



**JEFFERSON-LEWIS BOARD OF REALTORS®, INC.  
PLAIN LANGUAGE CONTRACT TO PURCHASE**



THIS IS A CONTRACT FOR THE PURCHASE AND SALE OF REAL ESTATE. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY.

1. **OFFER TO PURCHASE:** I (we) offer to purchase the following described property situated in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, State of New York. Known as Tax Parcel # \_\_\_\_\_ Tax Parcel # \_\_\_\_\_
  
2. **PROPERTY DESCRIPTION:** Address (including zip code): \_\_\_\_\_ Approximate Lot Size: \_\_\_\_\_ MLS # \_\_\_\_\_ MLS # \_\_\_\_\_ Description of Improvement to Real Property (Buildings): \_\_\_\_\_
  
3. **OTHER ITEMS INCLUDED IN PURCHASE:** The following items, now in or on the property and in their present condition are included in this Purchase and Sale: **CROSS OFF THOSE THAT DO NOT APPLY:** All permanent heating, plumbing, lighting fixtures, flowers, shrubs, trees, window shades and blinds, curtains, rods, storm windows, storm doors, screens, awnings, tv antennas, sump pumps, fences, wall-to-wall carpeting, exhaust fans, hoods, garbage disposal, electric garage opener, built-in cabinets, built-in mirrors, range, ovens, refrigerator, freezer, dishwasher, washing machine, dryer, water softener, UV light, shelving, air conditioning (except window units), and wood stove(s). Other items to be included: \_\_\_\_\_  
**SELLER represents all plumbing, heating/air conditioning, electrical systems, appliances, smoke detector and carbon monoxide detector to be in working order at the time of closing. Entire property will be delivered in broom clean condition with all trash and debris removed. Brokers and Brokers agents will not be held liable for any debris left behind.**
  
4. **PURCHASE PRICE:** I agree to pay the sum of \$ \_\_\_\_\_ to be paid as follows:  
**A) SELLERS CONCESSION:** SELLER agrees to concessions up to but not to exceed \$ \_\_\_\_\_ of BUYER's points, pre-paid items, tax prorations, and closing costs.  
**B) DEPOSIT:** \$ \_\_\_\_\_ deposited in the form of \_\_\_\_\_ with \_\_\_\_\_ Bank the escrow agent to be held in escrow at \_\_\_\_\_ until the sale is completed, at which time it shall become part of the purchase price. An additional deposit of \$ \_\_\_\_\_ shall be made in cash or check upon acceptance of this offer by seller, as a deposit on account. Conditions as noted above apply to this deposit. If the offer is not accepted then the deposit will be returned to the BUYER. If it is accepted and if either party does not fulfill his/her terms of the contract, deposit is forfeited and given to the non-defaulting party upon escrow release signed by the parties. The escrow release does not affect the defaulting party's liabilities for damages.  
**C) BALANCE:** The balance of the purchase price will be paid at closing in **CASH or CERTIFIED CHECK** subject to the following if applicable.
  
5. **TIME LIMIT OF OFFER:** This offer shall remain in force until \_\_\_\_\_ o'clock (a.m. / p.m.) On \_\_\_\_\_, 20\_\_\_\_, and if not accepted in writing by that time, it shall be void and the sum deposited shall be returned to BUYER without interest.
  
6. **CONTINGENCY** A) This offer is subject to my obtaining a \_\_\_\_\_ mortgage loan in the amount of \$ \_\_\_\_\_. I will apply for this loan by \_\_\_\_\_, 20\_\_\_\_, and shall have until \_\_\_\_\_, 20\_\_\_\_ to obtain a written mortgage commitment.  
B) By delivering to SELLER at closing purchase money mortgage, in the amount of \_\_\_\_\_ Dollars, for a term of \_\_\_\_\_ years, with interest at the rate of \_\_\_\_\_ percent per year, and monthly installments of \_\_\_\_\_ Dollars, including principal and interest. Documents to be drawn in a form acceptable to respective attorneys with terms standard to the area. Any mortgage tax imposed shall be paid by the appropriate party.  
C) This offer is subject to the sale and conveyance of the BUYER's property commonly known as \_\_\_\_\_ by (date) \_\_\_\_\_, 20\_\_\_\_. SELLER shall have the right to continue to offer the herein property for sale, and to accept offers subject to the rights of the BUYER. Should SELLER receive such an offer, the BUYER shall be given written notice of such offer and in the event BUYER will not waive the within condition in writing within \_\_\_\_\_ calendar days of receipt of such notice, then this agreement shall be terminated and all deposits returned to the BUYER. If the BUYER removes the above contingency clause, BUYER shall provide proof satisfactory to the SELLER of financial ability to close the transaction simultaneously.  
D) This offer is further contingent upon \_\_\_\_\_
  
