



PURCHASE AND SALE CONTRACT FOR RESIDENTIAL PROPERTY

WARNING: THIS CONTRACT FORM CANNOT BE USED IF THIS TRANSACTION IS COVERED BY THE HOME EQUITY THEFT PREVENTION ACT (Section 265-a of New York Real Property Law).

Plain English Form published by and for the exclusive use of the Greater Rochester Association of REALTORS®, Inc., the Monroe County Bar Association, and those County Bar Associations that have approved its use.

COMMISSIONS OR FEES FOR THE REAL ESTATE SERVICES TO BE PROVIDED

ARE NEGOTIABLE BETWEEN REALTOR® AND CLIENT.

When signed, this document becomes a binding contract. Buyer and seller should consult their own attorney. Buyer acknowledges that information contained in the Multiple Listing Service is not guaranteed and should be independently verified before signing this Contract.

	r may each be referred to individually as a "Party" and collectively as the "Parties."
	TIES & PROPERTY
(A) F	Property Description; Seller's Power and Authority.
i i	Real Property known as
Ϋ́	York, Zip also known as Tax No, including
b	puildings and any other improvements and all rights which the Seller has in or with the premises (the "Property").
A	Approximate Lot Size: Description of buildings on Property:
L	Description of buildings on Property:
(B) Connection of the connecti	Other Items Included in Purchase. Any of the following items and all related equipment and accessories for such items no or on the Property are included in this purchase and sale, which Seller represents are owned by Seller: All awnings, can monoxide detectors, central vacuum system, curtain and traverse rods, electric garage door opener and remote control deviewhaust fans, fences, fireplace screens and enclosures, flowers, garbage disposal, heating systems (except as provide Paragraph 5(G)), hoods, intercom equipment, lighting fixtures, ceiling fans, mail box, plumbing systems, septic and private we systems, satellite dishes, screens, security systems and security codes, sheds, shrubs, smoke detectors, storm doors, stevindows, sump pumps, swimming pool, trees, underground pet containment fencing with transmitter and collar receiver(s), we owned carpeting and runners, water softeners, window boxes, window blinds and shades, and the following, if built-inconditioning (except window units), humidifier, TV antennae, TV wall mount, basketball apparatus, cabinets, dishwash microwave ovens, mirrors, outdoor playsets, ovens, shelving, stoves, and trash compactors. Buyer agrees to accept these it in their present condition. Other items to be included in the purchase and sale are:
- It	tems excluded are:

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Purchase and Sale Contract for Residential Property

