

# GLOBAL MLS. INC

## CONTRACT FOR PURCHASE AND SALE OF RESIDENTIAL REAL ESTATE

This is a legally binding contract. We recommend all parties to the contract consult an attorney  
Approved by New York Warren County Bar Association and Southern Adirondack Realtors (12/2019)

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

Seller(s): \_\_\_\_\_

Buyer(s): \_\_\_\_\_

(FULL LEGAL NAME AS STATED ON DEED OF RECORD)

(FULL LEGAL NAME AS WILL APPEAR ON DEED)

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Attorney: \_\_\_\_\_

Attorney: \_\_\_\_\_

### 1. PROPERTY TO BE SOLD

Seller agrees to sell and Buyer agrees to purchase the property known as \_\_\_\_\_ located in the City, Village or Town of \_\_\_\_\_ in \_\_\_\_\_ County, State of New York. The property includes all of Seller's transferable rights, privileges, and easements, if any, related to the property. The lot size is approximately \_\_\_\_\_ and is described more fully in the seller's deed a copy of which is annexed hereto and incorporated herein. Tax Map Number(s): \_\_\_\_\_.

### 2. PURCHASE PRICE

The purchase price is \_\_\_\_\_ dollars (\$\_\_\_\_\_).

### 3. METHOD OF PAYMENT

Buyer shall pay the purchase price as follows:

- a. \$ \_\_\_\_\_ as a deposit with this contract to be held in accordance with Paragraph 11,
- b. \$ \_\_\_\_\_ as an additional deposit on or prior to \_\_\_\_\_,
- c. \$ \_\_\_\_\_ as a Seller's Contribution toward closing costs in accordance with Paragraph 6 of this contract,
- d. \$ \_\_\_\_\_ in cash, certified check, attorney's escrow check, cashier's check or wired funds available for disbursement at the time of closing without further authorization or condition.

**(No third party checks will be accepted at closing.)**

All costs and fees relative to the closing for both the Buyer and Seller shall be paid by certified funds or attorney escrow checks. Cash in excess of one thousand dollars (\$1,000.00) shall be prohibited. In the event the lender disallows all or a portion of the Seller Contribution, where applicable those funds shall be due Seller in accordance with Paragraph 6 of this contract.

### 4. ITEMS INCLUDED IN SALE

The Seller warrants that Seller has good legal title free and clear of all liens and encumbrances to all of these articles, or has stipulated that such are rental items. None of these articles shall be removed from the premises by the seller after signing of the contract. The following, if located on the property and owned by the Seller, are included in the sale:

- a. Water: filters and treatment systems, plumbing fixtures, water softener if owned, swimming pool (cover and all operating equipment), sump pumps
- b. Building and Improvements: sheds, awnings, built in: appliances, cabinets, closet systems, fireplace inserts and doors/screens, security systems, wall to wall carpeting as placed, mailbox, storms and screens for windows and doors, window shades, venetian blinds, traverse/drapery/curtain rods, TV aerials, TV mounts, satellite dishes, garage door opener and remote, bathroom mirrors, compactors and disposals, door hardware, weather vanes

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

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- c. Electronic/heating/cooling: central heating and or air, lighting fixtures, paddle fans, fuel tanks – if owned, smoke and carbon monoxide alarms/detectors, lightbulbs, switch plates
- d. All landscaping, shrubs and trees, fencing, invisible fencing
- e. Other items not listed above which are included in the sale are listed here:

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All personal property to be conveyed hereunder is of nominal value, and is being conveyed without additional consideration.

### 5. ITEMS EXCLUDED FROM SALE

The following items are excluded from the sale:

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### 6. MORTGAGE CONTINGENCY

- a. This agreement is contingent upon Buyer obtaining approval of a:  Conventional  FHA  VA (if FHA or VA, see attached required addendum) or \_\_\_\_\_ mortgage loan of \$ \_\_\_\_\_, or \_\_\_\_\_% of purchase price at prevailing rate of interest. Buyer agrees to use diligent efforts to obtain said approval and shall apply for the mortgage loan within three (3) business days after attorney approval.  
Buyer agrees to apply for such mortgage loan to at least one lending institution or licensed mortgage broker. Upon receipt of a written mortgage commitment or in the event Buyer chooses to waive this mortgage contingency, Buyer shall provide notice in writing to Buyer's attorney and Selling broker of Buyer's receipt of the mortgage commitment or of Buyer's waiving of this contingency. Upon receipt of such notice this contingency shall be deemed waived or satisfied as the case may be. In the event notice as called for in the preceding sentence has not been received on or before \_\_\_\_\_, then either Buyer or Seller may terminate, or the parties may mutually agree to extend, this contract by written notice to Buyer's attorney and Buyer's broker. Upon receipt of termination notice from either party, and in the case of notice by the Buyer, proof of Buyer's inability to obtain said mortgage approval, this agreement shall be cancelled, null and void and all deposits made hereunder shall be returned to the Buyer. If Buyer does not receive clear to close by Buyer's lender within twenty (20) business days of the Commitment Date, then upon no less than three (3) business days notice at any time thereafter, Seller may terminate this contract by written notice to Buyer in accordance with Paragraph #25 of this contract.
- b. **Seller's Contribution:** At closing, as a credit toward pre-pays, closing costs and/or points, Seller shall credit to Buyer \$ \_\_\_\_\_ or \_\_\_\_% of the Purchase Price. Included in the Purchase Price is a Seller's Contribution amount as specified in #3c. All parties to this contract shall sign the CFPB Settlement Statement and certify to the accuracy of the financial terms of the transaction. In accordance with 18 U.S. Code Section 1001 and Section 1010 (dealing with Fraud and False Statements), the parties thereby agree that the Seller's Contribution amount is an "amount certain" that is added to the Purchase Price to yield the Purchase Price in #2 above. In the event the Buyer's lender disallows any portion of the agreed upon Seller's Contribution, the parties understand and agree that the lender is relying upon the Purchase Price in #2 as an essential term of this contract that will not change and the Buyer must deliver the full Purchase Price to Seller as reported on the CFPB Settlement Statement. It is recommended that Buyers consult with an attorney during attorney review when utilizing a Seller's Contribution in a purchase offer.
- c. In the event lender requires certain improvements as part of their mortgage commitment, said repairs must be acceptable to the parties prior to installation and, if acceptable to the parties shall be performed at the sole cost and expense of the Buyer, and the Buyer shall be responsible for the risk of loss in the event the closing does not occur through no fault of the Seller.

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**CASH** The mortgage contingency is hereby waived. Buyer shall provide written verification of available funds to close with ten (10) days of acceptance by the Seller.

### 7. MORTGAGE EXPENSE AND RECORDING FEES

The Mortgage Recording Tax imposed on the mortgagor, mortgage and deed recording fees, expenses of drawing papers and any other expenses to be incurred in connection with procuring or assuming a mortgage, shall be paid by the Buyer.

### 8. ATTORNEY REVIEW

If Buyer or Seller elects to consult an attorney, this contract shall be subject to and/or contingent upon such attorney's review of all its terms and conditions, within five (5) business days exclusive of Saturdays, Sundays, legal holidays, and the date of signing, from the date of the delivery of the accepted contract with a copy of the deposit and attachments. If neither Buyer nor Seller exercises the right to have an attorney review this contract within the time permitted, this contract will be legally binding as written. If the attorney for Buyer or Seller disapproves of this contract, the attorney must notify the broker(s) or the other party's attorney as per Paragraph #25 or this contract will be legally binding as written. The broker(s) shall receive a courtesy copy of all correspondence sent pursuant to this section. The parties, or their attorneys, may agree in writing to shorten or extend the time for attorney review.

Seller and Buyer are hereby advised it is highly recommended that they retain the service of an attorney. If Seller or Buyer choose not to retain the service of an attorney, Seller and/or Buyer assume all risks associated with not retaining an attorney and holds the real estate brokers and their associated licensees harmless from any damages that may occur as a result. Seller and Buyer understand that the real estate broker and their associated licensees are prohibited from practicing law without a license and are unable to provide any legal services to a Seller or Buyer under any circumstances.

### 9. CONDITION OF PREMISES

The buildings on the premises are sold "as is" without warranty as to condition, and Buyer agrees to take title to the buildings "as is" and in their present condition subject to reasonable use, wear, tear and natural deterioration between the date hereof and the closing of title except that in the case of any destruction within the meaning of the provisions of Section 5-1311 of The General Obligations Law of the State of New York entitled "Uniform Vendor and Purchaser Risk Act," said section shall apply to this contract. Seller will maintain the property (including but not limited to, structures, grounds, fixtures, appliances and personal property) specifically listed in this agreement in its present condition, normal wear and tear excepted and leave the property in broom swept condition at closing.