7. **CLOSING:** The closing will be held on or about \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_. BUYER and SELLER acknowledge that the projected closing date may not be the ACTUAL date of closing. Many factors beyond the control of the brokers involved can affect the actual date of closing.
  
8. **POSSESSION:** Possession of premises shall be delivered on \_\_\_\_\_.
  
9. **SURVEY:** (initial one option) A) Initial here Seller(s) \_\_\_\_\_, Buyer(s) \_\_\_\_\_, A) An existing survey, if any will be provided by the SELLER. If any surveys are deemed necessary because the existing description of the premises is unascertainable, they shall be obtained and paid for by the SELLER. If a survey is necessary solely because of the requirements of the BUYER's lender, BUYER shall pay for the survey.  
B) Initial here Seller(s) \_\_\_\_\_, Buyer(s) \_\_\_\_\_, An up-to-date survey will be provided and paid for by Seller \_\_\_\_\_ Buyer \_\_\_\_\_ Shared \_\_\_\_\_
  
10. **TITLE DOCUMENTS:** The SELLER (or representative) shall deliver to the BUYER (or representative), at least ten (10) days before closing, a 40-year abstract of title made from the records in the County Clerk's Office commencing with a warranty deed, a 10-year tax search, any existing survey, and current property tax receipts, showing marketable title to the property free and clear of all liens and encumbrances other than utility easements common to the area.
  
11. **DEED:** On closing, SELLER will convey to BUYER by Warranty Deed with Lien Covenant or Representatives Deed.
  
12. **ZONING:** The premises are to be conveyed subject to all zoning ordinances and regulations affecting it, if any.
  
13. **ADJUSTMENTS:** Rents, water charges, fuel, and taxes will be pro-rated and adjusted as of the date of closing and all security deposits, if any, are to be disclosed before, and surrendered at, closing.
  
14. **RISK OF LOSS:** The risk of loss or damage to the property, by fire or other causes, until closing remains with the SELLER.

15. ADDENDUM: THE FOLLOWING ADDENDA ARE INTENDED TO BE ANNEXED HERETO AND FORM A PART OF THIS CONTRACT:

- Disclosure Regarding Real Estate Agency Relationships;
- Seller's Disclosure of Property Condition;
- Contract Addendum;
- Lead Based Paint Addendum;
- Mold Disclosure;
- Ag. Disclosure;
- Electrical/Utility;
- Uncapped Gas Well
- Government riders
- Other \_\_\_\_\_.

16. CONTINGENCIES: A) **ATTORNEY APPROVAL:** This Agreement is contingent upon BUYER AND SELLER obtaining approval of this Agreement by their respective attorneys as to all matters contained therein. This contingency shall be deemed waived unless BUYER'S and/or SELLER'S attorney, on behalf of their client, notifies the other party or that party's attorney, in writing, of their disapproval of this contract within \_\_\_\_\_ business days (minimum of three days) after this contract has been signed by both the BUYER AND THE SELLER. If BUYER's or SELLER's attorney provides such notification, and if such notice does not state otherwise, then this Agreement shall be deemed cancelled, null and void and all deposits shall be returned in full to the BUYER. It is the responsibility of the BUYER and the SELLER to make timely delivery of this contract to their respective attorneys for review.

