



PURCHASE AND SALE CONTRACT FOR HOUSING WITHOUT LAND

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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.

TO: _____ and _____ (the "Seller")

FROM: _____ and _____ (the "Buyer")

Buyer offers to purchase the "House" described below from Seller on the following terms stated in this Purchase and Sale Contract for Housing Without Land as well as the Addenda referenced herein and attached hereto (collectively, the "Contract"): Seller and Buyer may each be referred to individually as a "Party" and collectively as the "Parties."

1. PROPERTY.

(A) Description; Seller's Power and Authority. The House is that dwelling structure and related improvements located at: _____ (address), in the [] Town [] City [] Village of _____, County of _____, State of New York, Zip _____ ("Land") and (if applicable) within _____ (name of park) on Lot # _____. Seller represents Land is owned and/or managed by: _____ ("Landlord").

[] If Manufactured: Year _____ Make _____ Model _____ Serial Number _____ Size _____ and further described as _____.

Seller represents to Buyer that: (i) Seller owns the House and has the power and authority to sell it, (ii) Seller is not in bankruptcy, and (iii) Seller has sufficient funds (including the proceeds from this sale) to close this transaction and pay Seller's closing expenses.

(B) Land Rent. Buyer agrees to pay (check one) [] monthly [] annual [] other _____ rent of \$ _____ ("Rent") currently required to lease the Land on which the House sits. Seller represents to Buyer as of the date of acceptance and the Closing Date (as hereinafter defined below in Paragraph 6(B)) that Seller has paid all Rent owed (or if any is unpaid, Seller shall pay such unpaid Rent on or before Closing (as hereinafter defined below in Paragraph 2(A)) and has not received any written notice of a proposed increase in the Rent, which representations will survive Closing. Seller also represents to Buyer as of the date of acceptance and the Closing Date that Rent includes or the Landlord is otherwise responsible for the following items and services:

- [] Clubhouse [] Maintenance of Common Elements and Common Areas [] Reserves
[] Common Area Snow Removal [] Security
[] Common Area Taxes [] Management Fee [] Tennis
[] Exercise [] Playground [] Trash Collection
[] Pool [] Water/Sewer
[] Other _____

(C) Other Items Included in Purchase. Any of the following items and all related equipment and accessories for such items now in or on the House are included in this purchase and sale, which Seller represents are owned by Seller: All awnings, carbon monoxide detectors, central vacuum system, curtain and traverse rods, electric garage door opener and remote control devices, exhaust fans, fences, fireplace screens and enclosures, flowers, garbage disposal, heating systems (except as provided in Paragraph 5(C)), hoods, intercom equipment, lighting fixtures, ceiling fans, mail box, plumbing systems, septic and private water systems, satellite dishes, screens, security systems and security codes, sheds, shrubs, smoke detectors, storm doors, storm windows, sump pumps, swimming pool, TV antennae, trees, underground pet containment fencing with transmitter and collar receivers(s), wall-to-wall carpeting and runners, water softeners, window boxes, window blinds and shades, and the following, if built-in: air conditioning (except window units), humidifier, TV antennae, TV wall mount, basketball apparatus, cabinets, canopies, dishwashers, microwave ovens, mirrors, outdoor playsets, ovens, shelving, skirts, stoves, tire and wheel accessories including any spares, and trash compactors. Buyer agrees to accept these items in their present condition. Other items to be included in the purchase and sale are: _____

Seller's Initials

Buyer's Initials

Items excluded are: _____

Seller represents that Seller has good title to all of the above items to be transferred to Buyer and will deliver a Bill of Sale for the above items at Closing.

Seller shall cause any heating, plumbing, air conditioning, electrical systems and included appliances to be in working order at the time of Closing except for _____. The prior sentence shall not be construed as a warranty or guarantee after Closing.

2. PURCHASE PRICE, ADJUSTMENTS, CREDITS AND TAXES.

(A) Price & Payment. The purchase price (the "Purchase Price"), payable in U.S. Dollars as follows, is _____ \$ _____

(1) **Deposit.** The following deposit in the form of cash personal check official bank check or wire transfer (the "Deposit") _____ \$ _____

(2) **Seller Concession.** At Closing, Seller shall pay the sum of _____ % of the Purchase Price or \$ _____ ("**0 if left blank**") toward lender approved costs and prepaid items (the "Seller Concession").

Adjusted Balance Due. Upon delivery of the deed ("Closing"), the Purchase Price less (1) the Deposit and (2) Seller Concession, subject to any Closing adjustments and credits as provided in this Contract, shall be paid in cash, official bank draft or certified check at Closing (some or all of which may be paid with the proceeds of a new loan).