#### a. Property Condition Disclosure Statement

- Yes, Buyer acknowledges receipt.       Not provided, Seller agrees to credit Buyer \$500.00 at closing.  
 Not applicable to this transaction.

#### b. Closed Pool/Hot Tub/Irrigation System Disclosure

- Yes, Buyer acknowledges receipt.       Not applicable to this transaction.

#### c. Other Systems:

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### 10. INSPECTIONS:

This agreement is contingent upon all of the following provisions unless crossed out and initialed by the buyer. The Seller hereby acknowledges that the inspections may be intrusive and result in disturbances to the premises. Buyer and/or representative shall be given access to the property for any tests or inspections required by the terms of this contract upon reasonable notice to the Seller or a representative. The discovery of a defect in any section below shall be an independent ground for the cancellation of the Agreement, in accordance with this paragraph. Seller will have heating, water and all utilities (including fuel(s)) on for all inspections/appraisals.

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- a. **STRUCTURAL INSPECTION:** A determination, by a New York State licensed home inspector, registered architect or licensed engineer, or other qualified person, that the premises are free from any substantial structural, mechanical, electrical, plumbing (including pool/hot tub/irrigation), roof covering, water or sewer defects. The term substantial to refer to any individual repair which will reasonably cost over \$1500 to remedy.

*The following buildings or items on the premises are excluded from this inspection:*

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- b. **PEST INFESTATION (insects and wildlife):** A determination by a Certified Exterminator or other qualified professional that the premises are free from active infestation or damage by wood destroying organisms, insects or wildlife.
- c. **SEPTIC SYSTEM INSPECTION:** A test of the septic system by a licensed professional engineer, licensed plumber, septic system contractor, County Health Department or other qualified person indicating that the system is in working order. Upon conclusion of the inspection, the Buyer at their sole expense shall return the premises in the same condition as it was upon the commencement of the inspection. Buyer at their sole expense shall be responsible for repairing any and all damage that has occurred on the premises as a result of the inspection. If the Buyer fails to restore the property to its pre-inspection condition, as determined by the Seller, the Seller will cause the restoration to be performed and the Buyer will be responsible for any and all costs associated therewith if contract does not close.
- Municipal Building and Code inspection of Septic System Required (see addendum)
- d. **WELL WATER FLOW AND/OR QUALITY TESTS:** (a) A potability 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, and/or (b) any chemical, metal, inorganic, or other tests as the Buyer may request, and/or (c) a flow test to be performed indicating a minimum flow of sufficient quantity to produce three (3) gallons per minute for two (2) hours, and/or the minimum required to obtain mortgage financing on the subject property as dictated by the Buyer's lender.
- e. **RADON INSPECTION:** The Buyer may have the dwelling located on the property tested by a reputable service for the presence of radon gas. The Seller agrees to maintain a "closed house condition" during the test. "Closed-house condition" shall mean that the Seller shall keep the windows closed and minimize the number of times the exterior doors are opened and the time that they are left open. The Seller agrees to comply with all reasonable requirements of the testing service in connection with the test, provided such compliance shall be at no cost to the Seller. If the test reveals that the level of radon gas is four (4) picocuries per liter or higher, the presence of radon gas shall be deemed grounds for cancellation of the contract.
- f. **HAZARDOUS SUBSTANCES:** Buyer may have a qualified individual test the ground and buildings on the property for the presence of underground fuel tanks regardless of whether in use, asbestos, and any contamination from any hazardous materials whose presence or discharge on the property is a violation of any applicable laws or regulations.
- g. **MOLD:** Buyers may have a qualified individual test the buildings on the property for the presence of mold (mildew is not classified as mold). Any mold assessment and remediation performed shall be in compliance with Article 32 of the New York State Labor Law.

