

**Signature Page To Residential Contract Of Sale**

**THIS CONTRACT HAS BEEN APPROVED BY THE WESTCHESTER COUNTY BAR ASSOCIATION AND THE WESTCHESTER RWPC OF REALTORS, INC. AND IS VALID FOR CONTRACTS FULLY EXECUTED AND APPROVED PRIOR TO JUNE 30, 2010.**

**THE BROKERS INVOLVED IN THIS TRANSACTION CANNOT GIVE ANY LEGAL ADVICE NOR CAN THEY RECEIVE ANY COMPENSATION FOR PREPARING THIS INSTRUMENT, IT IS STRONGLY RECOMMENDED THAT THE PARTIES CONSULT THEIR RESPECTIVE ATTORNEYS TO OBTAIN THEIR ADVICE BEFORE SIGNING. THIS IS A LEGAL AND BINDING CONTRACT.**

**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 delivered to the attorneys for both parties. If PURCHASER'S or SELLER'S attorney provides such notification, then this Contract shall be deemed canceled, null and void, and all deposits or down payment shall be returned in full to PURCHASER.**

This agreement is subject to approval by the attorneys for buyer and seller. It is the obligation of the real estate agents to deliver this agreement to the attorneys for buyer and seller no later than three (3) business days after it is fully signed. If the contracts are not so delivered, the contracts shall be deemed canceled, null and void.

**IT IS ESSENTIAL THAT YOU CONSULT YOUR ATTORNEY WITHIN THE REVIEW PERIOD.**

**A. IDENTIFICATION OF PARTIES TO THE CONTRACT**

1. SELLER(S) - The Seller(s) is (are) \_\_\_\_\_  
Residing at \_\_\_\_\_  
Social Security or Federal I.D. No. \_\_\_\_\_  
Any other name(s) Seller(s) known by in past ten years: \_\_\_\_\_  
Business Number: \_\_\_\_\_ Home Number \_\_\_\_\_  
Fax Number \_\_\_\_\_

2. PURCHASER(s) - The Purchaser(s) is (are) \_\_\_\_\_  
Residing at \_\_\_\_\_  
Social Security or Federal I.D. No. \_\_\_\_\_  
Business Number: \_\_\_\_\_ Home Number \_\_\_\_\_  
Fax Number \_\_\_\_\_

**B. PROPERTY TO BE SOLD:**

The property and improvements which the Seller is agreeing to sell and which the Purchaser is agreeing to purchase is known as (address) \_\_\_\_\_ located in the city, village or town of \_\_\_\_\_ in Westchester County, State of New York (See separate page marked "Schedule A"). Tax Designation: \_\_\_\_\_

**C. ITEMS INCLUDED IN SALE (strike items not included) IF NONE, SO STATE AND IF "AS IS" STATE:**

Air conditioning equipment & installations	Heating & Lighting Fixtures, Ceiling Fans	Storm and Screen Doors
Alarm Systems	Mailbox	Storm Windows & Screens
Awnings	Mantels	Switch plates & door hardware
Built-in Bathroom and Kitchen Cabinets	Microwave	Television Aerials & Satellite Dishes
Compactor or Garbage Disposal Unit	Outdoor Statuary	Tool Shed
Cooking Fixtures	Oven	Wall-to-wall carpeting (Where installed)
Dishwasher	Plumbing Fixtures	Washing Machine
Door Mirrors	Pumps	Water Softener (if owned by Seller)
Drapery Rods and Curtain Rods	Range	Weather vane
Dryer	Refrigerator	Window boxes
Fireplace Inserts, doors and/or screens	Shades, Blinds, Window Treatments	Other: _____
Flagpole	Shrubby, Trees, Plants, Fencing	Other: _____
Freezer	Smoke & Carbon Monoxide Detectors	

**D. ITEMS EXCLUDED FROM SALE (IF NONE, STATE):**

The following items are excluded from the sale: \_\_\_\_\_

**E. PURCHASE PRICE:**

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

The Purchaser shall pay the purchase price as follows:

- a. \$ \_\_\_\_\_ deposit with this contract (by check payable to Seller's attorney).
- b. \$ \_\_\_\_\_ certified and/or official bank checks at closing
- c. \$ \_\_\_\_\_ TOTAL

**F. MORTGAGE CONTINGENCY:**

- 1. Amount of Mortgage \$ \_\_\_\_\_
- 2. Date before which Purchaser must obtain commitment letter \_\_\_\_\_
- 3. Lending Institution: \_\_\_\_\_

**G. CLOSING DATE:** \_\_\_\_\_ ON OR ABOUT \_\_\_\_\_ NO LATER THAN \_\_\_\_\_  
(this is not intended to make "time of the essence")

**H. a. LISTING BROKER INFORMATION: (names, addresses, telephone numbers, fax numbers):**

\_\_\_\_\_  
\_\_\_\_\_  
Individual salesperson or broker: \_\_\_\_\_

b. SELLING BROKER INFORMATION: (names, addresses, telephone numbers, fax numbers):

\_\_\_\_\_  
\_\_\_\_\_  
Individual salesperson or broker: \_\_\_\_\_

c. The commission payable by the Seller to the Listing Broker is in the amount of \$ \_\_\_\_\_, as agreed.

