

Cape May County Association of Realtors
Standard Form Addendum to
New Jersey Realtors Standard Form Real Estate Sales Contract
(NJR Form 118 Rev. January 2018)

Buyer:

Seller:

Property Address:

The Real Estate Sales Contract between Buyer and Seller (the "Contract") is amended as follows (select "Applies" for each paragraph to be incorporated into the Contract; select "N/A" for paragraphs that are not to be incorporated into the Contract):

☐ Applies
☐ N/A

1. Buyer's Option to Waive Mortgage Contingency. Section 3(D) is amended to provide that Buyer may waive the mortgage contingency set forth therein at any time, provided that Buyer supplies Seller with proof of funds sufficient to permit Buyer's purchase of the Property.

☐ Applies
☐ N/A

2. Closing Location. Section 3(E) is amended to provide that Closing shall take place at the office of Buyer's title agent, realtor or attorney in Cape May County, New Jersey.

☐ Applies
☐ N/A

3. As-Is Sale. Notwithstanding any other provision contained in the Contract, Seller shall have no obligation to treat or repair any infestation or physical defects revealed by Buyer's inspections of the Property or to make any repairs necessary to obtain a certificate of occupancy other government inspections or certifications. This Paragraph shall not (i) limit Buyer's ability to inspect the property and/or terminate the Contract as otherwise permitted therein; or (ii) limit Seller's obligation to maintain the Property until Closing or make repairs in the event of damage pursuant to Section 24 of the Contract.

☐ Applies
☐ N/A

4. Optional Bulk Sales Clause (for Exempt Properties). Section 21 is amended to include the following:

Seller certifies that Seller is an individual (including a married or civil union couple), estate or trust or any combination thereof owning the Property as joint tenants, tenants in common or tenancy by the entirety; *and*

Check one of the following:

☐ The Property is a one or two family residential building or a cooperative or condominium unit used as a residential dwelling, *and* includes no commercial property; or

☐ The Property is a time share, or a dwelling unit that is rented for residential purposes for a term of not more than 125 consecutive days, by a person that has a permanent residence elsewhere.

Seller warrants that the foregoing statements are true and correct, and this warranty shall survive closing.

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☐ Applies
☐ N/A

5. Optional Bulk Sales Clause (for Dealer-Seller). Section 21 is amended to include the following:

Seller certifies that (i) Seller is actively engaged in the business of selling residential dwellings; (ii) the sale of the Property constitutes the sale of Seller's inventory in the normal course of business; and (iii) the sale of the Property is not subject to the New Jersey Bulk Sales Law, N.J.S.A. 54:50-38. Seller warrants that the foregoing statements are true and correct and further agrees to indemnify and hold Buyer harmless from and against any and all claims, expenses and costs of every type and nature (including, without limitation, claims by the State of New Jersey for Seller's unpaid tax liabilities and Buyer's attorneys' fees and costs of suit) resulting from any inaccuracy in Seller's certification set forth herein. This paragraph shall survive closing.

☐ Applies
☐ N/A

6. Casualty/Loss to Property. Section 24 is amended to provide that in the event of damage to the Property, the cost of which exceeds ten (10%) percent of the Purchase Price, either party may terminate the Contract.

☐ Applies
☐ N/A

7. Condominium Document Review. If the property is part of a condominium or homeowners' association, Seller shall provide Buyer with the following documents within ____ days (if left blank, then within seven (7) days) after the expiration of the attorney-review period or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within ____ days (if left blank, then within seven (7) days) after the parties agree to the terms of this Contract:

- A. a written statement from the governing association stating:
- (i) the number of units currently in arrears;
 - (ii) the number of units currently in foreclosure;
 - (iii) description of pending or anticipated litigation;
 - (iv) the current budget and the amount of any known common expense assessments; and
 - (v) amount of any non-refundable contributions or startup fee to be paid by Buyer;
 - (vi) the name, telephone number, address and email address of a representative of the applicable association.
- B. a true copy of:
- (i) master deed, declarations, bylaws, rules and regulations and master insurance policy and any amendments thereto;
 - (ii) most recent financial statements, if any;
 - (iii) minutes of condominium board meetings for a period of one year prior to the date of this Contract, if any.

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Buyer shall have a period of ____ days following receipt of the foregoing documents (if left blank, then within seven (7) days after receipt of the foregoing documents) within which Buyer may terminate the Contract, in which case the deposit shall be returned to Buyer and the parties shall be free of liability to one another. In the event Buyer does not terminate this Contract within the time provided herein (which shall be deemed of the essence), Buyer's right to terminate this Agreement pursuant to this Section 7 shall expire. In the event any of the foregoing documents do not exist, Seller shall provide a certification confirming same.

- ☐ Applies
☐ N/A

8. Seller Home Purchase Contingency.

This Agreement is subject to and contingent upon the Seller's ability to secure suitable replacement housing. Sellers will move the Property to 'Under Contract' while attempting to find a suitable home and covenants and agrees to make a good faith effort to locate suitable replacement housing. In the event Seller has not entered a contract to purchase or a lease to rent a replacement home by _____, either party may terminate this Contract in writing, in which event the Deposit shall be returned to Buyer and the parties shall be free of liability to one another. All parties may agree to extend and all extensions shall be in writing.