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	(1) Deposit. The following deposit in	
		Deposit")\$
		eller shall pay the sum of □% of the Purchase
		" if left blank) toward lender approved costs and prepaid
		justments and credits as provided in this Contract, shall be paid in cash, official bank
		ne or all of which may be paid with the proceeds of a new loan).
		ered \square will deliver within two (2) calendar days of acceptance the Deposit set forth in
	Paragraph 2(A)(1) payable to and held in	n escrow by (the "Escrow Agent") which
	will be deposited at	(the "Bank") and which deposit is to become part o
		cepted or if this Contract thereafter fails to close for any reason not the fault of the Buyer
		this Contract, Seller is allowed to retain the deposit to be applied to Seller's damages and
		remedies Seller has against the Buyer, including but not limited to a lawsuit for any rea
		he Seller. If Seller fails to complete Seller's part of this Contract, Buyer's deposit will be ue other available rights and remedies Buyer has against Seller.
		ssion set forth in Paragraph 2(A)(2) exceeds the lender approved costs and prepaid items
		to an amount equal to the lender approved costs and prepaid items.
		gage Tax and Closing Adjustments. Seller will pay the real property transfer tax and
	special additional mortgage recording to	ix, if applicable. Seller will also pay for the recording/filing of any documents necessary to
		g, but not limited to death certificates, bankruptcy court orders, and affidavits (ie. Alive and
		Judgment, etc.). Buyer will pay for recording the deed and mortgage, mortgage tax and
		Excluding delinquent items, interest and penalties, the following will be prorated and
		of the closing date: taxes, other assessments and municipal charges computed on a fiscal
		sessments; fuel oil; propane; water, pure water and sewer charges. If the Purchase Price tional transfer tax identified in Section 1402-a of the Tax Law shall be paid by the □ Selle
	☐ Buyer (check one).	tional transfer tax identified in Section 1402-a of the Tax Law shall be paid by the D Selle
	Bayer (orlean orle).	
•	CONTINGENCIES. This Contract is subject	
•	notice to the other party by the dates specific this Contract by written notice to the other, p the applicable Contingency Deadline Date b (Check and complete applicable provisions.)	ed (collectively, the "Contingency Deadline Dates"), then either Buyer or Seller may cance provided that the applicable contingency has not otherwise been satisfied by a party after written notice to the other party and prior to any date on which this Contract is cancelled
•	notice to the other party by the dates specific this Contract by written notice to the other, put the applicable Contingency Deadline Date by	provided that the applicable contingency has not otherwise been satisfied by a party after written notice to the other party and prior to any date on which this Contract is cancelled. The Contract is subject to Buyer obtaining and accepting a written
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		D) Building Code Compliance. This Contract is subject to Seller delivering to Buyer, at Seller's expense, all permits, certificates of compliance and/or other comparable proof of compliance with building codes and ordinances (the "Certificates") on file with the applicable municipality within ten (10) calendar days of acceptance. The Buyer shall have five (5) calendar days from Buyer's receipt of the Certificates or receipt of written notice that no Certificates exist to deliver to Seller a written demand that Seller obtain specific/certain Certificates (the "Demand"). If the Demand is not timely delivered by Buyer, this Building Code Compliance Contingency is deemed waived by Buyer. Upon Seller's receipt of Buyer's Demand, Seller shall have five (5 calendar days to (i) provide the Certificates specifically demanded by Buyer, or (ii) enter into a written agreement with the Buyer addressing the Certificates to be provided to Buyer.
	(E) Other Contingency(s).
4.	APP	ROVAL OF ATTORNEY(S). This Contract is subject to the written approval of attorneys for Buyer and Seller within days
	either (collection) attor the collection publication when to the collection of the c	ess than three (3) days, excluding Saturdays, Sundays and public holidays), from date of acceptance (the "Approval Period"). It attorney (i) does not provide written approval within the Approval Period or (ii) makes written objection to or conditionally approve ectively, the "Objections") the Contract within the Approval Period and the Objection is not cured by written approval by both neys and all of the Parties within the Approval Period, then (A) either Buyer or Seller may cancel this Contract by written notice to other and any deposit shall be returned to the Buyer or (B) the approving attorney may notify the other party and any attorney listed with wind writing that no approval has been received and that the noticed party has two (2) days, excluding Saturdays, Sundays and ic holidays, from receipt of the notice (the "Grace Period") to provide written attorney approval or disapproval of the Contract. The oving attorney shall provide to the noticed party and to any attorney listed below a copy of the approving attorney's approval letter there conditional or not, along with the written notice of the Grace Period. If written attorney approval or disapproval is not provide approving attorney within the Grace Period, then this Attorney Approval contingency shall be deemed waived by the notice of and any conditions in the approving attorney's approval letter shall be deemed accepted by the noticed party.
5 .		IDITION OF PROPERTY.
		 Seller's Property Condition Disclosure Statement. (check one box only) □ (1) Seller has provided Buyer with the attached Seller's Property Condition Disclosure Statement. □ (2) Seller has not provided Buyer with Seller's Property Condition Disclosure Statement, and Seller shall credit Buyer \$500.00 at Closing in lieu of such Statement. □ (3) Is not applicable.
	(B)	Representations Pertaining to the Home Equity Theft Prevention Act ("HETPA"). (check applicable box(es)). ☐ (1) Buyer. Buyer represents to Seller as of the date of acceptance that Buyer is acquiring the Property to use the Property as Buyer's primary residence and that Buyer will occupy the Property as Buyer's primary residence. ☐ (2) Seller. To Seller's actual knowledge, Seller represents to Buyer as of the date of acceptance that there is no active List Pendens filed against the Property to foreclose a mortgage pursuant to Article 13 of the New York Real Property Actions and Proceedings Law, the Property is not on an active property tax lien sale list, and Seller is not two (2) months or more behind in Seller's mortgage payments with respect to the Property.
		Certificate of Occupancy. If applicable laws require, Seller shall apply for a Certificate of Occupancy for the Property no less than ten (10) calendar days after acceptance and furnish it before Closing. However, if the cost of obtaining the Certificate of Occupancy exceeds \$
	(D)	Zoning Code Compliance. Seller represents to Buyer that the Property is zoned for use as a
	(E)	and the Property is in compliance with applicable zoning codes and ordinances. Condition of Property. Buyer agrees to purchase the Property and any items included in the purchase AS IS except as provided in Paragraph 1(B), subject to reasonable use, wear, tear, and natural deterioration between now and Closing. However, this paragraph shall not relieve Seller from furnishing a Certificate of Occupancy as called for in Paragraph 5(C) and/or certificate(s) of compliance as called for in Paragraph 3(D), if applicable.
	(F)	Gas, Mineral, Oil and Timber Rights. Seller represents that all gas, mineral, oil and timber rights will transfer with the Property except
		Services. Seller represents the Property is serviced by: Electric, Fuel Oil, Gas (Natural), Propane, Public Sewers, Public Water, Septic System, Well, Other:
		If Propane is checked, Seller represents that the propane tank <i>(check one box only)</i> □ is not □ is owned by Seller and that there <i>(check one box only)</i> □ is not □ is an existing written contract to provide propane between the propane company and Seller.
6.	(A)	SING AND POSSESSION. Pre-Closing Walkthrough. Buyer shall have the right to walk through the Property within forty-eight (48) hours before the time of Closing to ensure that the Property is in the condition existing at the time of acceptance subject to reasonable use, wear, tear and

