



PURCHASE AND SALE CONTRACT FOR COMMERCIAL PROPERTY



Plain English Form Approved by Greater Binghamton Association of REALTORS, Inc.

When signed by all parties, this Document becomes a binding Contract. You should consult your attorney before signing if you have any questions.

SELLER: _____ WORK # _____

_____ HOME # _____

BUYER: _____ WORK # _____

_____ HOME # _____

SELLERS ATTORNEY: _____

_____ PHONE # _____

BUYERS ATTORNEY: _____

_____ PHONE # _____

LISTING AGENCY: _____ PHONE # _____

LISTING AGENT: _____ PHONE # _____

ADDRESS: _____

SUB AGENCY/BUYER'S BROKER (CROSS OUT ONE)

_____ PHONE # _____

AGENT: _____ PHONE # _____

ADDRESS: _____

OFFER TO PURCHASE: Buyer offers to purchase the property described below from Seller on the following terms:

1. PROPERTY DESCRIPTION:

Property known as No. _____ In the Town/City of _____,

Village of _____, County of _____, State of

New York, also known as Tax Map No. _____, including all buildings and any other

improvements and all rights which the Seller has in or with the property. Approximate lot size: _____.

() As described in more detail below:

2. OTHER ITEMS INCLUDED IN PURCHASE. (NOTE: Cross out individual items not applicable in Paragraphs (a) and (b) below).

- (a) The following items, if any, now in or on the property are included in this purchase and sale and Seller represents that all of said items will be in working order at the time of closing: All heating, plumbing and electrical systems and (if none, so state):

- (b) The following items, if any, now in or on the property are included in this purchase and sale and are accepted by the Buyer in "as is" condition: (if none, so state)

(c) Buyer shall have the right, after reasonable notice to Seller, to inspect the property with all utilities in service at the Seller's expense, within 5 days before the time of closing.

(d) Seller represents that he has good title to all of the above items transferred to the Buyer.

3. PRICE: AMOUNT AND HOW IT WILL BE PAID.

The purchase price is \$ _____. Buyer shall receive credit at closing for the deposit of \$ _____, made hereunder. The deposit shall be immediately returned if this contract is not accepted by Seller or if this contract fails to close for any reason not the fault of Buyer. If Buyer fails to perform Buyer's obligations under this contract, Buyer shall forfeit the deposit and Seller may also pursue other legal rights Seller has against the Buyer. The balance of the purchase price shall be paid as follows:

- ☐ (a) All in cash, or certified or bank check at closing
- ☐ (b) See Addendum "A" for clause for assumption of existing mortgage
- ☐ (c) See Addendum "B" for clause for Note and Mortgage to Seller
- ☐ (d) See Addendum "C" for allocation of purchase price

4. CONTINGENCIES.

☐ (a) Mortgage Contingency. This offer is subject to Buyer obtaining a ☐ Conventional, ☐ Other _____ mortgage loan in the amount of at least \$ _____ or _____ % of the Purchase Price. Buyer shall apply for the mortgage loan within _____ days from the date of acceptance of this contract and diligently pursue this loan, and shall have _____ days from the date of the loan application to obtain a written mortgage commitment. In the event the financing set forth above is denied, either party may cancel this contract and the deposit will be Immediately returned to the Buyer.

☐ (b) Other Contingencies (Mark Yes or No)

Y N

- ☐ ☐ i. Satisfactory inspection of the premises, by a licensed home inspector, to be obtained and paid for by the (Buyer) (Seller) within _____ calendar days after the date of the (acceptance of this contract) (securing mortgage commitment) (strike out one).
- ☐ ☐ ii. Satisfactory environmental review at expense of (Buyer) (Seller) as required by Buyer and/or lending institution within _____ calendar days after the date of the (acceptance of this contract) (securing mortgage commitment) (strike out one).
- ☐ ☐ iii. Satisfactory test of septic system to be obtained and paid for by the (Buyer) (Seller) from the applicable County Health Department or private testing company, approved by the Lender, within _____ calendar days from the date of the (acceptance of this contract) (securing mortgage commitment) (strike out one).
- ☐ ☐ iv. Satisfactory test of the well water to be obtained and paid for by the (Buyer) (Seller) within _____ calendar days from this date of the (acceptance of this contract) (securing mortgage commitment) (strike out one).
- ☐ ☐ v. For newly constructed facilities and all multiple existing commercial facilities, Seller will furnish prior to closing a Certificate of Occupancy and/or a Certificate of Compliance, dated within ninety (90) calendar days of the closing, or written confirmation from the municipality that it does not issue such certificates for the property.
- ☐ ☐ vi. Satisfactory radon gas test to be obtained and paid for by the (Buyer) (Seller) within _____ calendar days from the date of the (acceptance of this contract) (securing mortgage commitment) (strike out one).
- ☐ ☐ vii. Satisfactory inspection of the gas system servicing the premises by a qualified company to be obtained and paid for by (Buyer) (Seller) within _____ calendar days after the (acceptance of this contract) (securing mortgage commitment) (strike out one).
- ☐ ☐ viii. Subject to verification of income and expense as represented by Seller related to the business within _____ calendar days of (acceptance of this contract) (securing mortgage commitment) (strike out one).

[] [] ix. Other Contingencies: _____

In the event the Contingencies are not satisfied, then either party may cure within a reasonable time. Upon failure to cure, this contract may be terminated by either party and the Buyer's deposit shall be immediately returned to the Buyer. The party responsible for the required inspections and tests agrees to promptly apply for and diligently process the same. The Seller agrees to fully cooperate and permit access to the property for such inspections and testing. In the event the tests are not performed within the time periods stated, the tests are deemed waived.