B) **TESTS AND INSPECTIONS:** This agreement is contingent upon the BUYER having a \_\_\_\_\_ day opportunity after the contract is accepted to have a home inspection completed by a licensed home inspector, architect, engineer, or code enforcement official authorized by statute to conduct such inspections. All inspections will be at the BUYER's expense. In the event that the home inspection reveals **substantial defects** in any of the following systems: structural, mechanical, electrical, plumbing, Water Flow and Quality, Septic, Hazardous Materials, Radon, Structure and Pest Infestation or damage, the Buyer's agent will provide a written request outlining repairs, this request will be accompanied with the pages of the inspection report pertaining to the failure. For the purpose of this contract, **substantial** shall mean any **individual** repair that would cost more than \$\_\_\_\_\_ to repair. All contingencies are deemed waived unless the BUYER, through their agent, delivers written notification to the SELLER or SELLER's agent, mailed, faxed, e-mailed, or personally delivered no later than \_\_\_\_\_ (date). In the event that a substantial defect is discovered in any of the tests, and if the SELLER and the BUYER cannot come to agreement on rectifying the problem then the contract will be deemed null and void and the earnest money will be returned to the BUYER without interest.

These tests are further outlined below:

**Well Water Flow and Quality Tests:** This agreement is contingent upon a potable water quality test to meet the standards of the New York State Department of Health to be performed by a New York State approved laboratory or certified inspector; and contingent upon a water flow test certifying a five gallon per minute flow after draw down OR a continuing and sufficient supply of water under adequate pressure and of appropriate quantity for all household uses. SELLER represents that the said well is located wholly within the boundary lines of the premises and services no other premises except the subject premises.

**Septic System Contingency:** This offer is contingent upon a test of the septic system on the subject property indicating that the system is in working order. SELLER also warrants that the said system is located wholly within the boundary lines of the premises and services no other premises except the subject property.

**Radon:** This offer is contingent upon having the dwelling tested for the presence of Radon gas. The EPA guidelines recommend a level of less than 4 pico-curies per liter; therefore a satisfactory test result would be a level less than 4 pico-curies per liter. The SELLER agrees to maintain a "closed house condition" during the test. Closed house means that the SELLER will keep all windows closed 12 hours prior to the start of the test and for the entire duration of the test, and will minimize the number of times the exterior doors are opened.

**Hazardous Materials:** This offer is contingent upon testing for hazardous materials including asbestos, mold, toxic materials or wastes upon the property and the presence of Urea Formaldehyde gas or any other hazardous gas or material.

**Pest Inspection:** This offer is contingent upon a visual inspection of accessible areas and upon sounding of accessible structural members that there is no evidence of wood destroying insect infestation in the subject property.

**TIME IS OF THE ESSENCE:** The times set forth in this paragraph (16) are precise. The Buyer must do these inspections and tests within the times set forth or automatically waive the contingency unless such inspections and tests are delayed or prevented by the SELLER's acts or omission.

C) **PRE-CLOSING WALK THROUGH:** BUYER may walk through the home no later than \_\_\_\_\_ days prior to closing for the sole purpose of determining that there have been no material changes to the condition of the property.

17. **BROKER:** BUYER represents that \_\_\_\_\_ is selling Broker in this transaction. Listing Broker in this transaction is \_\_\_\_\_. No other Real Estate Broker or Agent has been instrumental in bringing about this sale.

18. **PERSONS BOUND:** THIS OFFER, WHEN SIGNED, SHALL BE A BINDING CONTRACT. IT SHALL BIND THE PARTIES HERETO AND THEIR RESPECTIVE EXECUTORS, ADMINISTRATORS, DISTRIBUTEES, SUCCESSORS, AND ASSIGNS. BUYER AND SELLER MAY WISH TO CONSULT THEIR OWN ATTORNEYS BEFORE SIGNING.

19. **DISCLOSURE:** BUYER acknowledges receipt of agency disclosure and has read and understands its content \_\_\_\_/\_\_\_\_ (please initial) and acknowledges receipt of sellers' property condition disclosure (1-4 family homes only) and has read and understands it content \_\_\_\_/\_\_\_\_, (please initial).

