

**NOTICE
To Buyer and Seller**

Read this Notice Before Signing the Contract

The Law requires real estate brokers to give you the following information before you sign this contract. It requires us to tell you that you must read all of it before you sign. The purpose is to help you in this purchase or sale.

- 1) As a real estate broker, I represent the seller, not the buyer; the buyer, not the seller; both the seller and the buyer; neither the seller nor the buyer. The title company does not represent either the seller or the buyer.

- 2) You will not get any legal advice unless you have your own lawyer. Neither I nor anyone from the title company can give legal advice to either the buyer or seller. If you do not hire a lawyer, no one will represent you in legal matters now or at the closing. Neither I nor the title company will represent you in those matters.

- 3) The contract is the most important part of the transaction. It determines your rights, risks, and obligations. Signing the contract is a big step. A lawyer would review the contract, help you to understand it, and to negotiate its terms.

- 4) The contract becomes final and binding unless your lawyer cancels it within the following three business days. If you do not have a lawyer, you cannot change or cancel the contract unless the other party agrees. Neither can the real estate broker nor the title insurance company change the contract.

- 5) Another important service of a lawyer is to order a survey, title report, or other important reports. The lawyer will review them and help to resolve any questions that may arise about the ownership and condition of the property. These reports and survey can cost you a lot of money. A lawyer will also prepare the documents needed to close title and represent you at the closing.

- 6) A buyer without a lawyer runs special risks. Only a lawyer can advise a buyer about what to do if problems arise concerning the purchase of this property. The problems might be about the seller's title, the size and shape of the property, or other matters that may affect the value of the property. If either the broker or the title company knows about the problems, they should tell you. But they may not recognize the problem, see it from your point of view, or know what to do. Ordinarily, the broker and the title company have an interest in seeing that the sale is completed, because only then do they usually receive their commissions. So, their interests may differ from yours.

- 7) Whether you retain a lawyer or not it is up to you. It is your decision. The purpose of this notice is to make sure that you have the information needed to make your decision.

Seller _____

Buyer _____

Seller _____

Buyer _____

Date _____

Date _____

Selling Broker _____

Date _____



RESIDENTIAL BROKERAGE

CONTRACT OF SALE

THIS IS A LEGALLY BINDING CONTRACT THAT WILL BECOME FINAL WITHIN THREE (3) BUSINESS DAYS. DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THE CONTRACT. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS

Sales Office Address: _____

Sales Office Telephone: _____ Sales Office Fax: _____

Sales Agent: _____

DATE: _____

1. PURCHASE AGREEMENT AND PROPERTY DESCRIPTION:

_____ (“Buyer”) agrees to purchase from _____ (“Seller”) and the Seller agrees to sell to Buyer through the REALTOR(S) named in this Contract, at the price and terms as stated below, the following Property: Property Address: _____

Shown on the municipal tax map of _____ as Block _____ Lot _____

2. PURCHASE PRICE:

The total purchase price is: \$ _____

3. MANNER OF PAYMENT:

A. Deposit paid on signing of this Contract by cash _____ or check # _____, \$ _____ for which this is a receipt:

B. Additional deposit on or before Month _____ Day _____ Year _____, \$ _____

All deposit monies paid by Buyer shall be held in the non-interest bearing trust account by one of the following:

- Buyer’s Attorney
Seller’s Attorney
COLDWELL BANKER RESIDENTIAL BROKERAGE (“COLDWELL BANKER”)

until closing of title (“Closing”), unless otherwise stated herein, at which time all such monies shall be paid over to Seller. The deposit monies shall not be paid over to Seller, prior to Closing, unless agreed in writing by both Buyer and Seller. If title fails to close or if this Contract is canceled by either party as provided in this Contract, the deposit monies will be disbursed in accordance with the written authorization of all parties to this Contract, delivered to COLDWELL BANKER, setting forth the agreed upon manner in which the monies are to be distributed. If the parties cannot agree on the distribution of the deposit monies, any expenses required to be undertaken by COLDWELL BANKER in connection with that disagreement shall be borne equally by Seller and Buyer. Any requirements to return monies placed in escrow with COLDWELL BANKER will be met only when the COLDWELL BANKER Trust Account has been credited for the full amount of the check from the institution on which the check was drawn. Buyer and Seller agree that COLDWELL BANKER may deposit the monies referred to herein in a financial institution chosen by COLDWELL BANKER, provided that COLDWELL BANKER or any of its related companies does not receive, obtain, or use any interest earned on the funds for its own personal or business use.