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		natural deterioration between the date hereof and the Closing. Seller agrees that all utilities shall be on at that time. Seller shall continue to maintain the Property in the condition existing as of acceptance, through Closing, including, but not limited to, utility service continuation, lawn and landscaping care, and snow plowing.
	(B)	Closing Date and Place. Closing shall take place at the
	(C)	Possession of Property. ☐ (1) Buyer shall have possession of the Property upon Closing, in broom-clean condition, with all keys to the Property delivered to Buyer at Closing.
		(2) Seller shall have the right to retain possession for calendar days after Closing at the cost of \$ per day inclusive of real property taxes, plus utilities, continuation of lawn, landscaping, pool, and snow maintenance, and refuse collection, and an escrow deposit by Seller of \$ At Closing, a key to the Property shall be delivered to Buyer. At delivery of possession to Buyer, the Property shall be in broom-clean condition and the remaining keys to the Property shall be delivered to Buyer.
		□ (3) Buyer shall have right of early possession for calendar days prior to Closing at the cost of \$ per day inclusive of real property taxes, plus utilities, continuation of lawn, landscaping, pool, and snow maintenance, and refuse collection, and an escrow deposit by Buyer of \$ At possession, the Property shall be in broom-clean condition and a key to the Property shall be delivered to Buyer; the remaining keys shall be delivered to Buyer at Closing.
	(D)	In the event of retained possession or early possession, the Parties shall enter into a written Pre-Closing Occupancy Agreement or Post-Closing Occupancy Agreement, the form of which shall be the Monroe County Bar Association's recommended form. Risk of Loss . Risk of loss or damage to the Property by fire or other casualty until transfer of title shall be assumed by the Seller. If damage to the Property by fire or such other casualty occurs prior to transfer, Buyer may cancel this Contract without any further liability to Seller and Buyer's deposit is to be returned. If Buyer does not cancel but elects to close, then Seller shall transfer to Buyer any insurance proceeds, or Seller's claim to insurance proceeds payable for such damage.
7.	TITI	LE MATTERS.
	(A)	 Title and Related Documents. Seller shall deliver at Seller's expense: (1) Not later than five (5) calendar days after acceptance of this Contract by Buyer and Seller, Seller shall order (i) an abstract of title, fully guaranteed tax and U.S. Court searches, with a local tax certificate for Village or City taxes, if any (collectively the "Abstract" and (ii) an instrument survey map, certified and prepared to meet the Standards of the Monroe County Bar Association and Buyer's mortgage lender, if any (the "Survey"). Both the Abstract and Survey shall be dated or re-dated after the date of acceptance, and Seller shall endeavor to deliver the Abstract and Survey along with the draft of the proposed deed to Buyer or Buyer's attorney within twenty (20) business days thereafter; and (2) At the Closing, to Buyer, a properly signed and notarized, (i) Warranty Deed with lien covenant (or Executor's, Administrator's or Trustee's Deed, if Seller holds title as such), (ii) carbon monoxide detector and smoke alarm affidavits, (iii) documents required by law, (iv) documents required by Buyer's lender, provided there is no cost or liability to Seller, and (v) assignment
		Marketability of Title. Seller shall convey good and marketable title to the Property in fee simple, free and clear of all liens and encumbrances. The Parties acknowledge and agree that good and marketable title to the Property, free and clear of all liens and encumbrances, means, without limit, that all gas, mineral, oil and timber rights will transfer with the Property to Buyer except as otherwise provided in Paragraph 5(F) above. However, Buyer agrees to accept title to the Property subject to: (a) restrictive covenants of record common to the tract or subdivision of which the Property is a part, provided these covenants have not been violated or the time for objection to any violation has expired, (b) public utility easements within fifteen (15) feet of lot lines which do not interfere with any existing improvements on the Property or with any improvements that Buyer may construct in compliance with all present restrictive covenants or record and zoning and building codes, and (c) fences deviating from the actual Property line one foot or less, provided the fence placement does not impair access to the Property from a right of way or cause the Property to be in violation of any restrictive covenant, easement or agreement of record or of any building, zoning or subdivision code. Seller and Buyer agree that potential objections revealed by the instrument survey map furnished pursuant to Paragraph 7(A)(1) above shall be resolved pursuant to the "Suggested Title Standards for Treating Discrepancies Revealed by Surveys" of the Monroe County Bar Association. Objections to Title. If Buyer raises a valid written objection to Seller's title which indicates that title to the Property is unmarketable, then Seller may cancel this Contract upon written notice to Buyer, and the deposit shall be returned to Buyer. However, if Seller: (a) is able to cure the objection on or before the Closing or (b) is able to insure the title objection and/or providing insurable title at
8.	BR	Seller's expense. If Seller fails to cure the title objection on or before the Closing Date, or if Buyer is unwilling to accept insurable title, Buyer may cancel this Contract upon written notice to Seller and the deposit shall be returned to Buyer. DKERS & MISCELLANEOUS.
٠.		Real Estate Broker.
		 □ (1) The Parties agree that brought about this purchase and sale. □ (2) It is understood and agreed by Buyer and Seller that no broker brought about this purchase and sale.
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Purchase and Sale Contract for Residential Property

