

A bright, modern kitchen with a large window, a double sink, and a pendant light. The kitchen features light-colored cabinetry, a white countertop, and a stainless steel sink. A large window with a white frame provides a view of a green landscape. A pendant light hangs from the ceiling. The text "YOUR ULTIMATE GUIDE TO BUYING A HOME" is overlaid on the image in a dark blue, bold, sans-serif font.

YOUR ULTIMATE GUIDE TO

BUYING A HOME

Your step-by-step guide to purchasing a home
in the northern Hudson Valley

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INTRODUCTION

Making the decision to buy a home is a big deal. This may be your first home or maybe you are moving up or downsizing but it's been many years since you last navigated this process. Either way this comprehensive guide should give you everything you need to succeed in your home buying journey.

In 2024 we are seeing significant changes take place in the the way agents operate in the residential real estate industry. My hope is that this guide not only helps buyers better understand the home buying process but also the benefits of working with a buyer's agent.

Choosing to hire a Buyer's Agent is not a decision to take lightly. Your agent should have a solid understanding of your goals, your needs and wants, the market, and a track record for working diligently on behalf of you, their client. They prioritize you, are available, respect your time, tell you the truth, and don't apply high pressure sales tactics.

For most homebuyers, purchasing a home is the largest and most complex financial endeavor they may ever undertake. Not all buyer's agents are equal. A buyer's agent who has earned the Accredited Buyer's Representative (ABR®) designation has made an extra effort to raise the bar, with additional training and experience in serving you, the homebuyer. If you work with an ABR®, you can feel more confident that you'll receive the highest level of buyer-representation services. I have held the Accredited Buyer's Representatives (ABR®) Designation from the National Association of Realtors since 2021.

I look forward to the opportunity of working with you and helping you achieve your goal of homeownership.

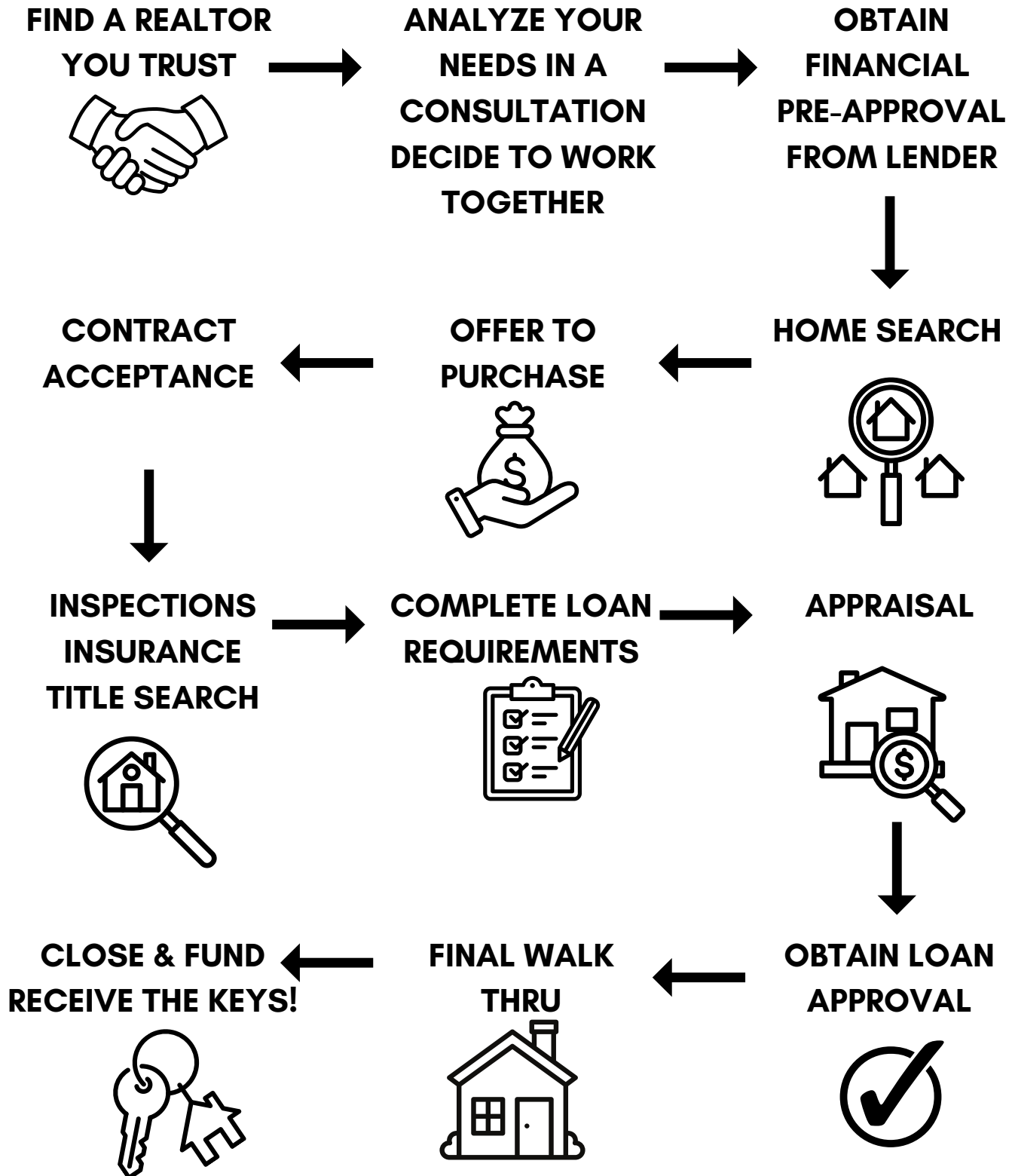


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01: THE HOME BUYING PROCESS

What does the process of buying a home look like? During your buyer consultation, we will review the entire process but it generally follows this timeline. From the accepted offer, you are looking at 45-60 days until the closing. Could be longer if there are any hiccups along the way.



01: THE HOME BUYING PROCESS

Here's a breakdown of the home buying process after you have hired your buyer agent. From the accepted offer, you are looking at 45-60 days until the closing.

