to show that the corporation is authorized to sell and deliver the deed pursuant to Law. The Deed in such case shall contain a recital sufficient to establish compliance with that Section.

*Closing Date and Place:*

10. CLOSING will take place at the office designated by PURCHASER's lender; or office of Seller's attorney; or other.

On or before , 200 or on \_\_\_\_\_, at the election of the Seller. However, if closing is to occur on or before \_\_\_\_\_, then Seller will advise the Purchaser of the closing date not less than forty-five (45) days in advance of the closing date.

It is understood by and between the parties that CLOSING of the within title shall take place within the confines of Rockland County and PURCHASER represents that PURCHASER will make application to a lending institution which closes the mortgage loan within the County of Rockland; failing which, PURCHASER shall pay to SELLER, at CLOSING, the additional sum of \$250.00, to compensate SELLER for their additional legal fees.

*Possession:* 11. (a) In the absence of a written Contract to the contrary, possession of the PREMISES shall be delivered at CLOSING, vacant and broom clean, except as to articles of personal property passing to PURCHASER under the terms of this Contract.

(b) In the event a CLOSING date is set and, due to PURCHASER's default, CLOSING fails to take place, PURCHASER shall pay to SELLER per them CLOSING adjustments from the said scheduled date to the date of actual CLOSING together with an additional sum of Two Hundred Fifty (\$250.00) Dollars.

*Broker:* 12. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale other than and SELLER agrees to pay the broker the commission earned thereby (pursuant to separate Contract).

*Streets and Assignment of Unpaid Awards:*

13. This sale includes all of SELLER's ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver

at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

*Seller's Representations:*

14. SELLER makes the following warranties and representations:

(a) The street address of the PREMISES is:

(b) The approximate area of the parcel of land conveyed hereunder is:\_\_\_\_\_;

(c) The current real estate taxes for the PREMISES total approximately \$\_\_\_\_\_, and SELLER (does not have/has) a veterans exemption;

(d) To SELLER's best knowledge, there are no assessments of any type affecting the subject PREMISES;

(e) SELLER is not a "foreign person," as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA").

*Mortgage Contingency:*

15.(a) PURCHASER's obligation under this Contract is subject to, and contingent upon, the PURCHASER obtaining, at PURCHASER's own cost and expense, a mortgage commitment in the sum of \$ \_\_\_\_\_, repayable over a period of thirty (30) years with interest at the prevailing rate per annum, as shall be then charged by such lending institution, registered mortgage broker or licensed mortgage banker, plus any applicable "points", discount charges or loan origination fees. PURCHASER warrants and represents that PURCHASER will, diligently and in good faith, apply for said mortgage no later than seven (7) business days after the end of the review period, and as the same may be extended by the parties or their attorneys, and will promptly furnish all reports, documents, verifications and/or fees required in connection therewith. PURCHASER agrees to promptly send to SELLER's attorney a copy of any bank letter received by PURCHASER granting or declining the mortgage commitment. In the event PURCHASER does not obtain said mortgage commitment by \_\_\_\_\_ after the exercise of good faith, then this Contract shall be deemed null and void at the option of either party to this Contract, communicated to the other party, or to the other party's attorney, in writing, via the United States Postal System; and SELLER's sole liability thereunder shall be the return of all monies paid pursuant to this Contract. If, however, prior to actual denial of PURCHASER's mortgage application, PURCHASER elects to cancel this Contract pursuant to the provisions of this Paragraph; SELLER may, by notice to PURCHASER's attorney given within three (3) days thereafter, unilaterally extend the time, for an additional period of not more than thirty (30) days, for PURCHASER to obtain the said mortgage commitment; during which period of time, PURCHASER shall continue to diligently pursue PURCHASER's efforts to obtain such mortgage commitment.

(b) A commitment requiring PURCHASER to sell any property, or to discharge any debt, as a condition precedent to CLOSING of the mortgage loan, shall be deemed to be a "mortgage commitment" which shall satisfy the contingent aspect of this Paragraph; however, a Commitment Letter which is subject to an appraisal of the PREMISES, or a credit report of PURCHASER, or a P.M.I. application, and/or verification of PURCHASER's income shall not be deemed a commitment for purposes of this Paragraph.

(c) If PURCHASER is unable to obtain a commitment for such mortgage, SELLER's attorney shall, upon request, have the right to see copies of the application filed by PURCHASER with the proposed mortgagee. If requested, PURCHASER will request, in writing, that the proposed mortgagee send a copy of the application to SELLER's attorney.