(All Prior Versions are Obsolete)

DRAFT (Rev. 4-9-19)

Buyer's Initials

- (B) Attorney Disclaimer: In participating in the transaction, an attorney renders no opinion whatsoever as to the value of the Property. Unless an attorney has actual knowledge to the contrary, it should not be inferred from an attorney's participation in the transaction that the attorney knows, or is aware of, the facts behind the history of the price negotiations between the Parties.
- (C) Responsibility of Persons Under This Contract; Non-Assignability. If more than one person signs this Contract as Buyer, each person and any party who takes over that person's legal position will be responsible for keeping the promises made by Buyer in this Contract. If more than one person signs this Contract as Seller, each person or any party who takes over that person's legal position, will be fully responsible for keeping the promises made by Seller. However, this Contract is personal to the Parties and may not be assigned by either without the other's consent.
- (D) Notices.
 - (1) In General.
 - (i) Notices under this Contract shall be in writing and deemed delivered upon receipt. Except as otherwise provided in Paragraph 8(D)(2) below, notices under this Contract may be made by a party or by the attorney or the listing/selling agent for such party and may be received by the other party or by the attorney or the listing/selling agent for such other party. Seller and Buyer agree that notices under this Contract may be delivered to any address, fax number, and/or email set forth on the Administrative Information page of this Contract for a party, the attorney for a party, or the listing/selling agent for a party, as applicable.
 - (ii) Delivery of notices under this Contract shall be made by personal delivery, overnight courier, first class mail, fax, or email, except as otherwise provided in Paragraph 8(D)(2) below.
 - (iii) If delivery is made by personal delivery, the notice(s) delivered shall be deemed received on the date delivered. If delivery is made by overnight courier or first class mail, the notice(s) delivered shall be deemed received one calendar day, excluding Saturdays, Sundays and public holidays, following the date upon which the notice(s) are deposited with the overnight courier service with delivery charges prepaid or charged to sender's account or with the postal service with required postage affixed. If delivery is made by fax, the notice(s) transmitted shall be deemed received on the date the sender receives confirmation from the recipient's equipment that the entire transmission has been received. If delivery is made by e-mail, the notice(s) transmitted shall be deemed received on the date the sender's e-mail is located in the sent e-mail folder of the sender, except as otherwise provided in Paragraph 8(D)(2) below.
 - (2) Special Notices. Any (i) time of the essence notice, (ii) notice of cancellation or termination of the Contract, (iii) bump notice of Seller, (iv) Buyer's notice of removal of sale and transfer of title contingency, or (v) Buyer's notice of preservation of Buyer's transfer of title contingency made under this Contract (each, a "Special Notice") may only be made by a party or the attorney for such party and may only be received by the other party with a copy to such other party's attorney and to the listing/selling agent of such other party, if designated on this Contract. Further, if any Special Notice is delivered by e-mail, then a true and complete copy of the e-mailed Special Notice shall also be mailed by first class prepaid mail within one calendar day, excluding Saturdays, Sundays and public holidays, following the date of the e-mail, and the e-mailed Special Notice shall be deemed received on the date the sender's e-mail is located in the sent e-mail folder of the sender, provided the required mailing by first class prepaid mail is completed.
- (E) Entire Contract; Miscellaneous. This Contract when signed by both Buyer and Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the Property. This Contract may be signed in counterparts. No oral agreements or promises will be binding. Seller's representations in this Contract shall not survive after Closing. If any provision of this Contract is rendered invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions. This Contract shall be construed, enforced and interpreted under the laws of the State of New York, without regard to principles of conflicts of laws.
- Flectronic Signatures The Parties agree and consent that this Contract, and every demand, notice and objection given under