C. If performance by Buyer is contingent upon obtaining a mortgage, Buyer agrees to apply within three business days for a mortgage loan. Buyer shall apply for what is commonly known as the (F.H.A.) (V.A.) (Conventional) _____ year plan, with interest and points at prevailing rates. If Buyer is unable to obtain a mortgage commitment, Buyer may cancel this Contract by so notifying Seller on or before Month _____ Day _____ Year _____; if Buyer does not so notify Seller, Buyer waives his rights under this sub-section.

The amount of the mortgage loan which Buyer requires in order to complete the purchase is: \$ _____

D. Balance of Purchase Price: The balance of the Purchase Price shall be paid by cash, certified check or attorney’s trust account check at the closing: \$ _____

TOTAL PURCHASE PRICE: \$ _____

4. CLOSING:

The estimate date of the Closing will be on or about _____, and at the office of COLDWELL BANKER or such other place as Seller and Buyer may agree.

5. RIGHTS AND OBLIGATIONS OF SELLER:

A. SELLER’S RIGHT AND ABILITY TO PAY CLAIMS AT CLOSING:

Seller shall have the right to pay off any person with a claim or right affecting the Property from the proceeds of this sale at the closing. Seller represents that the amount required to pay or cancel any such claims or rights, as well as the REALTOR’S commissions, does not now and will not on the date of Closing exceed the amount of the purchase price or that Seller has sufficient additional monies to pay those amounts. Seller represents that Seller is not the subject of a bankruptcy petition and that the property is not the subject of a foreclosure action and that, if either of the conditions change, Seller will immediately notify Buyer.

B. IRS DISCLOSURE: Seller is not a “foreign person” as such is defined under Section 1445 (f) (3) of the Internal Revenue Code, as amended (“the Code”), and Seller is not a “United States Real Property Holding Corporation”, as such term is defined under Code Sections 1445 (b) (3) and 897 (c) (2), during the applicable period specified in Code Section 897 (c) (i) (a) (iii), relating to the transfer of U.S. real property interests by foreign persons. Seller shall deliver such documentation as required under Section 1445 of the Code to establish that Seller is not subject Code. If Seller fails to deliver such documentation now or

Initial: Buyer _____ Seller _____

Buyer _____ Seller _____

67 prior to Closing or if Buyer is not entitled to rely on Seller's "Non-to the withholding requirements of Section 1445 of the
68 Foreign Affidavit" because of actual knowledge or notice that such Affidavit is false, then Buyer may withhold at the Closing the
69 payment of up to ten percent (10%) of the sales price, as required by the provisions of Section 1445 of the Code.

70
71
72 C. RISK OF LOSS: The risk of loss or damage to the Property by fire or otherwise, except ordinary wear and tear, is on
73 Seller until the Closing.

74
75 D. QUALITY OF TITLE: At the Closing, Seller shall deliver to Buyer a Bargain and Sale Deed, with Covenants against
76 Grantor's Acts, (the "Deed"), as well as the customary Affidavit of Title. The Deed shall contain a full legal description of the
77 Property. Title to the Property shall be insurable at regular rates, by any reputable title insurance company licensed to do
78 business in the State of New Jersey. The dimensions of the Property shall be set forth on a survey which shall be ordered by
79 Buyer at Buyer's expense. The sale is subject to easements and restrictions of record, if any, and such state of facts as an
80 accurate survey might disclose. An easement is a right of a person, other than the owner of the property, to use a portion of the
81 property for a special purpose. A restriction is a recorded limitation on the manner in which a property owner may use a
82 property. Buyer does not have to complete the purchase, however, if any easement, restriction or facts disclosed by an accurate
83 survey would substantially interfere with the use of the Property for residential purposes. The sale is also subject to applicable
84 zoning ordinances.