By signing this Contract, Seller represents, to the best of Seller's knowledge, that the property is currently zoned as _____ and the existing use is in full compliance with zoning and building ordinances for use as a _____.

5. CLOSING DATE AND PLACE.

The transfer of title to the property shall take place on or about the _____ day of _____, 20____. The closing shall be held at the office of the Seller's Attorney, or at the place designated by the Lender granting Buyer's mortgage loan.

6. BUYER'S POSSESSION OF PROPERTY.

Unless otherwise agreed in writing, Buyer shall have possession of the property on the day of closing. This means Seller must be out of the property on the closing date. Buyer agrees to accept title subject to tenancies listed in Addendum "D".

7. TITLE DOCUMENTS.

Seller shall provide the following documents in connection with the sale:

- A. Deed. Seller will deliver to Buyer at closing a properly signed and notarized Warranty Deed with lien covenant or other such form of Deed that is acceptable to Buyer's Attorney.
- B. Abstract and Tax Searches. Seller will provide Buyer or Buyer's Attorney at least 15 calendar days prior to the date of closing an Abstract of Title together with a local tax certificate for Village, Town and County and City taxes, if any. Seller will pay for continuing such searches to and including the day of closing, and provide proof of payment of any taxes not covered by the tax certificates. The Abstract of Title is to be prepared in accordance with the standards of the Broome County Bar Association.

8. MARKETABILITY OF TITLE.

The deed and other documents delivered by Seller shall be sufficient to convey good and marketable title in fee simple, to the property free and clear of all liens and encumbrances. However, Buyer agrees to accept title to the property subject to restrictive covenants of record, provided these restrictions have not been violated, or if they have been violated, that the time for anyone to complain of the violations has expired, or Seller obtains releases from all who may enforce the violation. Buyer also agrees to accept title to the property subject to public utility easements along lot lines and other visible easements and other easements of record provided they do not interfere with any building now on the property or with any improvements Buyer may construct in compliance with all present restrictive covenants of record and zoning and building codes applicable to the property.

9. OBJECTIONS TO TITLE.

In the event that the Abstract of Title fails to show marketable title, Buyer shall elect one of the following:

- (a) Accept the title as presented.
- (b) Reject the title and allow Seller a reasonable time to cure the defect.
- (c) Allow the Seller to provide Buyer with a Fee Title Insurance Policy at Seller's expense insuring marketable title.

If Buyer elects not to accept such title as Seller can convey, and Seller will not or cannot cure the defect, either party may terminate this contract. In the event this contract is terminated by either party pursuant to this paragraph, the Buyer shall have the deposit together with reimbursement, from the Seller, for the survey cost, any non-refundable fees paid to obtain a commitment for a mortgage loan and the cost of any environmental study required by the lending institution immediately returned, and neither Buyer nor Seller shall have any further rights against the other.

10. RECORDING COSTS, MORTGAGE TAX, TRANSFER TAX AND CLOSING ADJUSTMENTS.

- A. Recording Seller will pay the Real Property Transfer Tax and special additional mortgage tax, if applicable. Buyer will pay for recording the deed and the mortgage and for the mortgage tax.
- B. Closing Adjustments. All real estate taxes, including installments for special assessments (including improvement assessment), school taxes, fuel in storage, rentals, interest if any, water rates, sewer charges, insurance and other prepaid or deferred charges affecting the premises shall be adjusted between the parties as of the date of closing.

11. RESPONSIBILITY OF PERSONS UNDER THIS CONTRACT:: ASSIGNABILITY.

Any party signing this contract as Buyer or Seller and any successor to that party's legal position shall be responsible for keeping the promises made by them in this contract.

12. ENTIRE CONTRACT.

This contract when signed by both Buyer and Seller will be the record of the complete agreement concerning the purchase and sale of the property. No agreements or promises will be binding on either the Buyer or Seller unless they are in writing, and signed by Buyer and Seller.

13. ATTORNEY APPROVAL.

Unless waived below, this offer is subject to approval by Buyer's attorney and Seller's Attorney. Failure of a party to have an Attorney respond, orally or in writing, within 3 business days of the Attorney's receipt of a copy of this contract shall be deemed to be a waiver by that party of this "Attorney Disapproval" contingency. An Attorney's oral or written response will be deemed effective if given by:

- (1) The Seller's Attorney, to the Buyer or Buyer's Attorney, or
- (2) The Buyer's Attorney, to the Seller, Seller's Attorney, listing agent or subagent.

A written response will be deemed effective if posted within the said 3 day time period. As used in the Contract, a business day refers to Monday through Friday, except legal holidays as defined in Section 24 of the General Construction Law.

☐ Waiver of Attorney Approval. This offer is not subject to Attorney approval for the Buyer. [Buyer(s) initial if applicable.]

_____	_____
Date	Buyer
_____	_____
Witness	Buyer
_____	_____

ACCEPTANCE OF OFFER BY SELLER

Seller certifies that they own the property and have the power to sell the property. Seller accepts the offer and agrees to sell on the terms and conditions set forth above and agrees that the deposit may be held by

_____. Seller agrees to pay the real estate commission in the amount of \$ _____ or _____% of the sales price and Seller may apply Buyer's deposit to Seller's obligation for said commission.

☐ Waiver of Attorney Approval. This offer is not subject to Attorney approval for the Seller. [Sellers initial if applicable.]

Date

Seller

Witness

Seller