All tests and/or inspections contemplated pursuant to this Paragraph 10 shall be completed on or before \_\_\_\_\_ and at Buyer's expense, and shall be deemed waived unless Buyer provides written notice of the failure of any of these tests and/or inspections, which notice is to be sent in accordance with Paragraph 25 of this Agreement, no later than \_\_\_\_\_. If Buyer so notifies and further supplies written confirmation by a copy of the test results and/or inspection report(s), or letter(s) from the inspector, then this entire Agreement shall be deemed canceled, null and void and all deposits made hereunder shall be returned to Buyer or, at Buyer's option, said cancellation may be deferred for a period of ten (10) days in order to provide the parties an opportunity to otherwise agree in writing. If the buyer requests a reasonable extension in order to complete the inspections contemplated herein (defined for this purpose as no longer than ten (10) business days) and

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\_\_\_\_\_  
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such notice is duly given in accordance with paragraph 25 prior to the expiration of said contingency the buyer shall be permitted to cancel this agreement and have all deposits returned if the sellers refuse to grant such extension.

Buyer does hereby agree to indemnify and defend the Seller and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the inspection by Buyer of the premises or any part thereof, or in part by any act or omission by Buyer, its agents, contractors or employees. All Buyer contractors and consultants shall have public liability insurance in force and effect at all times they access the property. Buyer agrees to pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by the Seller in enforcing or defending this section.

### WAIVER OF INSPECTION

\_\_\_\_\_ (Please initial if Buyer waives inspections) Buyer elects to waive all inspections and Buyer understands it is highly recommended that an inspection be conducted by an individual or entity qualified to do so. By waiving the inspection, Buyer assumes all risks associated with such waiver now and in the future and holds the attorneys, real estate brokers and their associated licensees harmless from any damages that may occur as a result of such waiver.

### 11. DEPOSITS

The deposit made by Buyer pursuant to Paragraph 3 will be held in a secure fashion by the Selling broker : \_\_\_\_\_ until the Buyer's offer is accepted.

Upon acceptance of the offer by Seller, the deposit and all payments made by Buyer on account of the purchase price prior to closing shall be deposited in the Listing Broker's non-interest bearing escrow account.

Listing Broker: \_\_\_\_\_

Name of Financial Institution: \_\_\_\_\_

Buyer shall receive a refund of all deposits made by Buyer if:

- a. Buyer is unable to obtain mortgage loan commitment pursuant to Paragraph 6, or
- b. Seller is unable to deliver a marketable title, or
- c. This contract is terminated pursuant to any other provision of the contract (except Paragraph 12).

The deposit may not be released without the written authorization of all parties involved in this Agreement. This release shall not be unreasonably withheld. Upon the satisfaction of all contingencies in this contract, the deposit(s) made by the Buyer pursuant to Paragraph 3a & 3b shall be deemed non-refundable.

### 12. DEFAULT

If the Buyer shall default in keeping and performing of the terms of this Agreement, the Seller may, at Seller's option either:

- a. Retain all sums paid on account of the purchase price, together with all interest earned, as liquidated damages and not by way of penalty, and in such event the terms of this Agreement shall be canceled and of no further force and effect, or
- b. Pursue all of Seller's rights and remedies against the Buyer at law or in equity for breach of this Agreement, including specific performance, and in that event the Seller shall retain all such sums paid on account of the purchase price in escrow for the Seller's and the Buyer's benefit, until the actual damages are finally determined, at which time the sum so escrowed and any interest earned thereon shall be first applied to the Seller's damages and the balance, if any, returned to the Buyer. If the Seller's damages exceed the amount retained in escrow, the Buyer shall be liable for difference.

### 13. PREVAILING PARTY

If an action is commenced pursuant to an alleged default, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.

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### 14. REAL ESTATE BROKER AND COOPERATING BROKER COMPENSATION

Buyer and Seller agree that \_\_\_\_\_ (Listing Broker) and \_\_\_\_\_ (Selling Broker) brought about the sale, and Seller agrees to pay the commission to \_\_\_\_\_ (Listing Broker) as agreed in the listing agreement or as instructed by Listing Broker.