85
86 E. TENANTS: Seller warrants that no tenant has an interest in the Property, except as may be stated under the Section of
87 this Contract entitled "Additional Contractual Provisions".

88
89 F. GOVERNMENTAL PERMITS: At Seller's expense, Seller shall obtain all approvals, permits or certificates which are
90 required from any governmental agency in order to effectuate the sale, including all necessary certificates of occupancy,
91 certificates of continued occupancy and/or smoke detector certificates. If Seller has made any additions, structural changes or
92 other alterations to, in or about the premises, (a) Seller represents that all necessary permits or approvals were obtained and such
93 work was done in compliance with applicable building codes, and (b) Seller will provide Buyer with all documentation of such
94 work.

95
96 G. MAINTENANCE OF PROPERTY: Seller agrees to maintain the grounds, buildings and improvements, subject to
97 ordinary wear and tear, until Closing. The Property shall be in "broom clean" condition on the date of Closing.

98
99 **6. RIGHTS AND OBLIGATIONS OF BUYER:**

100 A. BUYER'S RIGHT TO POSSESSION: Buyer shall be entitled to possession of the Property and any rents or profits
101 from the Property, immediately upon the delivery of the Deed at the Closing.

102
103 B. BUYER FINANCIALLY ABLE TO CLOSE: Buyer represents that Buyer has sufficient cash available (together with
104 the mortgage or mortgages referred to in Section 3) to complete this purchase.

105
106 **7. CONDITION OF PROPERTY; INSPECTIONS:**

107 A. NECESSITY FOR INSPECTIONS: Seller and Buyer acknowledge that the sale and purchase of a home is one of the
108 most significant undertakings in which a person will ever be involved in a lifetime. The Realtors and salespersons involved in
109 this transaction acknowledge that they have no special training or experience with respect to the complexities of the structural,
110 topographic or environmental aspects of the Property. For example, they have no special training or experience in discovering or
111 evaluating defects in the roof, basement, mechanical systems (heating, air-conditioning, electrical, plumbing, sewage) or
112 structure of the buildings on the property or insect infestation or the existence of radon gas, asbestos, mold, underground storage
113 tanks or other contaminating substances. Additionally, purchasers of properties with private sewer disposal systems are urged to
114 consult with a professional engineer and the local municipality regarding the sufficiency of the system. Seller and Buyer have
115 not relied on any statements made to them by the Realtors or salespersons as to the above matters in connection with their
116 decision to sell or buy the Property.

117
118 B. MECHANICAL SYSTEMS: "AS IS" CONDITION: Seller represents that on the date of Closing, the mechanical
119 systems, including the heating, air-conditioning, plumbing and electrical systems, shall be in working order; these
120 representations shall not survive the Closing. Except as represented above and elsewhere in this Contract, the Property is being
121 sold in "As Is" condition.

122
123 C. NOTICE REGARDING CONTAMINANTS: Certain health risks have been associated by government agencies with
124 the presence of Urea-Formaldehyde Foam Insulation ("UFFI"), radon gas (portions of New Jersey are affected by radon gas),
125 asbestos, underground storage tanks or other contaminating substances. No representation has been made by either Seller or the
126 REALTOR(S) as to the presence or absence of UFFI, radon gas, asbestos or other contaminating substances at the Property.

127
128 D. _____ NEW CONSTRUCTION: NOTIFICATION REGARDING OFF-SITE CONDITIONS: Pursuant to the "New
129 Residential Construction Off-Site Conditions Disclosure Act," P.L. 1995, c.253, N.J.S.A. 46: 3C-1 et seq. sellers of newly
130 constructed residential real estate are required to notify purchasers of the availability of lists disclosing the existence and location
131 of off-site conditions which may affect the value of the residential real estate being sold. The lists are to be made available by the
132 municipal clerk of the municipality within which the residential real estate is located and in other municipalities which are within
133 one-half mile of the residential real estate. The address(es) and telephone number(s) of the municipalities relevant to this
134 property are listed below. Purchasers are encouraged to exercise all due diligence in order to obtain any additional or more recent
135 information that they believe may be relevant to their decision to purchase the residential real estate. Purchasers are also
136 encouraged to undertake an independent examination of the general area within which the residential real estate is located in
137 order to become familiar with any and all conditions which may affect the value of the residential real estate.