(d) In the event that PURCHASER receives a commitment for a new first mortgage for a sum less than the amount applied for, SELLER may reduce the Purchase Price by the amount of the difference between the mortgage applied for and the mortgage obtained and PURCHASER shall not have the right to declare this Contract null and void, if such modification is acceptable to PURCHASER's mortgage lender.

*Mortgagee's Certificate or Letter as to Existing Mortgage(s):*

16. If the PREMISES are encumbered by an existing mortgage(s) SELLER agrees to deliver to PURCHASER at CLOSING a duly executed Satisfaction of such mortgage(s) in proper recordable form for such mortgage(s) together with the underlying note(s) and mortgage(s). SELLER shall pay the fees for recording such Satisfaction of mortgage(s). If the holder of a mortgage is a bank or other institution as defined in Section 274-s, Real Property Law, SELLER may, instead of the satisfaction, furnish an unqualified letter signed by the holder of such existing mortgage(s) dated not more than thirty (30) days before CLOSING certifying the amount of the unpaid principal and interest and the per them interest rate.

*Compliance with State and Municipal Department Violations and Orders:*

17.(a) SELLER will comply with all notes or notices of violations of law, municipal ordinances, order or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date of CLOSING. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.

(b) Violations that may be required to be removed by SELLER shall not constitute objections to title, provided SELLER at CLOSING, deposits with SELLER's attorneys, in escrow, a sum reasonably sufficient to remedy and cure said violations within ninety (90) days from the date of CLOSING and submits proof of the discharge of said violations of record to PURCHASER or their attorneys within one hundred twenty (120) days from the date of CLOSING, provided same is acceptable to the lending institution, if this Contract is conditioned upon the procurement of a mortgage. A sum reasonably sufficient shall be that sum agreed upon by the attorney for PURCHASER and the attorney for SELLER; and, if said attorneys cannot so agree, then both attorneys shall choose an independent Contractor whose decision as to said amount to be held in escrow shall be deemed final and binding on all parties.

(c) If the PREMISES are located within a jurisdiction which requires personal inspection of the PREMISES, SELLER will reasonably cooperate in obtaining the Certificate of Occupancy and Violation Searches.

*Violations of Record:*

18. If the cost of the removal of violations required to be removed by SELLER pursuant to the provisions of this Contract shall be in excess of Two Thousand Five Hundred (\$2,500.00) Dollars, SELLER is hereby granted an option to withdraw from this Contract, in which event, SELLER shall refund to PURCHASER the monies paid on the execution hereof, whereupon this Contract shall become null and void without further liability from either party to the other, unless PURCHASER shall agree to take title subject to said violations and assume the performance thereof and receive an abatement in reduction of the Purchase Price in the sum of Two Thousand Five Hundred (\$2,500.00) Dollars. The options herein granted shall be exercised by notice in writing by either party, or their attorneys, on or before the time fixed for CLOSING, by certified mail, return receipt requested.

*Conditions of Closing:*

19. SELLER shall deliver, prior to CLOSING, to PURCHASER a valid and subsisting Certificate of Occupancy or other required certificate of compliance, or evidence that none was required, covering the building(s) and all of the other improvements located on the property authorizing their use as a one two (*check one*) family dwelling at the date of CLOSING.

*Installment Assessments:*

20. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this Contract all the unpaid installments shall be considered due and are to be paid by SELLER at CLOSING, unless the assessment is part of the State, County, Town taxes and/or Village taxes (if applicable) in which event same shall be adjusted in accordance with Paragraph 21 herein.

*Apportionments:*

21.(a) The following are to be apportioned as of Midnight of the date before CLOSING: Taxes, water charges and sewer rents, fuel, if any, and municipal solid waste fees, if any.

(b) Tax adjustments shall be made in accordance with the following procedure (the Rockland County Bar Association Resolution):

- (1) State, County and Town Taxes shall be adjusted for the tax year from January 1<sup>st</sup> through December 31<sup>st</sup>
- (2) School Taxes shall be adjusted for the tax year from September 1<sup>st</sup> through August 31<sup>st</sup>
- (3) Village Taxes shall be adjusted for the tax year from June 1<sup>st</sup> through May 31<sup>st</sup> (unless the subject Village utilizes a different tax year, in which case such tax year shall be the basis for adjustment);
- (4) The taxes shall be computed on a 365 days basis; and
- (5) PURCHASER shall pay the tax for the day upon which the adjustment is made.

(c) If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation.

(d) Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING, but in no event shall survival exceed 60 days from the actual date of CLOSING.