FINANCES

- Gather your documents and locate down payment funds
- Obtain pre-approval or proof of funds
- Prepare for any additional costs

SEARCH

- Preview potential properties online
- Schedule showings and view the properties you are most interested in

OFFERS & NEGOTIATIONS

- Put together an offer to purchase on your favorite property
- Terms of offer negotiated and secure accepted offer
- Send Earnest Money Deposit (EMD)

INSPECTION PERIOD

- Conduct inspections
- Obtain any quotes for repairs
- Resolve/negotiate any issues from inspection

UNDER CONTRACT & FINANCING PERIOD

- Sign contract and send additional deposit to attorney
- Complete loan application
- Order survey (optional)
- Attorney will order title search
- Lender will order appraisal
- Obtain homeowners insurance

PREPARING TO CLOSE

- Receive clear to close from lender
- Review closing statement
- Wire funds to attorney or get cashier check
- Conduct a final walk-through of property
- Closing day: Sign, Fund, and get keys, it's all yours!

02: CONTRACTS AND PLAYERS

There are 3 major agreements that govern a real estate transaction in New York

LISTING AGREEMENTS

Between Seller and Seller's Agent

BUYER REPRESENTATION AGREEMENTS

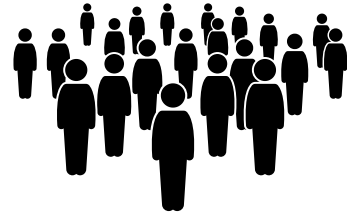
Between Buyer and Buyer's Agent

PURCHASE AGREEMENTS/CONTRACTS

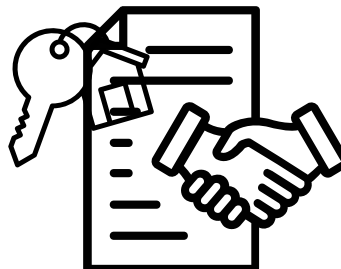
Between Buyer and Seller



Seller | Seller's Agent
Listing Agreement



Buyer | Buyer's Agent
Buyer Representation Agreement



Seller | Buyer
Purchase Agreement

See examples of NY State contracts in Appendix

AGENCY AND REPRESENTATION

SELLER'S AGENT

Sellers have their own agent, referred to as the Listing or Seller's Agent. The Seller's agent has a fiduciary obligation to the seller, acting in the seller's best interests and dedicated to achieving the seller's goals.

BUYER'S AGENT

Buyers are also entitled to having their own representation. A Buyer's Agent has a fiduciary obligation to the buyer, representing the buyer's best interests and dedicated to achieving the buyer's goals.

On either side of the transaction, an agent owes fiduciary duties of obedience, undivided loyalty, full disclosure, confidentiality, duty to account, and reasonable care to their client.

DUAL AGENT

While Dual Agency is possible in NY if both parties give their full written consent, the Dual Agent will not be able to provide the full range of fiduciary duties to both parties. The Dual Agent can not provide undivided loyalty to both parties.

NO REPRESENTATION

A buyer may also choose to purchase a home without representation. An unrepresented buyer will manage their home buying journey on their own. When making an offer or negotiating, they will communicate directly with the Seller's Agent, who can provide basic administrative acts for a customer, but is not required to keep the buyer information confidential and will not provide professional advice because their loyalty is to the seller.

A RECENT SURVEY FOUND THAT 89% OF ALL BUYERS ACROSS ALL GENERATIONS STILL CHOOSE TO WORK WITH A BUYER'S AGENT. (NAR 2023 PROFILE OF HOME BUYERS AND SELLERS)

NY License Law requires agents to present the NY State Agency Disclosure to all consumers at the first meeting. See the disclosures in Appendix for the full definitions of each form of agency.

THE VALUE OF A BUYER'S AGENT



A great Buyer's Agent does far more than just unlocking the door.

EXCLUSIVE REPRESENTATION FOR YOUR INTERESTS

A buyer's agent is committed solely to you. They ensure your needs and preferences are top priority, offering unbiased advice and support throughout the buying process.

ACCESS TO OFF-MARKET LISTINGS

Your buyer's agent can tap into a network that goes beyond the usual listings, including off-market opportunities, targeting owners in specific areas you want to buy, networking with other agents to maximize opportunities, working with FSBOs (for sale by owner). This access can be crucial in finding your dream home in competitive and low inventory markets.

INSIDER ADVICE ON PROPERTY POTENTIAL AND PITFALLS

A buyer's agent looks beyond the surface, advising you on the potential or pitfalls of properties. They help you see the full picture, including aspects like future resale value and necessary repairs.

IN-DEPTH MARKET INSIGHT

Buyer's agents offer specialized knowledge of the local real estate market, from pricing trends to neighborhood dynamics. This insight is invaluable for making educated decisions and spotting hidden gems. Obtaining comprehensive info on any homes you are interested in, they should produce a CMA (comparative market analysis) on homes of interest to help determine a fair but strong offer.

SKILLED NEGOTIATION ON YOUR BEHALF

Having a seasoned negotiator on your side can save you thousands by writing a competitive offer that will have a high chance of acceptance and negotiating on your behalf to ensure you get the best price and terms.

COORDINATION OF THE BUYING PROCESS

This coordination is essential for a smooth journey from house hunting to homeownership. They communicate with all parties to ensure contractual deadlines are met and your transaction runs smoothly. They should be available and communicate with you every step of the way.

ASSEMBLING YOUR TEAM

Selecting your Buyer's agent is one of the first decisions you'll want to make.

THE BUYER CONSULTATION

It's important to establish a relationship with your buyer's agent early in your home buying journey. No two agents or brokerages are the same, so services offered will vary from agent to agent as will the compensation for service. It's a good idea to shop around to find a buyer's agent that is the best fit for your needs.

The better your agent understands your motivation, timeline, wants and needs, the better they can serve and support you during your search and all the way thru to the closing table. The best way for your agent to get to know you and understand your needs is thru a buyer consultation, so don't skip this step.

During the Buyer consultation (in person or via zoom), we'll review the entire buying process, your wants and needs, the 3 contracts involved in a real estate transaction and mandatory disclosures you'll encounter, the timeline from the search to the closing table and what to expect along the way. I'll explain the current market conditions and we will devise an effective purchasing strategy to get you into the home of your dreams.

At the end of the consultation if you decide to move forward we will formalize our working relationship with a Buyer Representation and Compensation Agreement. From there a personalized search will be set up for you and showings can be scheduled.

ASSEMBLING YOUR TEAM

In addition to your agent, in New York, you will also need an attorney. Both Buyers and Sellers hire their own attorneys who handle the sales contract, title search and the closing process. Attorneys in this region usually work on a flat fee for real estate transactions and their rates vary. I will provide my clients a list of local attorney referrals, but you are welcome to find your own as well. Attorneys are paid at closing and are included in your closing costs.