138
139 If this is a new construction, the purchaser has five (5) business days from the date the contract is executed by the purchaser and
140 the seller to send notice of cancellation of the contract to the seller. The notice of cancellation shall be sent by certified mail. The

141
142 Initial: Buyer _____ Seller _____

143
144 Buyer _____ Seller _____

145 cancellation will be effective upon the notice of cancellation being mailed. If the purchaser does not send a notice of cancellation
146 to the seller in the time or manner described above, the purchaser will lose the right to cancel the contract as provided in this
147 notice.
148

149 MUNICIPALITY _____

150 ADDRESS _____

151 TELEPHONE NUMBER _____

152
153 E. _____ RESALE: NOTICE OF OFF-SITE CONDITIONS: Pursuant to the "New Residential Construction Off-Site Conditions
154 Disclosure Act," P.L. 1995, c.253, N.J.S.A. 46: 3C-1 et seq. the clerks of municipalities in New Jersey maintain lists of off-site
155 conditions which may affect the value of residential properties in the vicinity of the off-site condition. Purchasers may examine
156 the lists and are encouraged to independently investigate the area surrounding this property in order to become familiar with any
157 off-site conditions which may affect the value of the property. In cases where a property is located near the border of a
158 municipality, purchasers may wish to also examine the list maintained by the neighboring municipality.
159

160 MUNICIPALITY _____

161 ADDRESS _____

162 TELEPHONE NUMBER _____

163
164 F. PHYSICAL INSPECTION: This Contract is contingent upon Buyer obtaining at Buyer's expense and furnishing to
165 Seller a written inspection report of the presence of UFFI, asbestos, mold or other contaminating substances and the functioning
166 air conditioning, plumbing, heating, electrical, roof, well (if applicable), basement and structural aspects of all buildings on the
167 Property made by a reputable inspection firm within ten (10) calendar days of the date of delivery of the signed Contract to Buyer
168 and Seller. In the event the inspection report discloses any structural damage or other deficiencies in any of foregoing items,
169 Seller must notify Buyer, in writing, within five (5) calendar days after receiving the inspection report whether Seller intends to
170 remedy such damage or deficiencies. If Seller is unwilling to remedy the deficiencies and correct all of the damage or
171 deficiencies, then either party may void this Contract unless Buyer agrees, in writing, within five (5) calendar days of receipt of
172 Seller's written notice, to accept the Property in an "AS-IS" state. If Seller is willing to remedy all deficiencies and correct all
173 damage, prior to Closing, then this Contract shall be binding. In the event this Contract is voided as provided herein, then Buyer
174 shall be entitled to a refund of Buyer's deposit plus all interest accrued which may be due to Buyer.
175

176 G. SEPTIC INSPECTION: It is agreed that Buyer may have tests made of the existing soil on the Property at Buyer's
177 expense within ten (10) calendar days of the date of delivery of the signed Contract to Buyer and Seller, by a sanitary engineer,
178 reputable testing service or a governmental official or agency having jurisdiction to determine whether the existing soil meets all
179 of the governmental standards for individual subsurface sewage disposal systems pursuant to N.J.A.C. 7:9A-1.1 et seq. to service
180 the dwelling and any other buildings on the Property. If the test results are satisfactory, i.e. there are no violations of applicable
181 governmental standards, this Contract shall be binding. If the test results are not satisfactory, Buyer shall be entitled to a return of
182 Buyer's deposit plus all accrued interest which may be due to Buyer.
183

