

CONTRACT FOR SALE OF REAL PROPERTY

1. To _____ herein called the "Seller(s)",

(mailing address) _____ (telephone).

2. The undersigned _____ herein called the "Purchaser(s)",

(mailing address) _____ (telephone).

3. **HEREBY OFFERS AND AGREES TO PURCHASE**, through _____, the broker(s) and authorized agent(s) of the Seller, the following premises: **ALL THAT TRACT** or parcel of land and appurtenances, together with the improvements thereon, if any, situated in the (city, town, village) of _____, County of Chautauqua and State of New York, and briefly described as follows:

Street or road address _____

Tax Parcel identification _____

Previous deed recording data: Liber _____ Page _____

4. **FOR THE PURCHASE PRICE OF \$** _____, payable as follows:

The sum of \$ _____ deposited with _____ on delivery of this offer, receipt of which is acknowledged below, to be applied on the purchase price or returned in the event this offer is not accepted. The further sum of \$ _____ payable as follows:

Seller's Concession: The Seller agrees to provide a credit to the Purchaser of \$ _____ upon closing (which may be characterized as a contribution to the closing costs of the Purchaser) to satisfy the requirements of the Purchaser's lender that the nominal purchase price as stated above be higher than the actual purchase price.

5. The obligation to close the transaction under this contract shall not be binding on the parties until satisfaction of the following contingency and any other contingency set forth in Riders attached hereto pursuant to Paragraph 14.

The Purchaser agrees to apply forthwith and in good faith for a _____ year mortgage commitment in the amount of \$ _____ at _____ % interest. Should such mortgage commitment or other sufficient financing satisfactory to the Purchaser be not obtained by _____ 20 _____ either party may cancel this contract by giving written notice of such cancellation to the other party, in which event the moneys deposited on account hereof shall be returned to the Purchaser and this contract shall become null and void and neither party hereto shall have any claim against the other.

6. Disclosure(s): The following disclosures are provided if the box opposite a specified disclosure is checked, and the Purchaser acknowledges receiving such checked disclosure(s) prior to signing this contract.

- Lead Based Paint and/or Lead Based Paint Hazards. Real Property Condition Disclosure Statement.
- Disclosure of No Electric Utility Service or Electric, Gas or Water Line Extension Utility Surcharge or Uncapped Natural Gas Well.

FURTHER TERMS AND CONDITONS ARE:

7. Rentals, security deposits and interest items shall be prorated, adjusted and assigned between the parties hereto as of the closing date.

(Strike out one of the following two paragraphs)

8a. All taxes which have been levied prior to closing date shall be paid by Seller, except _____

8b. All taxes shall be prorated and adjusted as of the closing date in accordance with the rules of the Jamestown Bar Association, except _____

9. All assessments for special services or local improvements and electric or water charges which are now liens or which may become liens prior to the closing date shall be paid by the Seller. The Seller has disclosed any assessments or pending assessments known to the Seller. The Purchaser understands that Purchaser must pay all such assessments which shall not have become liens prior to the closing date even if the services have been received or the improvements completed. The only exceptions to this division of assessments are as follows:

10. The Real Estate Transfer Tax, except any tax imposed under Tax Law §1402-a, and the cost of filing Form TP-584 shall be paid by the Seller. The mortgage tax (except as otherwise provided by statute), the cost of the filing Form RP-5217 and recording fee for the deed and any purchase money mortgage shall be paid by the Purchaser.

11. The Seller shall furnish to the Purchaser at least 15 days before the closing date acceptable tax and title searches which shall conform to the current rules of the Jamestown Bar Association respecting such searches, together with a certificate of the proper tax officer certifying to the status of all liens of such municipality where a municipal lien is not covered by the search. The searches shall reflect a good and marketable title to the premises in the Seller, free and clear of all liens and encumbrances, except as herein otherwise provided above. In the event that title to the premises is unmarketable, the seller agrees, at seller's election, to either cure the defect in title or, at seller's expense, apply for a commitment to title insurance of the title to the premises, without exception of or providing affirmative insurance for the defect in title and containing a covenant of reissuance, covering the premises and addressed to the purchaser and in the amount of the purchase price. The purchaser agrees to accept such title insurance in lieu of marketable title and the seller agrees to pay the premium for such insurance. In the event that such commitment is not obtainable after good faith application therefore by the seller and the purchaser is not willing to accept the title able to be conveyed by the seller, either party may cancel this agreement without further obligation to the other. The existence of mortgage liens, tax liens, or other liens against the property shall not be considered an objection to title provided that at the time of closing, said liens are either discharged, released or satisfied of record. The title search shall be continued to show the closing and the cost of such continuation shall be paid by the parties in accordance with the closing rules of the Jamestown Bar Association. Unless otherwise stated in the following line, the Seller will furnish to the Purchaser at the Seller's expense a metes and bounds survey showing the location of all improvements on the property, prepared by a licensed surveyor and dated or updated within six months of the closing date. The Seller will (_____) will not (_____) provide a survey as stated above.