### 15. TITLE PAPERS

Seller or Seller's attorney shall furnish a proposed deed, RP-5217, TP-584, IT-2663 (if required) and copies of tax receipts to Buyer or Buyer's attorney at least 14 days before closing.  Seller  Buyer shall furnish at their expense, the following within 20 days of acceptance of the Contract by the Seller, thereby providing proof of marketable title:

- a. 5 year tax search
- b. Abstract of Title covering at least 40 years and continued to within 30 days of closing or, if Seller has a current "owner's" fee title insurance policy, Seller will provide a complete copy of said policy along with a "stub search" continuation (including complete copies of any exceptions, easements, covenants, restrictions and reservations set forth in such title insurance policy) to update the title to within 30 days of closing.
- c. (If applicable) Where the property is improved with a mobile home, which is included in the sale, the Seller shall provide the original title, a copy of the HUD seal affixed to the property, along with confirmation that title will be conveyed free and clear of all liens.
- d. Buyer reserves the right to obtain a survey at Buyer's expense. If Seller has a survey of the property, it shall be provided to Buyer, and Buyer shall pay the cost of updating any such survey if required or desired.

### 16. SELLER'S TITLE

Seller will transfer to Buyer all rights, title, and interest in the property free of all encumbrances and exceptions except:

- a. Laws and governmental regulations, including, but not limited to, zoning and environmental protection laws provided they are not violated by the buildings and improvements erected on the property;
- b. Normal utility distribution easements;
- c. If the property is a subdivision lot, restrictions imposed on all lots in the subdivision, provided they are not violated by the buildings or improvements erected on the property;
- d. Such taxes and assessments for the current year as are not due and payable on the date of closing;
- e. Any state of facts an accurate survey or inspection of the property would disclose provided they do not render title unmarketable;
- f. Unpaid installments of street and other improvement assessments payable after closing;
- g. Any other easements, restrictions or other matters set forth in an attached addendum; provided that same does not prevent the use of the property for the purpose of  single family  multifamily  commercial  multi use or \_\_\_\_\_.

Seller will not grant any leases, easements or restrictions against the property on or after the date of this agreement.

### 17. TITLE OBJECTIONS

If Buyer correctly rejects Seller's title to the property as unmarketable, Seller shall have a reasonable length of time to cure the objection. If Seller is unable to cure the objection, Seller's sole responsibility shall be to return all deposits to Buyer without interest, and upon such payment this contract shall be terminated and Seller shall be discharged of all liability to Buyer.

### 18. DEED

The property shall be transferred from Seller to Buyer by means of a Warranty Deed with Lien Covenant furnished by Seller. The deed will be properly prepared and signed so that it will be accepted for recording by the County Clerk in the County in which the property is located. However, if Seller is transferring the property as an executor, administrator, trustee, guardian or other fiduciary, the deed usual to such cases shall be acceptable. Seller agrees to cooperate in signing any reasonable title affidavits requested by a title company of Buyer's choice and executing any reasonable Closing Document or other forms requested by Buyer's lender and also provide a copy of the Seller's unexpired government issued photo identification.

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

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### 19. TAX COMPLIANCE

- a. Seller shall pay the New York State Real Property Transfer Tax imposed by Tax Law Section 1402 (Tax Law §1402) and, if applicable, Buyer shall pay the Additional Tax (aka "Mansion Tax" or "Luxury Tax" – 1% over 1,000,000) imposed by Tax Law Section 1402-a (Tax Law §1402-a) and calculated on the TP-584 with allowance for any applicable tax credits.
- b. If required by law, Seller will complete and execute Form IT-2663 (Non NYS Residential Tax Gains) and pay the required tax.
- c. The Seller further agrees to pay the expenses of procuring and recording satisfactions of any existing mortgages.
- d. Occupancy Tax ~ Seller represents and warrants to Buyer that all occupancy taxes arising out to rentals of the property have been or will be paid before closing. In the event of a breach of this representation and warranty, Seller shall indemnify Buyer from any liability. Buyer may suffer for such tax obligation that shall have arisen during Seller's ownership of the property. This paragraph shall survive the closing of title.

### 20. TAX AND OTHER ADJUSTMENTS

The following, if any, shall be apportioned so that the Buyer and Seller are assuming the expenses of the property and income from the property as of the date of transfer of title:

- a. Rents and security deposits. Seller shall assign to Buyer all written leases and security deposits affecting the premises.
- b. Taxes, sewer, water, rents
- c. Municipal assessment installments, Homeowner's Association Fees/Dues/Assessments (including those assessed but not yet due and payable)
- d. Fuel, based upon fair market value at time of closing as confirmed by a certification provided by Seller's supplier.