(B) Deposit; Default. Buyer has delivered will deliver within two (2) calendar days of acceptance the Deposit set forth in Paragraph 2(A)(1) payable to and held in escrow by _____ (the "Escrow Agent") which will be deposited at _____ (the "Bank") and which Deposit is to become part of the Purchase Price or returned if not accepted or if this Contract thereafter fails to close for any reason not the fault of the Buyer. If Buyer fails to complete Buyer's part of this Contract, Seller is allowed to retain the Deposit to be applied to Seller's damages and may pursue other available rights and remedies Seller has against the Buyer, including but not limited to a lawsuit for any real estate brokerage commission paid by the Seller. If Seller fails to complete Seller's part of this Contract, Buyer's Deposit will be returned to Buyer, and Buyer may pursue other available rights and remedies Buyer has against Seller.

(C) Seller Concession. If the Seller Concession set forth in Paragraph 2(A)(2) exceeds the lender approved costs and prepaid items, the Seller Concession shall be reduced to an amount equal to the lender approved costs and prepaid items.

(D) Transfer Tax, Recording Costs, Mortgage Tax and Closing Adjustments. Seller will pay any special additional mortgage recording tax. Seller will also pay for the recording/filing of any documents necessary to convey record marketable title, including, but not limited to death certificates, bankruptcy court orders, and affidavits (i.e. Alive and Well, Bankruptcy, Estate Tax, Heirship, Judgment, etc.). Buyer will pay for, as applicable, a new DMV title, recording an assignment of lease, mortgage, mortgage tax and mortgage assumption charges, if any. Excluding delinquent items, interest and penalties, the following will be prorated and adjusted between Seller and Buyer as of the Closing Date: taxes, other assessments and municipal charges computed on a fiscal year basis; rent; common charges or assessments; fuel oil; propane; water, pure water and sewer charges.

3. CONTINGENCIES. This Contract is subject to the following contingencies. If any of these contingencies are not satisfied by written notice to the other Party by the dates specified (collectively, "Contingency Deadline Dates"), then either Buyer or Seller may cancel this Contract by written notice to the other, provided that the applicable contingency has not otherwise been satisfied by a party after the applicable Contingency Deadline Date by written notice to the other Party and prior to any date on which this Contract is cancelled. (Check and complete applicable provisions.)

(A) Financing.

(1) **Loan Commitment.** This Contract is subject to Buyer obtaining and accepting a written purchase money secured loan commitment in an amount not to exceed _____ % of the purchase price or \$ _____ at an interest rate not to exceed _____ %, for a term of _____ years (the "Commitment"). Buyer shall immediately apply for this loan and shall have until _____, 20____ to obtain and accept a Commitment. The conditions of any such Commitment shall not be deemed contingencies of this Contract but shall be the sole responsibility of Buyer; however, a commitment that is conditioned on an appraisal of the House shall not be deemed a "Commitment" hereunder. If the Commitment requires repairs, replacements, or improvements, then Seller shall furnish the requisite materials and have the work done before Closing, at Seller's expense. However, if the cost of doing so exceeds \$ _____, Seller shall not be obligated to furnish such materials and have such work done, and Buyer will be allowed either to receive a credit at Closing for the above amount and incur any necessary expenses to comply with the Commitment requirements, or to cancel this Contract by written notice to Seller, and any Deposit shall be returned to Buyer. Acceptance of a Commitment by Buyer shall be deemed a waiver and satisfaction of this contingency.

(2) **Cash Transaction.** This Contract is subject to Buyer providing Seller with written proof that Buyer has immediately available U.S. funds in the amount of the Purchase Price by _____, 20____.

(3) **Additional Financing Terms.**

- (B) **Rules and Regulations Approval.** Seller agrees to provide Buyer with all of the Landlord's rules and regulations (collectively, the "Rules and Regulations") within ten (10) calendar days of acceptance. This Contract is subject to Buyer's approval of the Rules and Regulations within five (5) calendar days of Buyer's receipt of the Rules and Regulations.
- (C) **Approval and Lease.** This Contract is subject to Buyer obtaining written approval and entering into a lease with the Landlord on terms satisfactory to Buyer by _____, 20____. If the Landlord requires any repairs, replacements, or improvements to be made as a condition of its approval, then Seller shall do the work and install the materials and improvements needed or have same done at Seller's expense prior to Closing. However, if the cost of doing so exceeds \$_____, Seller shall not be obligated to have such work done, and Buyer will be allowed either to receive a credit at Closing for the above amount and incur any necessary expenses to comply with the Landlord's requirements, or to cancel this Contract by written notice to Seller, and any Deposit shall be returned to Buyer.
- (D) **Sale and Transfer of Title.** This Contract is subject to the sale and transfer of title of Buyer's existing real property or House pursuant to the terms and conditions of the Sale and Transfer of Title Contingency Addendum.
- (E) **Inspection of House.** This Contract is subject to inspection(s) of the House pursuant to the terms and conditions of the Property Inspection Addendum (the "Property Inspection").
- (F) **Other Contingency(s).**