Other members of your team include your home inspector and your lender/loan officer which we will discuss in the next sections.

WHAT IS A BUYER REPRESENTATION AGREEMENT?

A Buyer Representation and Compensation Agreement outlines search parameters, agent's scope of work, duration of the agreement, and compensation to be paid for services. You may come across a variety of Buyer Representation Agreements as you interview Buyer's Agents: Exclusive, Non-Exclusive, Limited Service, or a One Time Showing Agreement for a single property. NY State provides 2 types of agreements, but brokerages may have their own agreements. See Appendix for samples.

Buyers should carefully review any Buyer Representation Agreement presented to them and should not sign if they do not understand it. Here are some of the critical details to look for:

The start and expiration date; the broker services provided; the right to terminate; disclosure that compensation is negotiable; broker compensation clearly stated, not open ended; buyer broker can not receive additional compensation from any party that exceeds the amount/rate agreed to with the buyer; compensation after expiration; how conflicts of interests are handled such as dual agency; how disputes are resolved.

NON EXCLUSIVE AGREEMENT

This will generally be a low commitment option. Each property shown will be tracked on the agreement and the buyer is obligated to pay the broker only if they choose to make an offer on one of those specific properties and the deal closes. A buyer can enter into multiple non-exclusive agreements, but it's important to keep track of all of them or you could be on the hook to pay multiple agents.

EXCLUSIVE AGREEMENT

This is likely going to come with a higher level of service as you are committing to working exclusively with a single agent. The terms of the agreement will outline the level of service, the duration, the geographical area and type of property. A buyer could enter into multiple exclusive agreements only if they were for different geographical areas like Manhattan and Columbia County or if they were for different property types like a single family home and a multifamily investment property, as long as these criteria are clearly outlined in the agreements and are not overlapping. Otherwise a buyer could be on the hook to pay multiple agents.

WHAT IS A BUYER REPRESENTATION AGREEMENT?

HOW IS YOUR AGENT COMPENSATED?

Compensation is always negotiable, and is set between a broker and their client. Buyer's Agents do not work for free. Agents are not compensated until the sale closes.

- In the past it was customary for the buyer's agent to be paid by the seller via the listing agent, so it was common to find and work with a buyer's agent and not discuss compensation. Due to numerous class action lawsuits and the NAR (National Association of Realtors) settlement, how buyer agents operate and get compensated has changed. One of the rule changes is that buyers must have a buyer representation agreement signed before touring a home with a buyer's agent.
- While it has been customary to see the seller publicly list a blanket offer of buyer agent compensation in the listing, that info is no longer public info after August 17, 2024. Sellers may still choose to offer it. Any offer of compensation from the seller or listing agent will be verified prior to a showing so you are fully aware in advance.
- There are 3 ways of funding the fee: The buyer funds, another party funds, or a hybrid situation. If the Seller or Listing Agent offers Buyer Agent compensation, that could offset or may fully cover the amount agreed to in your buyer representation agreement. It is possible to negotiate as part of your purchase offer that the seller pay your agent's commission, so you are not paying out of pocket. Your agent can not collect more commission from any party that exceeds the amount you have agreed to pay them.

NOT READY TO HIRE A BUYER'S AGENT?

You are not required to hire an agent. You can manage your home buying journey on your own. You can tour homes by contacting each listing agent individually or visiting open houses. The downside is not having guidance, an advocate, or confidentiality. If you decide to make an offer on a home, you have to rely on the listing agent who is loyal to the seller. You will have to manage the process on your own or with the assistance of your attorney.

03: THE MORTGAGE PROCESS

LET'S TALK FINANCES

After choosing your Agent, the next step of the home buying process is to understand how you are going to pay for this major purchase. If you are not using 100% cash to purchase, you will need a mortgage and you will need to understand how much you qualify for, especially if you would like to stay within a specific budget. You will want to meet with local lenders to review your options and obtain a pre-qualification or pre-approval letter. If you are purchasing with cash, you will need to pull together proof of funds.

FINANCING

A mortgage lender will be able to take your financial information and determine what amount you will be able to borrow. Having your pre-approval letter in hand before we start searching will help us ensure we don't waste time looking at homes outside your price range and will also ensure the monthly payment amount is comfortable for you. Your pre-approval letter must accompany any offer you make so it's important to have it ready in advance.

CASH

If you've got the money in the bank and you are ready to purchase your home in cash, that's great. You can provide an account statement or a letter from your banking institution verifying that you have the funds available to cover the purchase price. Your proof of funds must accompany any offers you make.

PRE-APPROVED VS. PRE-QUALIFIED?

While often used interchangeably, these terms don't mean the same thing. Pre-qualification is an estimate of what you may be approved for based on basic information you provide. It is not a guarantee that you'll get approved for a loan. Pre-approval is a more in depth process where the lender runs a credit check and verifies your income and assets. You are issued a written commitment for financing. A Pre-Approval letter makes for a stronger offer.



03: THE MORTGAGE PROCESS

Not all Lenders offer the same mortgage products. Buyers should always shop around to find the best mortgage option that they qualify for, the lowest interest rates, and the lowest closing costs. Don't understand something the lender says? Stop and ask for clarification.

QUESTIONS TO ASK POTENTIAL LENDERS

1. What type of loan do you recommend for me? Why?

There are several types of mortgages and you may qualify for multiple options. Ask for a good faith estimate or a loan estimate which will outline the approximate fees and is useful for comparison shopping.

2. How much do I need for a down payment and will it vary based on the loan I choose? It's a common misconception that you have to put down 20%. If it's your primary home, there are mortgages that only require 3% down. Or if you are a veteran, 0% down. If you're tight on cash or don't want to be cash poor, let your lender know. Loans vary in their down payment requirements.

3. What is the interest rate and the annual percentage rate (APR)? The interest rate is the cost you pay to the lender for borrowing money to finance your loan on top of the loan amount. The APR is the interest rate plus any additional fees charged by the lender. This includes origination charges and other fees charged when the loan is made. The APR will be higher than the interest rate. Rates and fees can vary so it's important to shop around and compare different lenders. You'll also want to know if the interest rate is fixed or adjustable.

4. When can I lock-in an interest rate? And for how long? If you think rates will be moving up, ask if you can lock it in for a set period of time.