*Water Meter Readings:*

22. If there are water meter(s) and other utilities meters on the PREMISES, SELLER shall furnish a reading for each meter to a date not more than Five (5) days before CLOSING date and the unfixed utility meter charges if any, shall be apportioned on the basis of such last reading.

*Allowance for Unpaid Taxes, etc.:*

23. SELLER has the option to credit PURCHASER as an adjustment of Unpaid Taxes, etc., the Purchase Price with the amount of any unpaid taxes, assessments or utility charges, together with any interest and penalties thereon, to a date not less than three (3) business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.

*Use of Purchase Price to Pay Seller Obligations:*

24. If there is anything else affecting the sale of which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative, SELLER may deposit money with the Title Insurance Company employed by PURCHASER and required by it to assure its discharge; but only if the Title Insurance Company will insure PURCHASER's title clear of the matter or insure against its enforcement out of the PREMISES, and if acceptable to the mortgage lender. Upon request, made within a reasonable time before CLOSING, PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

*Affidavit as to Judgments, Bankruptcies, Etc.:*

25. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a detailed affidavit satisfactory to the Title Insurance Company insuring PURCHASER at CLOSING showing that they are not against SELLER. SELLER's representations herein shall survive CLOSING.

*Deed Transfer and Recording Taxes:*

26. At CLOSING, SELLER shall deliver a check or other acceptable funds payable to the order of the Rockland County Clerk, or to the Title Company, in the amount of any applicable transfer tax payable by reason of the recording of the Deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the Title Insurance Company representative at CLOSING.

*Purchaser's Lien:*

27. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection

charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of this Contract by PURCHASER (the term default being herein defined in Paragraph 3 above).

*Seller's Inability to Convey; Limitation of Liability:*

28. If SELLER is unable to transfer title to PURCHASER in accordance with this Contract, SELLER's sole liability shall be to refund all money paid on account of this Contract, plus all charges incurred for: (i) examining the title; (ii) any appropriate additional searches made in accordance with this Contract; and (iii) survey and survey inspection charges; (iv) prepaid, nonrefundable lender's fees, not to exceed 1% of the mortgage amount; (v) credit check and appraisal fees in the actual amounts incurred; and (vi) engineer's inspection fees, not to exceed Five Hundred (\$500.00) Dollars. Upon such refund and payment, this Contract shall be considered cancelled, and neither SELLER or PURCHASER shall have any further rights against the other party.

*Condition of premises:*

29. The PREMISES are sold in an "AS IS" physical condition and SELLER makes no representations other than that the roof is free of leaks, and the plumbing, heating and electrical systems, appliances, air-conditioning systems, if applicable, septic system, if applicable, and items of personal property to be conveyed to PURCHASER under this Contract, now in said dwelling, are in working order and will be in such condition at the time of transfer of possession to PURCHASER, normal wear and tear excepted. This paragraph shall not be construed as a warranty surviving transfer of possession. The limit of SELLER's liability for non-working appliances, however, shall be the market value of such appliances in their condition as of the date hereof.

*Lead Paint Inspection and Risk Assessment Contingency:*

30. This provision shall not apply to any residential dwelling (including any cooperative apartment or condominium unit) where a building permit was obtained after January 1, 1978 or, where no permit was obtained, where construction actually started after January 1, 1978.

The parties acknowledge that all disclosures required pursuant to 42 U.S.C. 4852d (Residential Lead-Based Paint Hazard Reduction Act of 1992) and 24 CFP Part 35 and 40 CFP Part 745 (Requirements for Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards in Housing) have been made and that Purchaser has been provided with the pamphlet *Protect Your Family from Lead in Your Home*. **Attached to this contract and made a part hereof is the form entitled, *Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards*.** This form has been completed, initialed and executed by the parties and their agents, if any.

This provision shall not apply in the event that Purchaser has waived the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint and/or lead-based paint hazards and has further affirmed that waiver by completing and initialing the Purchaser's Acknowledgment portion, section e, of the aforementioned form *Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards* attached to this contract and made a part hereof.