12. Upon payment or adjustment of the purchase price as herein provided, the Seller shall convey title as set forth in Paragraph 11 to said premises to the Purchaser. Except as otherwise specified, the Seller shall warrant his title to the premises, unless described herein as a fiduciary. Exceptions:

13. The following items if now in or on said premises are included in this sale and shall become the property of the Purchaser at closing, free and clear of all liens and encumbrances: All heating, plumbing, lighting fixtures and bulbs, wood stoves, garage door openers and controllers, all flowers, shrubs, trees, linoleum, window shades, venetian blinds, curtain rods, traverse rods, storm windows and storm doors, screens and awnings, exterior TV antennas, water softeners, sump pumps, bathroom fixtures, weather vanes, window boxes, fences, chandeliers, flag poles, fireplace screens and equipment, wall-to-wall carpeting and runners, intercom systems, smoke detectors, carbon monoxide detectors, swimming pools, hot tubs, spas, and related equipment, and garbage disposals; and also (unless such items are free standing) all cabinets, mirrors, ovens, dishwashers, shelving, exhaust hoods, air conditioning (except window) units, humidifier and dehumidifier. (Delete any of the above items being retained by the Seller and add below any additional items sold to the Purchaser)

14. The Purchaser represents that Purchaser is satisfied as to the conditions of the premises and agrees to accept said premises as they now are, unless herein otherwise provided, and further agrees that this offer and the acceptance thereof with the following checked Riders (which shall prevail over the printed text on this page in the event of conflict) shall constitute the entire agreement between the parties.

- | | | | |
|--------------------------|-----------------------|--------------------------|----------------|
| <input type="checkbox"/> | Water and Sewer Rider | <input type="checkbox"/> | Standard Rider |
| <input type="checkbox"/> | _____ Rider | <input type="checkbox"/> | _____ Rider |

15. Seller will furnish Seller's Taxpayer Identification Number or statement of exemption from information reporting upon closing. Unless the box following this paragraph is checked, Seller affirms under penalty of perjury that Seller is not a foreign person as defined by Internal Revenue Code §§897 and 1445 and the Regulations thereunder as same may be amended (the Foreign Investment in Real Property Tax Act herein referenced as *FIRPTA*). If such box is checked and no other exemption applies, the Purchaser shall withhold from the balance due the Seller and remit to the Internal Revenue Service such sum as may be required by *FIRPTA*. Seller waives any right of action against Purchaser on account of such withholding and remittance. This paragraph shall survive closing.

16. The Purchaser shall have possession of said premises upon the recording of the deed, unless otherwise stated in an attached Rider. If possession is given prior to the closing date, the Purchaser shall be required to sign an Early Entry Agreement in such form as the Seller's attorney shall require. The Purchaser shall be permitted to make a final inspection of the premises prior to closing or possession. Other possession date:

17. **THE SALE HEREUNDER** shall be closed, the final cash payments made and the deed in a form and with additional documents required for its recording and other papers herein provided for shall be delivered at the offices of _____

_____ on _____, 20____, herein called the "closing date", or such other date as may be agreed upon by the parties hereto. Time is not of the essence. Either party may, after the above date, declare time to be of the essence and set a specific time for closing on a business day at least seven (7) business days after the receipt of written notice that time is of the essence has been declared. Payment shall be made by wire transfer, by cashier's check or certified check issued by any United States bank, trust company, savings and loan association or credit union or by the special account check of the attorney for the Purchaser drawn upon any of the aforementioned financial institutions.

18. This offer shall remain in force until and including _____ 20____ and if not accepted in writing on or before that date, it shall be void and the sum deposited as aforesaid shall be returned upon request, without interest.

19. **THIS OFFER**, when accepted in writing by the Seller and delivered to the Purchaser or the real estate broker, SHALL CONSTITUTE A BINDING CONTRACT FOR THE SALE AND PURCHASE OF SAID PREMISES and shall bind and inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

THIS DOCUMENT IS A BINDING LEGAL CONTRACT WHEN SIGNED BY THE PURCHASER AND SELLER, AND IT IS RECOMMENDED THAT THE SAME NOT BE SIGNED UNTIL THE RESPECTIVE PARTIES HAVE REVIEWED THE PROPOSED CONTRACT WITH AN ATTORNEY OF THEIR OWN CHOOSING.

Date _____, 20____ _____ L.S.

_____ L.S.

ACCEPTANCE

TO _____

I(we), herein the Seller, hereby accept your offer as above stated and I (we) accordingly agree to sell and convey said premises to you for the price and on the terms and conditions above set forth.

Dated: _____ L.S.

Name of Seller's Attorney

_____ L.S.
Name of Purchaser's Attorney

Deposit Received by:

_____ Name of Co-Broker, if any