Except for 20d, all adjustments shall be made in accordance with Internal Revenue Code, Section 164(d)

### 21. PRE-CLOSING INSPECTION

Buyer has the right to inspect the property at a reasonable hour within 48 hours of the transfer of title to ascertain there has been no material change in the condition of the property and included items from the time of contract. Seller shall leave the premises in broom clean condition. Seller shall be promptly notified of any problems discovered.

### 22. DATE AND PLACE OF TRANSFER OF TITLE

The transfer of title to the property from Seller to Buyer will take place at a location within 30 miles of the premises or county clerk's office where property is located, that is mutually agreeable to the parties. The closing will be on or about \_\_\_\_\_ . Seller and Buyer shall provide government issued photo identification at closing.

### 23. POSSESSION

Buyers shall be granted exclusive possession of the property at closing free of all tenancies, including keys and, if applicable, garage door openers and keys and/or security codes.

### 24. TIME PERIOD OF OFFER

Buyer and Seller understand and agree that, unless earlier withdrawn, this offer is good until \_\_\_\_\_ a.m. \_\_\_\_ p.m. on \_\_\_\_\_, and if not accepted by the Seller prior to that time, then this offer becomes null and void.

### 25. NOTICES

All notices contemplated by this Agreement shall be in writing, delivered by (a) electronic transmission (email) by 11:59 p.m. on such required date; (b) first class mail postage prepaid postmarked no later than the required date; or (c) personal delivery by 11:59 p.m. on such required date. Such notice shall be effective on the date it is sent. Any notices shall be sent to the other party's attorney if known, if not then to the other party by serving the first named Buyer or Seller, as the case may be, at the address set forth for such party. A courtesy copy of all correspondence should be set to both brokers.

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

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### 26. ENTIRE AGREEMENT

It is understood and agreed that all prior understandings, advertisements (including on line materials and agreements between Seller and Buyer are merged into this contract. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. This contract may only be modified by a written instrument signed by both parties. This contract may be signed in counterparts, by facsimile or upon electronic signature. An attorney retained by a party shall have the authority to amend this contract in the same manner as the party, provided however that this authorization shall not be deemed to revoke any existing power of attorney executed by any party to this contract.

### 27. BINDING CONTRACT

This agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. This contract cannot be assigned without the written consent of the Seller. If the Buyer or Seller are other than natural person(s), the party shall supply written proof of capacity of its agent within then (10) days of acceptance of this contract.

### 28. DISCLOSURES/ADDENDA ATTACHED

A copy of the existing deed and tax receipts shall be attached hereto and made a part thereof, along with the following:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Lead Paint Disclosure                     | <input type="checkbox"/> 48 Hour Contingency                 | <input type="checkbox"/> Rent and Security Schedule |
| <input type="checkbox"/> Property Condition Disclosure             | <input type="checkbox"/> Mortgage Assumption Contingency     | <input type="checkbox"/> FHA/VA                     |
| <input type="checkbox"/> Closed Pool/Hot Tub/Irrigation Disclosure | <input type="checkbox"/> Homeowner's Association             | <input type="checkbox"/> Perc Test                  |
| <input type="checkbox"/> Municipal Septic System Compliance        | <input type="checkbox"/> Smoke and Carbon Monoxide Detectors | <input type="checkbox"/> Other                      |

### 29. OTHER TERMS (if any)

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Buyer: \_\_\_\_\_ Dated: \_\_\_\_\_

Buyer: \_\_\_\_\_ Dated: \_\_\_\_\_

Buyer's Attorney: \_\_\_\_\_ Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Seller will furnish Seller's Taxpayer Identification Number or Statement of Exemption from Information Reporting upon closing.

By signing below, Seller affirms under penalty of perjury that Seller is a not foreign person as defined by Internal Revenue Code §§897 and 1445 and the Regulations there under as same may be amended (the Foreign Investment in Real Property Tax Act herein referenced as FIRPTA)

Seller: \_\_\_\_\_ Dated: \_\_\_\_\_ Time: \_\_\_\_\_

Seller: \_\_\_\_\_ Dated: \_\_\_\_\_ Time: \_\_\_\_\_

Seller's Attorney: \_\_\_\_\_ Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Fax: \_\_\_\_\_

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



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Listing Agent \_\_\_\_\_ Office \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Selling Agent \_\_\_\_\_ Office \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

I \_\_\_\_\_ (Agent/Broker) completed this Form and I made no amendments or alterations to the approved language contained herein that are not evident.

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

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