Unless same shall have been waived by Purchaser, this contract is further contingent upon Purchaser obtaining, at Purchaser's sole cost and expense, a risk assessment or inspection of the premises for the presence of lead-based paint and/or lead-based paint hazards on or before the expiration of ten (10) days from the date of this contract. In the event that Purchaser determines that there is/are lead-based paint and/or lead paint hazards on the premises, Purchaser shall, within three (3) business days, (a) notify Seller's attorneys in writing of any specific existing deficiencies and corrections needed; and (b) simultaneously furnish Seller's attorney with a copy of the inspection and/or risk assessment report. Upon receipt of such notice and report by Seller's attorney, Seller shall have three (3) business days to notify Purchaser whether Seller elects, at Seller's sole option, to correct such deficiencies and/or conditions prior to closing and further to furnish Purchaser, before or at closing, with certification from Seller's inspector or risk assessor that the deficiencies and/or conditions have been remedied. In the event Seller elects not to correct such deficiencies and/or conditions, Purchaser shall have three (3) additional business days to notice Seller's attorneys in writing that Purchaser either (1) waives this contingency and agrees to accept the premises "as is"; or (2) cancels this Contract of Sale. In the event of such cancellation, Seller's attorneys shall forthwith, subject to the clearance of Purchaser's down payment check, return the down payment to Purchaser's attorney, made payable to Purchaser, whereupon this contract shall be deemed canceled and neither party shall have any further rights or claims against, or

obligations or liabilities to, the other by reason of this contract. In the event that Purchaser does not cancel this Contract, as provided for herein, then, and in such event, this Contract shall be deemed to be in full force and effect with no responsibility on the part of Seller to correct the deficiencies and/or conditions originally required by Purchaser and Purchaser shall have no further claim against Seller for such deficiencies and/or conditions.

*Maintenance:*

31. It shall be the obligation of SELLER to maintain the PREMISES, both interior and exterior, present condition, except as may be otherwise set forth herein, until the transfer of possession of the PREMISES.

*Inspection:*

32. PURCHASER shall have access to the PREMISES within forty-eight (48) hours prior to CLOSING or taking possession, with all utilities in service, in order to ascertain the condition of the PREMISES with regard to Paragraphs, "11a", "29" and "31" herein.

*Notices:*

33. All notices required pursuant to this Contract shall be in writing and forwarded to the other party's attorney at the office address of such party's attorney (except for paragraph "15(a)") via the United States Postal Service, certified mail, return receipt requested; and such notice shall be deemed given on the third business day following mailing of such notice. Alternatively, a notice may be delivered by an overnight delivery service, or by facsimile, but in any case, such notice shall be deemed made upon the date such notice is actually received by the attorney. However, a notice of default or cancellation shall only be made by certified mail, return receipt requested.

*Closing Funds:*

34. PURCHASER does hereby personally guarantee all funds that shall be submitted by PURCHASER, or on their behalf, to SELLER at the time of CLOSING as and for the balance of the Purchase Price; it being understood that this personal guaranty shall survive the delivery of the Deed.

*Headings:*

35. The paragraph headings are for convenience only and have no legal significance.

*Assignment:*

36. This Contract may not be assigned or transferred by PURCHASER without the prior express written permission of SELLER.

*House Inspection:*

37. (a) In the event PURCHASER shall seek to have conducted a home and/or termite inspection, same should be accomplished on or before \_\_\_\_\_ and SELLER's attorneys shall be notified in writing or by facsimile transmission within three (3) business days thereafter if there are any objectionable conditions which PURCHASER request to be corrected. Upon receipt of such notice by SELLER's attorneys, SELLER shall have three (3) business days to notify PURCHASER whether SELLER agrees to make such repairs or refuses to do the requested repairs. In the event SELLER refuses to make such repairs, PURCHASER shall have three (3) additional business days to notify SELLER's attorney that PURCHASER elects to cancel this Contract of Sale. In the event of such cancellation, SELLER's attorneys shall forthwith, subject to clearance of PURCHASER's down payment check, return the down payment to PURCHASER's attorney, made payable to PURCHASER. In the event that PURCHASER does not cancel this Contract, as provided in this Paragraph, then, and in that event, this Contract shall be deemed to be in full force and effect with no responsibility on the part of SELLER to make the repairs originally requested by PURCHASER.

(b) In the event PURCHASER obtains a written home inspection report, a copy thereof shall be delivered to the attorneys for SELLER within five (5) business days of receipt thereof by PURCHASER.

*Deed Description:*

38. SELLER shall, at CLOSING, include in the Deed of Conveyance such description of the PREMISES as may be required by the lending institution, or the Title Insurance Company insuring the conveyance of title. In the event such description is based upon a new survey, such survey shall also be certified or guaranteed to SELLER.

*Changes Must be in Writing:*



39. This Contract may not be changed or cancelled, except in writing, and signed by the parties or their attorneys.

*Contract Binding:*

40. This Contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and permitted assigns of the respective parties.

*Singular also Means Plural:*

41. Any singular word or term herein shall also be read as in the plural and vice versa, whenever the sense of this Contract may require it.