4. **APPROVAL OF ATTORNEY(S).** This Contract is subject to the written approval of attorneys for Buyer and Seller within _____ days, (no less than three (3) days, *excluding Saturdays, Sundays and public holidays* and "3" if left blank), from date of acceptance (the "Approval Period"). If either attorney (i) does not provide written approval within the Approval Period or (ii) makes written objection to or conditionally approves (collectively, the "Objections") the Contract within the Approval Period and the Objections are not cured by written approval by both attorneys and all of the Parties within the Approval Period, then (A) either Buyer or Seller may cancel this Contract by written notice to the other and any Deposit shall be returned to the Buyer or (B) the approving attorney may notify the other Party (with a copy to any attorney listed below) in writing that no approval has been received and that the noticed Party has two (2) calendar days, *excluding Saturdays, Sundays and public holidays*, from receipt of the notice ("Grace Period") to provide written attorney approval or disapproval of the Contract. The approving attorney shall provide to the noticed Party (with a copy to any attorney listed below) a copy of the approving attorney's approval letter, whether conditional or not, along with the written notice of the Grace Period. If written attorney approval or disapproval is not provided to the approving attorney within the Grace Period, then this Approval of Attorney(s) contingency shall be deemed waived by the noticed Party and any conditions in the approving attorney's approval letter shall be deemed accepted by the noticed Party.

5. **CONDITION OF HOUSE.**

- (A) **Condition of House.** Buyer agrees to purchase the House and any items included in the purchase **AS IS** except as provided in Paragraph 1(C), subject to reasonable use, wear, tear, and natural deterioration between now and the time of Closing.
- (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 House to use the House as Buyer's primary residence and that Buyer will occupy the House 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 Lis Pendens filed against the House to foreclose a mortgage pursuant to Article 13 of the New York Real Property Actions and Proceedings Law, the House 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 House.
- (C) **Services.** Seller represents the House 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 (check one box only) is not is owned by Seller and that there (check one box only) is not is an existing written contract to provide propane between the propane company and Seller.

6. **CLOSING AND POSSESSION.**

- (A) **Pre-Closing Walkthrough.** Buyer shall have the right to walk through the House within forty-eight (48) hours before the time of Closing, to ensure that the House is in the condition existing at the time of acceptance subject to reasonable use, wear, tear and 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 House in the condition existing as of acceptance 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 _____ County Clerk's Office or the offices of Buyer's lender on or before _____, 20____ (the "Closing Date"). At any time after such specified date, any Party who has completed its obligations under this Contract which are to be completed prior to Closing may notify the other Party that time is of the essence to close (the "Time of Essence Notice") which Time of Essence Notice shall set forth a specific time for Closing on a day that is at least seven (7) calendar days after delivery of the Time of Essence Notice to such other Party pursuant to Paragraph 8(D) below.

Seller's Initials _____

Buyer's Initials _____

(C) Possession of House.

- (1) Buyer shall have possession of the House upon Closing, in broom-clean condition, with all keys to the House 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 rent payments and common charges, plus utilities, continuation of lawn, landscaping, pool, and snow maintenance, and refuse collection, and an escrow deposit of Seller of \$_____. At Closing, a key to the House shall be delivered to Buyer. At delivery of possession to Buyer, the House shall be in broom-clean condition and the remaining keys to the House 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 rent payments and common charges, plus utilities, continuation of lawn, landscaping, pool and snow maintenance, and refuse collection, and an escrow deposit of Buyer of \$_____. At possession, the House shall be in broom-clean condition and a key to the House shall be delivered to Buyer; the remaining keys shall be delivered to Buyer at Closing.

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.

- (D) Risk of Loss.** Risk of loss or damage to the House by fire or other casualty until transfer of title shall be assumed by the Seller. If damage to the House 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. TITLE 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 the following, as applicable (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"), (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") and (iii) a certified UCC and lien search (State and County, as applicable) or DMV search. 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 transfer documents to Buyer or Buyer's attorney within thirty (30) calendar days thereafter, but in any event, not later than fifteen (15) calendar days prior to the Closing Date in Paragraph 6. Seller will pay for such searches to and including the day of Closing; and
- (2) At the Closing, to Buyer, a properly executed (i) Assignment of Lease, Bill of Sale or Certificate of Title, as applicable, for the House conveying good title to Buyer free of all encumbrances and liens. If the House is model year 1995 or newer, Seller shall furnish to Buyer a copy of the Certificate of Title therefore within ten (10) calendar days of acceptance, (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 of leases and transfer of security deposits, if any; and
- (3) Notification from the Landlord that all rent and common charges and assessments are current; and
- (4) Lease including all rules and regulations, unless provided earlier as required by Paragraph 3(C).