184 H. PEST INFESTATION INSPECTION: This Contract is contingent upon Buyer obtaining at Buyer's expense and
185 furnishing to the Seller an inspection report made by a reputable exterminator, within ten (10) calendar days of the date of
186 delivery of the signed Contract to Buyer and Seller, showing evidence or lack of evidence, of termite, carpenter ant or other wood
187 boring insect or bee infestation or evidence of damage to the dwelling or any other buildings on the Property. The contingency
188 set forth in this Section shall be deemed waived unless the report is furnished to Seller within the time provided. If there is no
189 such infestation or damage, or if there was infestation and/or damage but all of the same has been corrected, this Contract shall be
190 binding. Seller shall have the right to pay for the cost of exterminating and repair prior to Closing or void this Contract. If Seller
191 agrees to pay for the cost, this Contract shall be binding. If Seller notifies Buyer that it intends to void this Contract, Buyer may
192 notify Seller within five (5) calendar days thereafter, in writing, that Buyer waives the benefits of this contingency in which event
193 Buyer shall be obligated to close without any abatement in the Purchase Price. In the event that Buyer fails to notify Seller that
194 Buyer waives the benefit of this contingency, then this Contract shall be voided and Buyer shall be entitled to a refund of Buyer's
195 deposit plus all interest accrued which may be due to Buyer.
196

197 I. RADON INSPECTION: This Contract is contingent upon the Buyer obtaining at Buyer's expense and furnishing to the
198 Seller a certification of the level of radon gas in the Property made by a reputable inspection firm within ten (10) calendar days of
199 the date of delivery of the signed Contract to Buyer and Seller. Pursuant to N.J.S.A. 26:2D-73, Buyer has a right to receive the
200 results of previous radon tests conducted at the Property. In the event the presence of radon gas is in excess of four (4) picocuries
201 per liter, or any applicable standard promulgated by the DEP and the EPA, Seller must notify Buyer, in writing, within ten (10)
202 calendar days after receiving the report whether Seller will make the necessary installations and repairs to reduce the level of
203 radon gas prior to Closing below the applicable requirement or standard. If Seller agrees to make the necessary installations and
204 repairs, this Contract shall be binding. If the level is not so reduced and a certification furnished to that effect by Seller to Buyer,
205 Buyer may void this Contract by notifying Seller in writing and Buyer shall be entitled to a return of Buyer's deposit plus all
206 accrued interest which may be due to Buyer or waive the unremedied condition and take title without an abatement in the
207 Purchase Price.
208

209 J. FLOOD AREA: The Federal and State governments have designated certain areas as "flood areas". This means that they
210 are more likely to have floods than other areas. If the Property is in a "flood area", Buyer may cancel this Contract within ten (10)
211 calendar days of the date of receipt of the signed Contract by Buyer and Seller. If this Contract is not canceled by Buyer within
212 the time period, Buyer waives Buyer's rights under this Section.
213

214 **K. SMOKE DETECTOR AND CARBON MONOXIDE COMPLIANCE CERTIFICATE (CSDCMAC); FIRE**
215 **EXTINGUISHER:**

216 Pursuant to N.J.A.C. 5:70-2.3 Seller shall provide Buyer with a CSDCMAC from the appropriate enforcing agency prior to
217 closing. Said certificate is required for all one-and-two-family dwellings. It is not required if the Property does not contain a
218 fuel-burning device or an attached garage.

219 Not applicable because the Property does not contain a fuel-burning device or an attached garage.
220

221 Pursuant to N.J.A.C. 52:27D-198.1 Seller warrants that the Property is equipped with at least one portable fire extinguisher
222

223 Initial: Buyer _____ Seller _____

224 Buyer _____ Seller _____
225

226 L. PRIVATE WELL TESTING ACT: Pursuant to N.J.S.A. 58:12A-26 through 37, if the property's potable water supply is
227 from a private well, testing by a NJ DEP certified lab is required if the private well: (1) has less than 15 connections; or (2) does
228 not service 25 persons at least 60 days per year. At closing, both buyer and seller will acknowledge in writing receipt of the water
229 test results.
230

231 **a) Point-of-Entry Treatment (POET) Systems**

232 Pursuant to N.J.A.C. 7:1J-2.5 (c), the seller of a property with a POET system that was installed and maintained at the
233 expense of the Spill Fund must notify the Department of Environmental Protection within 30 days of executing a binding
234 contract that the property is to be sold
235

236 M. LEAD-BASED PAINT:

237 Seller discloses the dwelling was was not constructed prior to 1978. If constructed prior to 1978, see Lead-Based Paint
238 Disclosure attached.
239

240 _____
241 Seller's initials

240 _____
241 Seller's initials

242 N. PRE-CLOSING INSPECTION: Seller agrees to permit Buyer or Buyer's duly authorized representative to examine the
243 interior and exterior of the Property at any reasonable time immediately before the Closing.
244