In the event Seller enters a lease to rent replacement housing by the date set forth above, this contingency shall be deemed satisfied and removed from this Contract. In the event Seller enters a contract to purchase replacement housing by the date set forth above, this contingency shall be deemed satisfied and removed from this Contract upon the satisfaction of Seller's mortgage financing and inspection contingencies; provided that in the event Seller has not satisfied the mortgage and inspection contingencies set forth in the contract to purchase the replacement property within ____ days (if blank, then 45 days) of the date of that contract, Buyer may terminate this Contract.

All dates set forth in this Paragraph 8 shall be deemed of the essence.

- ☐ Applies
☐ N/A

9. Historic District. Buyer acknowledges that the Property may be in an historic district and/or listed on The National Register of Historic Places. The property may also be included in a municipally designated historic district. One of the effects of being within such a district is that substantial restrictions are placed upon the owner's freedom to renovate and/or expand the Property.

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☐ Applies
☐ N/A

10. 1031 EXCHANGE (BUYER). Seller acknowledges that it is the intention of the Buyer complete an I.R.S. Section 1031 Tax Deferred Exchange. Seller agrees to cooperate as long as it does not delay the closing or cause additional expense to the Seller. Seller agrees that Buyer will assign the rights and obligations of this agreement to a qualified Intermediary, which shall be designated at a later date. Cooperation means that Seller will approve an assignment, agree to release Intermediary from any claim made by Seller, and agree to all other appropriate action or sign any other document which does not create additional liability or expense to Seller.

☐ Applies
☐ N/A

11. 1031 EXCHANGE (SELLER). Buyer acknowledges that it is the intention of the Seller to complete an I.R.S. Section 1031 Tax Deferred Exchange. Buyer agrees to cooperate as long as it does not delay the closing or cause additional expense to the Buyer. Buyer agrees that Seller will assign the rights and obligations of this agreement to a qualified Intermediary, which shall be designated at a later date. Cooperation means that Buyer will approve an assignment, agree to release Intermediary from any claim made by Buyer, and agree to all other appropriate action or sign any other document which does not create additional liability or expense to Buyer.

☐ Applies
☐ N/A

12. SUMMER RENTAL LEASES. The Seller agrees to supply Buyer with a copy of all summer leases for the _____ year within five (5) calendar days of fully executed Contract. Buyer shall have a period of five (5) calendar days to review same. In the event the Buyer is not satisfied with the leases, Buyer may declare the contract null and void before 5:00 PM on the fifth day of their review period (which date shall be of the essence), in which case the Deposit shall be returned to Buyer and the parties shall be free of liability to one another. If the Buyer fails to terminate the contract within the time herein provided, Buyer shall accept the Property subject to all leases entered by the Seller. All deposit monies from all rentals will be turned over to the Buyer at the time of settlement and all rents (minus any commission) shall be prorated as of the settlement date. Seller shall supply Buyer with an assignment of all leases along with a statement/summary of leases and rental/deposit adjustments at Closing.

Check One.

___ Seller shall continue entering short term/summer rentals (but none extending after _____) at rates consistent with Seller's prior rental history and shall supply Buyer with copies of all future leases upon Seller's receipt.

___ Seller shall not enter any additional leases for the Property.

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- ☐ Applies
☐ N/A

13. YEAR ROUND RENTAL LEASES: The Seller agrees to supply Buyer with a copy of all leases affecting the Property within five (5) calendar days of fully executed Contract. Buyer shall have a period of five (5) calendar days to review same. In the event the Buyer is not satisfied with the leases, Buyer may declare the contract null and void before 5:00 PM on the fifth day of their review period (which date shall be of the essence), in which case the Deposit shall be returned to Buyer and the parties shall be free of liability to one another. All rents and security deposits shall be adjusted on a *per diem* basis at closing.

14. All remaining terms and conditions which are unaffected by this Addendum shall remain in full force and effect. In the event of a conflict between the Contract and this Addendum, this Addendum shall control.

15. Attorney Review Clause.

1. Study by Attorney. The Buyer or the Seller may choose to have an attorney study this contract. If an attorney is consulted, the attorney must complete his or her review of the contract within a three-day period. This contract will be legally binding at the end of this three-day period unless an attorney for the Buyer or Seller reviews and disapproves of the contract.
2. Counting the Time. You count the three days from the date of delivery of the signed contract to the Buyer and the Seller. You do not count Saturdays, Sundays or legal holidays. The Buyer and the Seller may agree in writing to extend the three-day period for attorney review.
3. Notice of Disapproval. If an attorney for the Buyer or the Seller reviews and disapproves of this contract, the attorney must notify the Broker(s) and the other party named in this contract within the three-day period. Otherwise this contract will be legally binding as written. The attorney must send the notice of disapproval to the Broker(s) by fax, email, personal delivery, or overnight mail with proof of delivery. Notice by overnight mail will be effective upon mailing. The personal delivery will be effective upon delivery to the Broker's office. The attorney may but need not also inform the Broker(s) of any suggested revisions in the contract that would make it satisfactory.

Date

Date

Date

Date

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