- (B) Marketability of Title.** Seller shall convey good and marketable title the House, free and clear of all liens and encumbrances. Seller agrees to furnish and to cooperate in executing any documents required by federal or state laws for transfer of title to the House.

- (C) Objections to Title.** If Buyer raises a valid written objection to Seller's title which indicates that the title to the House is unmarketable, Seller may cancel this Contract upon written notice to Buyer, and Buyer's Deposit shall be returned. 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 Buyer is willing to accept insurable title, then this Contract shall continue, subject to the Seller curing the title objection and/or providing insurable title at Seller's expense. If Seller fails to cure the title objection on or before Closing, Buyer may cancel this Contract upon written notice to Seller and Buyer's Deposit shall be returned.

8. BROKERS & MISCELLANEOUS.

- (A) 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.

- (B) Attorney Disclaimer:** In participating in the transaction, an attorney renders no opinion whatsoever as to the value of the House. 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 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 House. 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.

(F) Electronic Signatures. The Parties agree and consent that this Contract, and every demand, notice and objection given under this Contract, may be signed and initialed in any manner permitted by New York State law, including the Electronic Signatures and Records Act and applicable regulations.

(G) Addenda. The following Addenda are incorporated into and attached to and made a part of this Contract:

- | | | |
|---|---|--|
| <input type="checkbox"/> Agricultural Districts/Farming Activity Disclosure | <input type="checkbox"/> Personal Property Agreement | <input type="checkbox"/> Well and Septic System |
| <input type="checkbox"/> Contingency Addendum | <input type="checkbox"/> Property Inspection | <input type="checkbox"/> Utility Surcharges |
| <input type="checkbox"/> Electric Availability | <input type="checkbox"/> Rented Property | <input type="checkbox"/> Wayne County Disclosure Notice for all Residential Property |
| <input type="checkbox"/> Home Warranty | <input type="checkbox"/> Sale & Transfer of Title | |
| <input type="checkbox"/> Lead Compliance | <input type="checkbox"/> Short Sale Approval | |
| | <input type="checkbox"/> Uncapped Natural Gas Well Disclosure | |

Other: _____

9. OTHER TERMS. (If blank, this paragraph is not applicable) In the event of a conflict between the provisions of this paragraph and the provisions of any other paragraph of this Contract, the provisions of this paragraph will control.

10. LIFE OF OFFER. This offer shall expire on _____, 20_____, at _____ m.

PROPERTY INSPECTION DECLINED. Buyer has reviewed the terms and conditions of the Property Inspection Addendum and Buyer elects not to conduct a Property Inspection.

Buyer _____ Date Buyer _____ Date

ACCEPTANCE OF OFFER BY SELLER Seller accepts the offer of Buyer and agrees to sell on the terms and conditions set forth in the Contract.

COUNTEROFFER BY SELLER. Seller agrees to sell the House in accordance with the terms and conditions of the Contract, except as amended and modified as follows: (attach additional sheets if necessary)

In any conflict of terms and conditions between this counteroffer and the Contract, the terms and conditions of this counteroffer shall prevail.

This counteroffer shall expire on _____, 20____, at _____. m.

Seller Date Seller Date

ACCEPTANCE OF COUNTEROFFER BY BUYER. Buyer accepts the offer of Seller and agrees to buy on the terms and conditions set forth in the Contract.

Buyer Date Buyer Date

ADMINISTRATIVE INFORMATION

Property Address: _____ **MLS#** _____

Seller

Seller

Address

City, State, Zip

Telephone No.

Email address

Seller's Attorney

Address

City, State, Zip

Phone Fax

Email address

Listing Broker

NY License No.

Address

City, State, Zip

Phone Fax

Email address

Listing Agent

NY License No.

Phone Fax

Cell Public ID#

Email address

Landlord/Manager

Buyer

Buyer

Address

City, State, Zip

Telephone No.

Email address

Buyer's Attorney

Address

City, State, Zip

Phone Fax

Email address

Selling Broker

NY License No.

Address

City, State, Zip

Phone Fax

Email address

Selling Agent

NY License No.

Phone Fax

Cell Public ID#

Email address

Landlord/Manager Phone

Seller's Initials

Buyer's Initials