245
246 O. MEGAN'S LAW STATEMENT: Under New Jersey Law, N.J.S.A. 2C:7-6 through 11, the county prosecutor provides
247 notice of the presence of convicted sex offenders in an area to only homeowners. Realtors and salespersons are not entitled to
248 notification by the county prosecutor under Megan's Law and they are unable to obtain such information for you. Upon closing,
249 the county prosecutor may be contacted for such further information.
250

251 **8. MISCELLANEOUS:**

252 A. ADJUSTMENTS AT CLOSING: Rents, charges for water, sewer and trash removal, real estate taxes, interest on any
253 existing mortgage to be assumed by Buyer and fuel are to be apportioned as of the Closing. All assessments which may be
254 imposed by the municipality for public improvements which have been completed as of the date of this Contract are to be paid in
255 full by Seller or credited to Buyer at the Closing.
256

257 B. NO ASSIGNMENT: This Contract shall not be assigned without the written consent of Seller. This means that Buyer
258 may not transfer to anyone else Buyer's rights under this Contract to buy the Property.
259

260 C. AGREEMENT TO DISCONTINUE SHOWING OF PROPERTY: If, after the attorney review period expires, neither
261 attorney has disapproved this Contract and it has become final, subject to any contingencies contained in this Contract, Seller
262 directs the REALTORS and all cooperating agents not to show the Property to other prospective buyers.
263

264 D. ITEMS INCLUDED IN SALE: Gas and electric fixtures, cooking ranges and oven, water heaters, linoleum, TV
265 antenna, screens, storm windows, shades, blinds, curtain rods, awnings, radiator covers and heating apparatus, if any, are included
266 in this sale. The following items are also specifically included:
267

268 _____
269 _____
270 _____
271 _____

272
273 E. ITEMS EXCLUDED FROM SALE: _____

274 _____
275 _____
276 _____
277 _____

278
279 F. ADDITIONAL CONTRACTUAL PROVISIONS, IF ANY (special mortgage provision, tenancies, New Jersey Hotel and
280 Multiple Dwelling and Safety Act, Buyer qualified for G.I. Loan, etc.):
281

282 _____
283 _____
284 _____
285 _____
286 _____
287 _____
288 _____
289 _____

290
291 Initial: Buyer _____ Seller _____
292
293 Buyer _____ Seller _____

294 G. REALTOR(S) COMMISSION:
295 Seller agrees to pay the named REALTOR(S) for services rendered in procuring this sale, a commission as follows:
296
297

Selling REALTOR _____ Commission _____
(Agent) (Company)
Address _____ Phone# _____
Listing REALTOR _____ Commission _____
(Agent) (Company)
Address _____ Phone# _____

298
299 The commission shall be earned when all conditions to this Contract have been either satisfied or waived. The commission shall
300 be due and payable at the Closing and shall be paid out of the proceeds of the sale by certified check, bank check or attorney trust
301 account check. The commission shall be a lien on the Property and the proceeds of the sale until it is paid. In the event that the
302 Seller or Buyer breaches this Contract, the commission shall become immediately due and payable by the breaching party.
303

304
305 H. ATTORNEY REVIEW
306 1. *Study by Attorney.*
307 Buyer or Seller may choose to have an attorney study this Contract. If an attorney is consulted, the attorney must
308 complete his or her review of this Contract within a three-(3) day period. This Contract will be legally binding at the end
309 of this three-(3) day period unless an attorney for Buyer or Seller reviews and disapproves of this Contract.
310

311 2. *Counting the Time.*
312 You count the three-(3) days from the date of delivery of the signed contract to Buyer and Seller. You do not count
313 Saturdays, Sundays or legal holidays. Buyer and Seller may agree in writing to extend the three-(3) day period for
314 attorney review.
315