I. ATTORNEY INFORMATION: (names, addresses, telephone numbers, fax numbers):  
Seller's \_\_\_\_\_ attorney: \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

The down payment paid by Purchaser(s) shall be held by Seller's attorney pursuant to Paragraph 6 of the annexed form contract in (a non-interest bearing) (an interest bearing) account at \_\_\_\_\_ Bank, located at \_\_\_\_\_, New York.

Purchaser's attorney: \_\_\_\_\_  
Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

J. LEAD DISCLOSURE STATEMENT AND RIDER ATTACHED? Yes / No (circle one) (Contract not effective without if property is pre-1978, etc.)

K. SURVEY? Yes / No (circle one)

L. SCHEDULE "A" LEGAL DESCRIPTION ATTACHED? Yes / No (circle one) (Contract not effective without)

M. SCHEDULE "B" (EASEMENTS, COVENANTS, RESTRICTIONS, LIENS, ETC.) ATTACHED? Yes / No (circle one)

N. PROPERTY CONDITION DISCLOSURE STATEMENT (Contract Not Effective Without)

Purchaser herein acknowledges that Seller has provided a Property Condition Disclosure Statement in accordance with Section 462 of the Real Property Law of the State of New York. The aforementioned Property Condition Disclosure Statement is annexed hereto and is made a part hereof. Purchaser acknowledges that in addition to Purchaser's acknowledgment as set forth in the Property Condition Disclosure Statement, Purchaser is relying solely upon the Purchaser's personal inspection of the premises and/or the inspections made on Purchaser's behalf by engineers, laboratories, home inspection services, termite and pest inspectors, etc. Purchaser acknowledges that Purchaser agrees to accept title to the premises with the property in its "as is" condition and that this provision will be strictly construed. Purchaser agrees that for purposes of this contract that Purchaser has not relied upon any of the statements made by the Seller in the Property Condition Disclosure Statement annexed hereto and that except as specifically set forth in the Contract of Sale, no representations, warranties or guarantees have been made to the Purchaser. Purchaser acknowledges that Purchaser shall have no recourse to the Seller for any conditions in the property or at the property which are discovered by Purchaser after the delivery of the deed to be conveyed hereunder and any and all representations of Seller shall be deemed to be merged in the delivery of the deed and shall not survive the closing. This provision shall similarly be strictly construed.

ADDITIONAL DOCUMENTS ATTACHED: (Check if applicable)

Copies of the following documents are required to make this a binding contract:

- PRIOR DEED
- CERTIFICATE OF OCCUPANCY OR LETTER IN LIEU THEREOF:
  - HOUSE  ADDITIONS  OTHER  LETTER IN LIEU OF CERTIFICATE OF OCCUPANCY
- NEW YORK STATE AGENCY DISCLOSURE (§443)
- DOWN PAYMENT CHECK

Copies of the following documents are requested but are not required to make this a binding contract:

- COPY OF SELLER'S MORTGAGE ACCOUNT STATEMENT (EXISTING MORTGAGE)
- PREAPPROVAL/PREQUALIFY LETTER ATTACHED
- CURRENT TAX BILLS AND NOTICE OF ANY EXEMPTION(S)
- PRIOR TITLE REPORT, if available
- SURVEY, if available
- SUPPLEMENTAL RIDER (if any) (NOT TO BE PREPARED BY BROKER)
- OTHER (WELL LOG, SEPTIC PLANS, WARRANTIES, ETC.)

This Signature Page must only be used in connection with the sale and purchase of a single family home located in Westchester County and have annexed thereto the form of Contract prepared by the Real Property Law Section of the New York State Bar Association and the Committee on Real Property Law of the Association of the Bar of the City of New York as modified by written inserts.

Date Signed by Seller(s) \_\_\_\_\_

Date Signed by Purchaser(s) \_\_\_\_\_

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
PURCHASER

Sellers' attorney does hereby acknowledge receipt of the down payment and agrees to act in accordance with the provisions of Paragraph 6 of the form contract which is hereby approved by Sellers' attorney:

APPROVED BY SELLERS' ATTORNEY  
(facsimile signature is acceptable)

\_\_\_\_\_ Dated \_\_\_\_\_  
\_\_\_\_\_ Dated \_\_\_\_\_

DISAPPROVED BY SELLERS' ATTORNEY  
(facsimile signature is acceptable)

\_\_\_\_\_ Dated \_\_\_\_\_  
\_\_\_\_\_ Dated \_\_\_\_\_

APPROVED BY PURCHASERS' ATTORNEY  
(facsimile signature is acceptable)

DISAPPROVED BY PURCHASERS' ATTORNEY  
(facsimile signature is acceptable)