5. What will my closing costs be? Are they a part of my loan, or will I pay them in cash at closing? Remember, closing costs usually run 3-6% of your loan value so you need to know how they'll be covered.

6. What will my monthly payment be? Does that include principle, interest, taxes and homeowners insurance, and mortgage insurance (if DP is less than 20%)? Your monthly payment is the best way to measure affordability because you can compare it to your current shelter costs (rent). Keep in mind you should also be able to afford monthly utilities and maintenance expenses as well, which if you are currently renting may not be on your radar.

7. Do I qualify for any downpayment assistance programs? These are usually location and income driven, but it doesn't hurt to ask.

Lender Questionnaire

NAME: _____ **COMPANY:** _____

PHONE: _____ **EMAIL:** _____

What type of loan do you recommend for me and why?

What is the down payment required and will it vary based on the loan I choose?

What is the interest rate and the annual percentage rate (APR)?

Can I lock-in an interest rate? When does the rate lock expire? Are there fees associated?

What will my closing costs be? Are they a part of my loan, or will I pay them in cash at closing?

What will my monthly payment be? Does that include Principle, Interest, Taxes, Insurance, and PMI?

Additional Notes

Lender Questionnaire

NAME: _____ **COMPANY:** _____

PHONE: _____ **EMAIL:** _____

What type of loan do you recommend for me and why?

What is the down payment required and will it vary based on the loan I choose?

What is the interest rate and the annual percentage rate (APR)?

Can I lock-in an interest rate? When does the rate lock expire? Are there fees associated?

What will my closing costs be? Are they a part of my loan, or will I pay them in cash at closing?

What will my monthly payment be? Does that include Principle, Interest, Taxes, Insurance, and PMI?

Additional Notes

04: DETERMINE WANTS & NEEDS

Once you've got your finances in order, the fun of looking for the perfect home begins!

During your buyer consultation, we discuss creating a "Needs" list and a "Wants" list. This will help us to really focus on the things that are most important in your future home.

Needs are the non-negotiable features; the features you simply must have in your next home. Wants are the ones you'd like to have, but you can add or change down the road. Keep in mind in a low inventory market, the options may be limited so you will want to decide what features you are willing to compromise on.

Needs might be things like:

- Enough square footage, bedrooms and bathrooms for you and your family
- First floor bedroom
- Close proximity to work or a specific school district
- Attached garage
- Accessibility features
- Grassy yard for kids or pet play area

Wants will look more like:

- Specific paint or exterior color
- Pool, pond, or water feature
- Acreage, views
- Fireplace
- Specific flooring
- Kitchen amenities like countertops and appliances
- Barn, in-law apartment, guest house



Once you have done this exercise, we'll view the active listings that match your criteria. I'll set up a customized search for you that will notify you right away when new homes hit the market that match your criteria. In a low inventory market, there may be very few matches. If this is the case, we will discuss searching off-market properties.

Home Buyer Questionnaire

This questionnaire is for you to think about what you're looking for in your home. This will help both of us to be on the same page in terms of what you're looking for. You can also use my online version: <https://www.jensesma.com/buy-a-home>

What area/region/town/or school district are you looking at?

What kind of setting are you looking for? (secluded, semi-secluded, village/town center, neighborhood)

How many bedrooms, bathrooms, and preferred square footage? 1 or 2 story?

Do you have children? Pets?

What's your favorite style? (Farmhouse, MCM, Contemporary, cabin, A frame, ranch, bungalow, colonial, split-level, saltbox, converted barn, etc)

Any special features that you want in your home?

Anything else we should keep in mind during your search?

05: THE HOME SEARCH PROCESS

Now that you've got your wants vs. needs list in hand, the fun really begins! It's time to talk about narrowing down those listings and deciding which ones to see in person. First up, let's talk about best practices for searching online. While I set up a client portal for you and send you listings that match your criteria, let's be honest, you are probably going to continue using your real estate app of choice (Realtor.com, Zillow, Redfin, Trulia, Homes.com). So how can you get the results you want? Try some of these tips.

Use the search filters but not too much

You don't want to restrict your search so tightly that you only have a handful of homes to view. Focus on your "Needs" list when filtering. Not seeing many options, you may need to remove some filters, expand your geographic area, or bump your max price range up \$50K.

Always check out Google street view

Online photos can be deceiving, so a virtual walk down the street will give you a sense of the location and surrounding area. When inventory is low, the apps can send you homes outside your search area, so you always want to verify where the house is, and what the adjacent properties are. Remember you can't change the lot, the lot size or the location.

Save your favorites and alert your agent

Look for some time in your calendar to tour the homes on your shortlist. If you are traveling from outside the area, carve out more time than you think you'll need.

The house on your list has an "accepted offer" or is "pending", now what?

Not everything online is available and not everything available is online. Your agent can verify actual status and availability.



06: IT'S TIME FOR SHOWINGS!

You're SO READY to get inside those homes on your shortlist and see for yourself if one of them is your soon-to-be new address. Here's some tips to ensure your showings are productive:



Before a showing, read over your wants vs. needs list and revisit your budget.

Having this fresh on your mind will help you stay objective and focused. Remember, you can't change the lot or the location so make sure you love both.

Take your time.

Take your first walk thru to get a feel for the space. How does it feel, how does it flow, can you see yourself here? If it feels good, spend some more time and go back thru again and take a closer look at the details and take some photos or video if that will help you remember it or share it with family. On the flip side, if it doesn't feel right and it's a definite no, don't waste your time, just move on.

Don't let yourself get distracted by decor or staging.

These things will be gone by the time you move in, so try to stay focused on the things that cannot be changed as easily like the layout and the size of the rooms.

Ask your agent to look out for signs of major defects or areas of concern.

You may not recognize them yet but your agent will. It's important to take into account because costly repairs could move the house out of your price range.

Rank the homes you view afterwards so you can narrow them down.

With your top ranked homes, 2nd showings can be scheduled. You may want to come back and explore the neighborhood on your own or drive thru at different times or days. If you have specific questions about the property, you may want your agent to ask for additional info from the seller. Or you may be looking for resources to get info on crime stats, schools, etc.

Showing Checklist

ADDRESS	EXTERIOR RATING (1-10)	INTERIOR RATING (1-10)
<input type="text"/>	<input type="text"/>	<input type="text"/>
LIST 3 PROS OF THE HOME:	LIST 3 CONS OF THE HOME:	
<input type="text"/>	<input type="text"/>	
TOOK VIDEOS / PHOTOS	INITIAL REACTION (CIRCLE)	
<input type="checkbox"/> YES <input type="checkbox"/> NO	NO MAYBE VERY INTERESTED IT'S THE ONE!	