20. **HOME EQUITY THEFT PROTECTION ACT**  
A) BUYER (initial only one option) intends \_\_\_\_/\_\_\_\_ does not intend \_\_\_\_/\_\_\_\_ to use premises as BUYER's primary residence.  
B) If premises ARE NOT TO BE BUYER's primary residence, then SELLER represents that premises (initial only one option) are \_\_\_\_/\_\_\_\_ are not \_\_\_\_/\_\_\_\_ in foreclosure OR that SELLER (initial only one option) is \_\_\_\_/\_\_\_\_ is not \_\_\_\_/\_\_\_\_ in default for two or more months on SELLER's mortgage payments AND the contract does not include an agreement or arrangement for BUYER to reconvey the premises to the SELLER. If the premises are not to be used as BUYER's primary residence AND either the SELLER is in foreclosure or in default on the mortgage payments for two or more months or there is an agreement or arrangement for the BUYER to reconvey the premises to the SELLER, then the HOME EQUITY THEFT PROTECTION ACT ADDENDUM is to be executed by the parties hereto.

**This Addendum shall be prepared by the SELLER's attorney.**

- 21. MISCELLANEOUS PROVISIONS:**
- A) **MODIFICATION:** This agreement may not be changed or modified except by a written instrument signed by both SELLER and BUYER.
  - B) **ASSIGNMENT:** Except as otherwise provided in it, the Agreement may not be assigned by BUYER or SELLER without the prior consent of the other.
  - C) **EFFECT AND SCOPE:** This Agreement is binding upon, and ensures to the benefit of SELLER and BUYER and the respective representatives, successors, heirs, and assigns of each. This Agreement supercedes all prior discussions and negotiations and replaces all prior understandings, verbal and/or otherwise, relative to the subject transaction.
  - D) **CAPTIONS:** The captions employed herein are for the sake of convenience only and do not limit or qualify the content, scope, or intent of the specific provisions of this Agreement which they introduce.
  - E) **GOVERNING LAW:** This Agreement shall be interpreted and construed in accordance with the laws of the State of New York.
  - F) **COUNTERPARTS:** This Agreement may be signed in one or more identical counterpart copies, each of which shall then constitute an original and fully binding instrument if signed within the termination period.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date(s) noted by signatures and year first above written.

|                              |                              |
|------------------------------|------------------------------|
| <b>Buyer - Print Legibly</b> | <b>Buyer - Print Legibly</b> |
| <b>Buyer - Signature</b>     | <b>Buyer - Signature</b>     |
| <b>Date</b>                  | <b>Date</b>                  |
| <b>Buyer(s) Address</b>      | <b>Witness</b>               |
| <b>Phone</b>                 | <b>Date</b>                  |

**22. ACCEPTANCE OF OFFER BY SELLER:**

SELLER(s) certify that they own the property and/or have the power to sell the property. SELLER(s) accept the offer and agree to sell on the terms and conditions set forth above and agree that the deposit may be held by \_\_\_\_\_, BROKER, and that it may be applied against commissions as agreed in listing contract and due from SELLER.

Check one (1):     Offer accepted as is                                     Counter Offer - see changes above or attached

|                               |                               |
|-------------------------------|-------------------------------|
| <b>Seller - Print Legibly</b> | <b>Seller - Print Legibly</b> |
| <b>Seller - Signature</b>     | <b>Seller - Signature</b>     |
| <b>Date</b>                   | <b>Date</b>                   |
| <b>Seller(s) Address</b>      | <b>Witness</b>                |
| <b>Phone</b>                  | <b>Date</b>                   |

**\* The information below is for clerical use only**

| <b><u>Seller's Information</u></b>         | <b><u>Buyer's Information</u></b>          |
|--|--|
| Attorney _____                             | Attorney _____                             |
| Attorney Phone Number and Fax Number _____ | Attorney Phone Number and Fax Number _____ |
| Attorney Address _____                     | Attorney Address _____                     |
| Listing Company Name _____                 | Selling Company Name _____                 |
| Listing Company Phone/Fax _____            | Selling Company Phone/Fax _____            |
| Listing Agent/Phone Number _____           | Selling Agent/Phone Number _____           |
| Listing Agent e-mail address _____         | Selling Agent e-mail address _____         |
|  | Lender Contact Information _____           |
|  | Lender Phone/Fax _____                     |

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