*Conflicts:*

42. This Contract constitutes the entire Contract between the parties and shall not be modified or altered by any Contracts, warranties or representations, whether expressed or implied, unless set forth in writing and executed by all of the parties hereto or their respective attorneys.

*Home Warranty:*

43. Home Warranty shall be paid for by SELLER at closing.

*Attorney Authorization:*

44. EACH OF THE PARTIES HEREBY AUTHORIZE THEIR ATTORNEYS TO AGREE IN WRITING TO ANY CHANGES IN DATE AND TIME PERIODS PROVIDED FOR IN THIS CONTRACT.

SELLER	SOCIAL SECURITY NUMBER
SELLER	SOCIAL SECURITY NUMBER
PURCHASER	SOCIAL SECURITY NUMBER
PURCHASER	SOCIAL SECURITY NUMBER

Dated:

Dated:

**SCHEDULE "B"**  
**PERSONAL PROPERTY RIDER**

*Personal Property:* (a) The sale also includes all fixtures and articles of personal property attached to or used in connection with the PREMISES, unless specifically excluded below. SELLER states that they are paid for and owned by SELLER free and clear of any lien other than the EXISTING MORTGAGE(S). They include but are not limited to: (check the boxes as needed)

- |                        |                            |
|------------------------|----------------------------|
| PLUMBING FIXTURES      | MANTELS                    |
| LIGHTING FIXTURES      |                            |
| KITCHEN CABINETS       |                            |
| DOOR MIRRORS           | STORM WINDOWS              |
| SHADES                 | STORM DOORS                |
| AWNINGS                | WEATHER VANE(S)            |
| WINDOW BOXES           | PUMPS                      |
| MAILBOX(ES)            | FENCING                    |
| FLAGPOLES              | TOOL SHED(S)               |
| SHRUBBERY              | WASHING MACHINE(S)         |
| OUTDOOR STATUARY       | GARBAGE DISPOSAL UNIT(S)   |
| DISHWASHER(S)          | REFRIGERATOR(S)            |
| CLOTHES DRYER(S)       | GARAGE DOOR OPENER(S)      |
| RANGE(S)               | AIR CONDITIONING EQUIPMENT |
| FREEZER(S)             | AND INSTALLATIONS          |
| WALL TO WALL CARPETING |                            |
| WINDOW TREATMENTS      |                            |
| HEATING FIXTURES       |                            |
| BATHROOM CABINETS      |                            |

(b) Excluded from this sale are

FURNITURE

DINING ROOM FIXTURE  
HOUSEHOLD FURNISHINGS

(c) The personal property to be conveyed pursuant to this Contract shall only be to the extent that said personal property presently exists upon the PREMISES, and shall be deemed transferred to and conveyed to PURCHASER under the Deed of Conveyance to be delivered; but it is understood and agreed that no part of the purchase price shall be deemed to have been paid the PURCHASER for same and that the property transferred hereunder shall be deemed to have been transferred without consideration.

(d) If, however, it is determined that, notwithstanding the foregoing Paragraph, there is a sales tax due for the transfer of any of the items noted in this Contract, PURCHASER shall hold harmless and indemnify SELLER for any sales tax liability. This Paragraph shall survive CLOSING.

_____ Seller	_____ Date	_____ Purchaser	_____ Date
_____ Seller	_____ Date	_____ Purchaser	_____ Date
_____ Seller	_____ Date	_____ Purchaser	_____ Date
_____ Seller	_____ Date	_____ Purchaser	_____ Date

**ACKNOWLEDGMENT IN NEW YORK STATE (RPL § 309-a)**

State of New York, County of \_\_\_\_\_ ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

\_\_\_\_\_  
*(signature and office of individual taking acknowledgment)*

**ACKNOWLEDGMENT OUTSIDE NEW YORK STATE (RPL § 309-b)**

State of New York, County of \_\_\_\_\_ ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in BRONX

*(insert city or political subdivision and state or county or other place acknowledgment taken)*

\_\_\_\_\_  
*(signature and office of individual taking acknowledgment)*

**ACKNOWLEDGMENT BY SUBSCRIBING WITNESS(ES)**

State of New York, County of \_\_\_\_\_ ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_ the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in *(if the place or residence is in a city, include the street and street number, if any, thereof);*

that he/she/they know(s) to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was (were) present and saw said \_\_\_\_\_ execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness(es) thereto.

*( if taken outside New York State insert city or political subdivision and state or country or other place acknowledgment taken)* And that said subscribing witness(es) made such appearance before the undersigned in BRONX

\_\_\_\_\_  
*(signature and office of individual taking acknowledgment)*