ADDRESS	EXTERIOR RATING (1-10)	INTERIOR RATING (1-10)
<input type="text"/>	<input type="text"/>	<input type="text"/>
LIST 3 PROS OF THE HOME:	LIST 3 CONS OF THE HOME:	
<input type="text"/>	<input type="text"/>	
TOOK VIDEOS / PHOTOS	INITIAL REACTION (CIRCLE)	
<input type="checkbox"/> YES <input type="checkbox"/> NO	NO MAYBE VERY INTERESTED IT'S THE ONE!	

07: WRITING YOUR OFFER

So you think you've found "the one" and you are ready to put in an offer. Let's make it stand out.

THE FOLLOWING INFORMATION IS NECESSARY TO PUT TOGETHER AN OFFER:

PRE-QUALIFICATION, PRE-APPROVAL LETTER OR PROOF OF FUNDS

An offer without this is considered incomplete and will not be taken seriously.

OFFER PRICE

Put your best foot—and price—forward. You may only get one shot, so make it count. I will produce a Comparative Market Analysis on the home to confirm the price and will help you determine the best offer and terms. In a competitive market, you will want to go in with a strong number you know a seller would find favorable

EARNEST MONEY DEPOSIT

Usually 1-2% of purchase price. The EMD is held by the listing office or the seller's attorney in an Escrow account. It is counted towards your down payment at closing.

FINANCING AMOUNT

Type of mortgage and what percentage of the purchase are you financing, and how much you are putting down as a down payment

BUYER AGENT COMPENSATION

If you are asking the seller to cover your agent's fee, this must be included in your offer as it is a negotiable term.

INSPECTION CONTINGENCY DEADLINE

Typically the buyer has 14 days, unless otherwise stated on the offer, to perform inspections on the home

PROPOSED CLOSING DATE

If using a mortgage, this is typically 45-60 days from acceptance of offer. This is also the date you take possession unless otherwise stated in the offer.

07: WRITING YOUR OFFER

I will guide you through putting together an offer that gives you every advantage in landing the home of your dreams.

UPSTATE VS DOWNSTATE CONTRACT DIFFERENCES

Depending on where you are in the state of NY, purchase contracts are handled differently.

Downstate, your offer is written on a purchase agreement or "binder" with a provision for attorney approval. Attorneys then draft the contract and it is usually signed and executed after inspections.

Upstate, agents use boilerplate "contract" forms to submit offers along with a deposit, so as soon as your offer is accepted, you are actually under contract, with a short attorney approval period. You can still have your contingencies, but it's binding, and it moves much quicker because you skip an entire step in the process.

Here in Columbia County, both processes are used. Either way, you will need an attorney in NY to complete a real estate transaction. Ask for referrals.



If your offer was not the winning bid in a multiple offer situation, BE THE BACK UP. It can be frustrating and heartbreaking to miss out on the home of your dreams. Request that your offer be held as a back up. Deals fall thru for a variety of reasons and if the winning bid falls thru, you want to be 1st on the list for a call from the listing agent before they put the house back on the market.

COMPETITIVE OFFER STRATEGIES

Nothing is more frustrating than finding the perfect home for you, and then finding out that someone else thinks it's the perfect home for them too! However, this situation does happen in our market. It is very common in these situations for the seller to call for "best and final" offers with a deadline. All buyers who have submitted offers have an opportunity to improve their offer. The seller will then review all offers and usually select the best one, rather than negotiate with multiple parties.

OPTION 1: OFFER AMOUNT

I always recommend submitting your highest and best offer. This needs to be an amount you feel comfortable winning OR losing at.

OPTION 2: EARNEST MONEY AMOUNT

Earnest money is a Good Faith Deposit paid upon an accepted offer. It is typically 1-2% of the purchase price. While the EMD is negotiable, you can strengthen your offer by offering a larger EMD or making the EMD hard. Meaning it's non refundable if you terminate within a contingency.

OPTION 3: ESCALATION CLAUSE (IF ALLOWED BY SELLER)

This option is commonly used in multiple offer situations. Verbiage set up like an "auto bid" stating that a buyer will pay "X" amount higher than the next highest competing offer up to a capped \$ amount. To make the offer more competitive, you can increase the amount of the price difference offered between the competing offer and the escalated price. **We would ask the Listing Agent for proof of the competing offer if the escalation clause is put into play.

EXAMPLE:

You offer \$465K with a \$2,000 escalation clause capped at \$480K

COMPETING offer \$465K...your offer becomes \$467K.

COMPETING offer \$481K...your offer stays \$480K

COMPETING offer \$464K...your offer remains \$465K

OPTION 4: INSPECTION CONTINGENCY

A. Shorten the Inspection Contingency period. Scheduling and executing inspections quickly show the seller that you are serious and motivated. Make sure you have a home inspector who has availability to schedule your inspection as soon as your offer is accepted.

B. Waving the inspection contingency, but retaining termination right if inspection does not go well. Or waiving the inspection contingency all together. While this strategy is often used in a multiple offer situation, it can often end in regret for the purchaser. I do not recommend this strategy unless you are confident in your ability to handle unknown defects.

COMPETITIVE OFFER STRATEGIES

OPTION 5: ESCALATE THE PURCHASE PRICE IF AN OFFER IS ACCEPTED EARLY

If the Seller accepts the offer before the designated acceptance deadline, you can offer an escalated price as an incentive to accept the offer early before reviewing other offers.

EXAMPLE: You offer \$465k but will offer \$5k more if the Seller accepts before response deadline. "If Seller accepts this offer by noon on 9/19/2022, Purchase Price to be adjusted to \$470,000."

OPTION 6: POST CLOSING OCCUPANCY AGREEMENT (IF NEEDED)

Upon an accepted offer we would close as soon as the lender will allow from time of contract acceptance, or, on a specific close date the Seller requests. The Seller may then ask for a Post Closing Occupancy Agreement allowing the Seller the option to remain in the property for an additional 30- 60 days. This means you would take possession of the property not on the closing date itself, but the agreed upon possession date and time.