Records Act and applicable regulations. (G) Addenda. The following Addenda are incorporated Addenda		
 ☐ Agricultural Districts/Farming Activity Disclosure ☐ All Parties Agreement (FHA/VA) 	☐ Mediation☐ Personal Property Agreement	☐ Uncapped Natural Gas Well Disclosure
☐ Contingency Addendum	☐ Property Inspection	
☐ Electric Availability	☐ Rented Property	☐ Wayne County Disclosure
☐ Home Warranty	☐ Rented Property☐ Sale & Transfer of Title	Notice for all Residential Property
☐ Lead Compliance	☐ Short Sale Approval	☐ Well and Septic System
☐ Other:		·
OTHER TERMS. (If blank, this paragraph is not applied by provisions of any other paragraph of this Contract, the pro	cable) In the event of a conflict between	een the provisions of this paragraph and
OTHER TERMS. (If blank, this paragraph is not applied	cable) In the event of a conflict between	een the provisions of this paragraph and
OTHER TERMS. (If blank, this paragraph is not applied	cable) In the event of a conflict between	een the provisions of this paragraph and

☐ WAIVER OF BUYER'S ATTORNEY A	APPROVAL. This Con	ntract is not subject to Buyer's att	orney approval.
□ PROPERTY INSPECTION DECLINE Buyer elects not to conduct a Property Inspec		d the terms and conditions of the	Property Inspection Addendum and
Buyer	Date	Buyer	Date
Buyer	Date	Buyer	Date
 □ ACCEPTANCE OF OFFER BY SELL in the Contract. □ COUNTEROFFER BY SELLER. Sell 			
except as amended and modified as follow			ernis and conditions of the Contract
In any conflict of terms and conditions be	tween this counteroffer	and the Contract, the terms and	conditions of this counteroffer shal
prevail. This counteroffer shall expire on		, 20, at	m.
□ WAIVER OF SELLER'S ATTORNEY	APPROVAL. This Co	ontract is not subject to Seller's a	ttorney approval.
Seller	Date	Seller	Date
Seller	Date	Seller	Date
□ ACCEPTANCE OF COUNTEROFFE conditions set forth in the Contract.	R BY BUYER. Buy	er accepts the offer of Seller ar	nd agrees to sell on the terms and
Buyer	Date	Buyer	Date
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	ADMINIS	STRATIVE INFORMATION	
Property Address:			MLS#
Seller		Buyer	
Seller		Buyer	
Address		Address	
Telephone No.		Telephone No.	
Email address		Email Address	
Seller's Attorney		Buyer's Attorney	
Address		Address	
Telephone No.	Fax	Telephone No.	Fax
Email address		Email address	
LISTING Listing Broker	REAL ESTATE BROKER	Selling Broker	L ESTATE BROKER
NY License No.		NY License No.	
Address		Address	
Phone	Fax	Phone	Fax
Listing Agent		Selling Agent	
NY License No.		NY License No.	
Phone	Fax	Phone	Fax
Cell	Public ID#	Cell	Public ID#
Email Address		Email address	

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