316 3. *Notice of Disapproval.*
317 If an attorney for Buyer or Seller reviews and disapproves of this Contract, the attorney must notify the REALTOR(S)
318 and the other party named in this Contract within the three-(3) day period. Otherwise, this Contract will be legally
319 binding as written. The attorney must send the notice of disapproval to the REALTOR(S) and to the other party by
320 certified mail, by telegram or by delivering it personally. The telegram or certified letter will be effective upon sending.
321 The personal delivery will be effective upon delivery to the REALTOR'S office and to the other party. The attorney may
322 also, but need not, inform the REALTOR(S) or the other party of any suggested revision(s) in the Contract that would
323 make it satisfactory.
324

325 I. AGENCY DISCLOSURE:
326 ****If dual agency, do not complete #1, go to #2.**
327
328

329 1. Seller is represented by _____(Brokerage Company) with the Listing
330 Sales Associate being _____.
331
332
333
334

335 Buyer is represented by COLDWELL BANKER, with the Selling Sales Associate being _____
336 _____.
337
338

339 (or check one)
340
341

342 Buyer is not represented by any broker or agent in this transaction.
343
344 Check Paragraph 2 only if **Dual Agency**.
345

346 2. The parties confirm that COLDWELL BANKER is representing both Seller and Buyer, that they consent to this dual
347 agency, and that they have agreed to the following terms regarding this dual agency:
348 2.1 COLDWELL BANKER is obligated to treat both parties honestly, equally and in good faith.
349 2.2 The parties agree that COLDWELL BANKER and the sales associate or associates will remain impartial. The sales
350 associate or associates and COLDWELL BANKER will keep confidential information as to a party's flexibility
351 regarding price and the negotiation of other contract terms, including a party's motivation regarding those terms, unless
352 that party first consents to disclosure or such disclosure is required by law. All other material information obtained by the
353 sales associate or associates either before or in the course of the dual agency is to be disclosed to both parties.
354

355 3. The parties acknowledge that the agency relationship(s) described above were previously disclosed to the parties.
356

357 4. The parties are aware that the following parties have a special relationship to COLDWELL BANKER or one of its sales associates
358 (Name party, name sales associate, and describe special relationship. If none, write N/A.). _____
359

360 5. By signing below the Sellers and Buyers ACKNOWLEDGE they received the CONSUMER INFORMATION
361 STATEMENT from the brokerage firms involved in this transaction prior to the first showing of the Property.
362

363 Initial: Buyer _____ Seller _____
364 Buyer _____ Seller _____
365
366

367 K. HOME PROTECTION PLAN

368 A home protection plan covering Buyer has has not been purchased in the amount of \$ _____
369 to be paid for by Buyer or Seller at the time of Closing.

371 L. ENTIRE AGREEMENT: This Contract contains the entire agreement of the parties. No representations have been made
372 by any parties, the REALTOR(S) or their agents, except as set forth in the Contract.

374 WITNESS SELLER (1) DATE
375 _____
376 _____
377 _____

379 WITNESS SELLER (2) DATE
380 _____
381 _____
382 _____

384 WITNESS BUYER (1) DATE
385 _____
386 _____
387 _____

389 WITNESS BUYER (2) DATE
390 _____
391 _____
392 _____

394 Seller's Address (1): _____ Tele: _____

397 Seller's Address (2): _____ Tele: _____

400 Buyer's Address (1): _____ Tele: _____

403 Buyer's Address (2): _____ Tele: _____

405 Seller's Attorney:

407 _____
408 Name Address Telephone

410 Buyer's Attorney:

412 _____
413 Name Address Telephone

415 Initial: Buyer _____ Seller _____

417 Buyer _____ Seller _____



Dual Agency Consent

(Required on all In-House Coldwell Banker Residential Brokerage/NJ Transactions)

Buyer and seller have previously consented to Coldwell Banker Residential Brokerage acting as dual agents should that situation arise (Statements of Disclosure Brochure).

A Dual Agency situation has arisen because Buyer Client and Seller Client or Multiple Buyer Clients are working with a Coldwell Banker Residential Brokerage/NJ Sales Associate/s with regard to:

Property Address _____

As the Buyer Client or Seller Client, I/we hereby consent to Coldwell Banker Residential Brokerage acting in a Dual Agency capacity.

Date: _____

Client(s)

Signature: _____

Initial: Buyer _____ Seller _____
Buyer _____ Seller _____



RESIDENTIAL BROKERAGE