If Seller chose this option, you will execute a "Post Occupancy Agreement" at the time of contract. The Seller will be responsible for paying utilities through the time of Possession as well as maintaining a renters insurance policy. We would also collect a Security Deposit at the time of closing to hold on to until the Possession date to ensure no damage has been made to the property prior to possession being delivered.

OPTION 7: APPRAISAL CLAUSE

If appraisal comes in lower than the offer price, the deficit will have to be covered. You have the option to cover the deficit between the appraised price and purchase price. This amount can be a set amount or unlimited. This should be something discussed with the lender as well to verify funds will be available for negotiation. If the lender states that an appraisal waiver can be issued, we can add verbiage to waive the appraisal contingency in the purchase offer. You will also have to provide proof of funds.

OPTION 8: ESCALATING THE PROPOSED CLOSING DATE

If you are planning to escalate the closing date, your lender and your attorney need to be on board in advance. The mortgage underwriting, the appraisal, and the title search are processes that take time and you will need to know that those processes can be expedited before including in your offer.

Be diplomatic with negotiations after your offer is accepted. Remember that the seller has other interested parties to fall back on. If you become difficult after the offer is accepted, making additional demands or not following through with your promises, the seller may hand you back your deposit and work with someone else.

08: ACCEPTED OFFER... NOW WHAT?

You made an offer, and it has been accepted—go ahead, cue the confetti!

And while it'll be a few more weeks until you can move in, you are past the first hurdle and on your way to closing the deal on your new home sweet home.

Here's a quick rundown on what happens after you've achieved an accepted offer. These next steps are going to move quickly so buckle up and hang on tight.

- First, we will carefully review important dates and information you will need to know to ensure a successful closing. Use the checklist on the following page to get all of your need-to-know information & important dates.
- Send in your Earnest Money Deposit
- You'll need to schedule your home inspection right away. Once the home inspection report comes in, if there are any major defects, we may need time to negotiate any repairs with the seller.
- You'll need to meet with your mortgage lender to complete your mortgage application and lock in your interest rate.



TIP: SCHEDULE ALL INSPECTIONS IMMEDIATELY, SO IF WE NEED TO NEGOTIATE ANY REPAIRS, WE CAN BEFORE THE INSPECTION PERIOD ENDS.

Congrats,

You've got an accepted offer!

Use this checklist to keep track of important due dates and ensure a smooth closing.

PROPERTY ADDRESS:

YOUR ATTORNEY:

YOUR LENDER:

PURCHASE PRICE:

EARNEST MONEY DEPOSIT:

Schedule inspections. The last date to renegotiate or cancel contract due to anything that comes up in inspections is _____ so I recommend scheduling any inspections immediately

INSPECTION DEADLINE

Additional deposit at contract signing. You must send deposit of _____ via check or wire to _____. **IMPORTANT:** Be very careful when wiring any funds. Never trust wiring instructions sent via email.

CONTRACT DEADLINE

Begin loan application. Your loan application needs to be started within 5 days from the executed contract date. During your loan processing, it is VERY IMPORTANT not to make any major job changes, major purchases, or open new credit cards or lines of credit, as any of these activities could alter your qualifications.

2ND DEPOSIT DUE

Obtain home insurance. Start contacting Insurance companies for quotes immediately. You will need to obtain a homeowner insurance policy and provide it to your lender before they will clear you to close.

LOAN APPLICATION DUE

EST. CLOSING DATE



Jennifer Sesma
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www.beachandbartolo.com

JEN SESMA
REAL ESTATE

Beach & Bartolo
Realtors



09: INSPECTIONS & INSURANCE

WHAT IS A HOME INSPECTION?

The home inspection will uncover any issues in the home that would have otherwise been unknown. Licensed Home Inspectors know “a little” about “a lot” of things. They complete a thorough “Head and Shoulders” look at the home. Inspectors will recommend an expert look further into anything that they may be unsure of or needs repair. You will receive a written report of the inspection, but you should also be present for the inspection, so that you can ask the inspector any questions you may have.

WHAT DOES "INSPECTION PERIOD" MEAN?

This period is typically 14 days or as defined in the purchase offer or contract. It is the period of time allowed for the buyer to complete their home inspections and related due diligence. If the results on the inspection report comes back with any major issues that need to be addressed, the buyer may need to obtain quotes and may ask the seller to cover the costs of these repairs, reduce the sales price, or complete repairs before closing. If an agreement can not be made, the buyer has the right to back out of the deal and get their deposit back with no consequences. Any negotiations need to be completed before the expiration of the inspection period.

THE HOME SEEMS FINE, DO I REALLY NEED A HOME INSPECTION?

I always recommend that buyers get a home inspection done. It's your one opportunity to learn about the house before you buy it. You may think the home is in perfect shape, but some of the costliest problems are difficult to spot. The inspection will not only identify major defects, but it will also point out minor items that you should keep an eye on or that may need to be repaired down the line. In the grand scheme of things, paying a few hundred dollars to have peace of mind that there are no hidden dangers or problems is well worth the money.

HOW MUCH DO INSPECTIONS COST?

The cost of the home inspection depends on the size of the house and additional inspections requested: water quality, flow rate for wells, whole well inspections, radon, pest, septic, chimney, lead based paint, and mold. Inspections are priced a la cart and can run between \$500 - \$1500. If the house is on a well or septic, those systems are handled by well and septic companies and are separate inspections. I provide my clients a list of recommended home inspectors, but you are also free to find one on your own.

09: INSPECTIONS & INSURANCE



TIP

The Home Inspection usually takes about 2 hours and is the last time you will spend inside the house until the final walk thru. So it's a good idea to bring a tape measure and take any measurements you might want or start a list of improvements or projects you want to tackle.

WHAT ABOUT HOME OWNERS INSURANCE?

Your lender will require you to obtain a homeowner's insurance policy. You will need to get the lender this information before closing but it's best to start the process early to make sure the property is insurable and HOI cost fits in your budget. Even if you are paying in cash, you'll want your home to be protected with a Homeowners Insurance Policy from the day you take possession. Ask for insurance broker referrals.

SIGN CONTRACT:

While you are completing your inspections, the attorneys will be reviewing and finalizing the contract. If you went straight to contract with your offer, there is still an attorney approval period of 4-5 days. In this case, a new contract is not drafted, but attorneys issue approval letters. Make sure you ask any questions you have before signing the contract or any riders or addendums. Once the buyer signs, it will go to the seller to sign. It's not considered fully executed until both parties have signed and a deposit has been received by the seller's attorney and placed in escrow.

COMPLETE LOAN APPLICATION:

You usually have 5 days from the date of contract execution to complete the mortgage loan application unless otherwise stated in the contract.

PREPARING TO CLOSE!

Pre-Closing Checklist

BRAVO! HERE'S WHAT YOU'VE COMPLETED SO FAR:

- Under contract**
- Inspections**
- Mortgage Application**
- Obtain Homeowners Insurance**

**THE CLOSING TABLE IS NEAR!
HERE'S WHAT'S NEXT:**

ORDER SURVEY (OPTIONAL):

Surveys are not required to complete a real estate transaction in NY, but they are recommended especially if there is not a recent survey on file. If you want one done, buyer is responsible to order and pay for the survey (this will be in your closing costs). The survey is a sketch showing a map of the property lines/boundaries among other things. The survey will show the actual property lines and will uncover any encroachments on the property. They can take some time to complete, so order it as soon as you enter contract. The survey will be filed with your deed in the county clerks office when you close.

APPRAISAL:

An appraisal is an 3rd party estimate of the value of the property completed by a licensed professional appraiser, with the goal of verifying the value of the property for your lender and to protect you from overpaying. The mortgage is contingent upon the property appraising at or above the purchase price. If the appraisal comes back short, you would need to put additional money down, renegotiate with the seller, or walk away. Appraisals can be waived in some cases which would make your offer in a multiple offer situation more competitive. Ask your lender if this is an option for you. The appraisal will be ordered by the lender and paid for by the buyer.

TIP

It is very important not to make any major job changes, major purchases, or open new credit cards or lines of credit, as any of these activities could alter your qualifications for a loan.

PREPARING TO CLOSE!

We are so close to the closing table! Here's what's going to happen leading up to you receiving the keys and taking possession at the closing.

TITLE:

The title company will conduct a title search to ensure the property is legitimate and find if there are any outstanding mortgage liens, judgements, restrictions, easements, leases, unpaid taxes, or any other restrictions that would impact your ownership associated with the property. Once the title is found to be clean, the title company will issue a title insurance policy which protects lenders and owner against claims or legal fees that may arise from an ownership dispute of the property. The title search and insurance will be a part of your closing costs.

UTILITIES AND SERVICE PROVIDERS:

Before closing you will need to set up utility accounts (you will receive a list from the seller). Now would be the time to research any service providers that you want to work with or hire: Moving companies, locksmith, lawn care, snow removal, fuel providers if the house uses propane or oil, pool companies, tree companies, etc. If you are looking to hire any contractors for renovations after closing, you may want to interview them and get on their schedule. Just don't make any large purchases without letting your lender know as it could impact your financing.

CLEAR TO CLOSE:

The magic words! It means the mortgage underwriter has officially approved all documentation required to fund the loan. All that remains is the actual closing process. Attorneys will schedule your closing.



10: IT'S CLOSING TIME!

You've gotten the "clear-to-close" and we've scheduled our closing date and time – let's answer some questions you may have about closing day:

Q: HOW DO I KNOW HOW MUCH CASH TO BRING TO CLOSING?

A: You will receive a closing statement from your attorney or lender outlining all funds received to date and all fees and expenses itemized. This includes prorated property taxes and fuel, title fees, recording fees, attorney fees, brokerage commissions, survey fees, lender fees, etc. The bottom line will be the cash needed to close. Your attorney will provide instructions on a wire transfer or a cashier/certified bank check.

Q: WHAT AND WHEN IS THE FINAL WALK-THROUGH?

A: The final walk-through is exactly what it sounds like – it allows the buyers to do one last walk through before closing to confirm that the seller made the repairs that were agreed upon and to make sure the home is in the same condition it was when you entered contract. We will typically schedule the walk thru right before (an hour before-up to 24hrs before) the closing.

Q: WHO WILL BE AT CLOSING?

A: Situations vary, but you can expect some combination of these folks: Buyer (that's you!), seller, buyer and seller attorneys, real estate agents, closing agent/lender's attorney, and title company representative. Remote closings are more common these days so in that case, it could just be you, your attorney and the lender's attorney.

Q: WHAT HAPPENS AT THE CLOSING?

A: Stretch those fingers and get ready to sign, sign, sign. At closing, the parties sign legal agreements, disclosures, affidavits, the buyer signs mortgage documents, settlement statements are reviewed, funds are exchanged, and buyer receives keys.

Q: WHAT SHOULD I BRING?

A: Bring your photo ID and a cashier's check to pay any closing costs. Your attorney will tell you any other documents specific to your situation. The closing process is relatively simple but be prepared for A LOT of paperwork. Your Attorney will walk you thru every document, but you should always ask if you have any questions along the way.

CLOSING TIME!

PRE CLOSING CHECKLIST

- Obtained homeowner's insurance and provided the lender with the policy
- Review the closing statement to ensure you have the funds for closing
- Set up utility accounts to avoid power getting shut off
- Wire funds to your attorney or get cashier check
- Complete Final Walk-through
- Bring your driver's license or passport to closing table

POST CLOSING CHECKLIST

- Secure copies of all the closing documents and store them in a safe place.
- Change the locks
- Update any keypads
- Open a 'home maintenance' High Yield Savings Account
- Install smart thermostats and doorbells
- Update your address on all your accounts, with your employer, driver license, insurance, etc.
- Meet the neighbors!



BUYER DISCLOSURES: AGENCY



Division of Licensing Services

New York State
Department of State
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001
Customer Service: (518) 474-4429
www.dos.ny.gov

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not consistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller cannot provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will

BUYER DISCLOSURES: AGENCY

New York State Disclosure Form for Buyer and Seller

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by _____ of _____
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

Seller as a (check relationship below)

Seller's Agent

Broker's Agent

Buyer as a (check relationship below)

Buyer's Agent

Broker's Agent

Dual Agent

Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

Advance Informed Consent Dual Agency

Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure form:

Signature of Buyer(s) and/or Seller(s):

Date: _____

Date: _____

BUYER DISCLOSURES: FAIR HOUSING



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by "steering" which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by "blockbusting" which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division's offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State's website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department's office in person, or contact one of the Department's offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.

BUYER DISCLOSURES: FAIR HOUSING



**Division of
Licensing Services**

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit
<https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Jennifer Sesma (print name of Real Estate Salesperson/
Broker) of Beach & Bartolo Realtors (print name of Real Estate company, firm or brokerage)

(I)(We) _____

(Real Estate Consumer/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Real Estate Consumer/Seller/Landlord Signature _____ Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.

BUYER REP AGREEMENTS: EXCLUSIVE

environmental condition whether such statement is oral or written. Notwithstanding the provisions of this section, the broker hereby agrees to truthfully and honestly disclose to the Client any and all information affecting both the property and the locale within which the property is located of which the Broker has actual knowledge.

3. **FAIR HOUSING BROKER** is committed to compliance with all laws as well as the philosophy of fair housing for all people. BROKER will present properties to BUYER in full compliance with local, State and Federal Fair Housing laws as well as the National Association of REALTORS® Code of Ethics against discrimination on the basis of race, color, religion, sex, gender identity, national origin, handicap, age, marital status and/or familial status, children or other prohibited factors.

4. **IN-HOUSE SALES** If BUYER expresses interest in property owned by a seller who has an agency relationship with BROKER ["seller's broker"], a conflict has arisen. The BROKER shall immediately advise both the BUYER client and seller client of the pertinent facts including the fact that a dual agency situation has arisen, and that the following options are available:

- a. BROKER and BUYER could dissolve their agency relationship. BUYER may then seek to retain another broker, and/or an attorney, or may represent himself. This would release BUYER from their obligations under this AGREEMENT for that property only. BROKER may continue to act as Agent for Seller.
- b. BROKER and seller could dissolve their agency relationship. The seller may then seek to retain another broker, and/or an attorney, or may represent (her)himself. This would release the seller from any listing agreement which was entered into with BROKER. BROKER may continue to act as agent for BUYER and the BUYER remains obligated under this AGREEMENT.
- c. With fully informed consent, BUYER and seller may elect to continue with the brokerage firm serving as a consensual dual agent which is the exception to the general rule that agents serve one principal. In dual agency, the BROKER and its agents have a duty of fairness to both the BUYER and seller. As a dual agent, the firm and its agents cannot furnish undivided loyalty to either party. As a dual agent, the firm and its licensee agents have a duty not to disclose confidential information given by one principal to the other principal, such as the price one is willing to pay or accept. Such information may already be known to the firm and its agents. If the information is of such a nature that the agent cannot fairly give advice without disclosing it, the agent cannot properly continue to act as an agent.
- d. With fully informed consent, BUYER and seller may elect to continue with the brokerage firm serving as a consensual dual agent with designated sales agents. The BROKER of the firm will be a dual agent and the seller and BUYER will have different agents of the firm advocate on their behalf. The designated sales agent for the BUYER will function as the buyer's agent representing the interests of and advocating on behalf of the BUYER and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the BUYER and seller. A designated sales agent cannot provide the full range of fiduciary duties to the BUYER or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty.

For transactions where the BUYER and BROKER agree to Dual Agency or Dual Agency with Designated Sales Agent, the BUYER and BROKER agree that the BUYER will be obligated to compensate the BROKER the full amount of compensation pursuant to section 1 of this agreement as the BROKER may not request compensation from the seller or listing broker.

If BUYER and seller do not mutually agree on one of the options set forth above, the proposed transaction between BUYER and seller shall not be pursued.

5. **OTHER POTENTIAL BUYERS** BUYER understands that other potential buyers may consider making offers on or acquire, through BROKER, the same or similar properties as BUYER is seeking to acquire. BUYER consents to BROKER's representation of such other potential buyers before, during and after the expiration of this AGREEMENT. In the event the AGENT represents another client interested in the property, the AGENT must receive the consent of all clients interested in the property before proceeding. If consent of all parties is not received, the proposed transaction between any buyer and seller shall not be pursued.

6. **PURCHASE OFFER MONEYS** In the event BUYER provides to BROKER a check for purchase offer moneys, BUYER hereby instructs BROKER to deliver or deposit said check pursuant to the terms of the purchase contract. If BROKER is also agent of the owner, BUYER acknowledges that upon acceptance of BUYER's offer and deposit of such funds, that BROKER will be acting as agent of both the owner and BUYER with respect to such moneys and will release such moneys only as follows: upon direction of BUYER and owner; or deposit same with the Clerk of the Supreme Court in the County in which the property is located, pursuant to section 294-b of the Real Property Law or an interpleader petition.

7. ADDITIONAL TERMS

- a. Upon request by BROKER, BUYER agrees to provide a signature acknowledgement to a listing of properties shown to BUYER by BROKER during the term of this AGREEMENT.

BUYER REP AGREEMENTS: EXCLUSIVE

- b. This document and any Addendum hereto, contains the entire agreement of the parties and supersedes all prior agreements or representations which are not expressly set forth herein between these parties.
- c. This AGREEMENT may be modified only in writing signed and dated by both parties. BUYER acknowledges that BUYER has not relied on any statements of BROKER or AGENT which are not herein expressed.

8. HOME EQUITY THEFT PREVENTION ACT: Please initial (only one): I am planning on purchasing the property: _____ for use as a primary residence or; _____ for use as a second home or investment property

9. MISCELLANEOUS BUYER has read and understands this contract and does hereby acknowledge receipt of a copy thereof. This contract is the entire agreement between the parties and may not be changed except in a writing signed by both parties. This contract shall be binding upon the parties hereto, and their respective heirs, successors, or assigns as of the EFFECTIVE DATE. For purposes of this contract, "BUYER" refers to each and all parties who will have an ownership interest in the PROPERTY and the undersigned BUYER represents that he/she will be the sole and exclusive owner and is fully authorized to enter into this contract. As used in this contract, the neuter includes the masculine and feminine, the singular includes the plural and the plural includes the singular, as the context may require. BUYER understands and agrees that the Board/Association of REALTORS and/or the MLS are not the BUYERS' agents and none of the terms of this AGREEMENT shall make them the BUYERS' agents.

10. DISPUTE RESOLUTION:

- a. The parties agree that any dispute concerning the terms and conditions of this Agreement that cannot be amicably resolved between them shall first be submitted to mediation proceedings conducted in accordance with the rules of the National Association of Realtors® and the local Realtor® association – or, if that association does not provide for mediation, by a mediator mutually agreed upon by the parties. Mediation fees and costs, if any, shall be divided equally among the parties involved.
- b. If the dispute is not timely resolved through mediation, either party may submit the dispute to binding arbitration before the local Realtor® association in accordance with the procedure set forth in the National Association of Realtors® Code of Ethics and Arbitration Manual. Each party shall bear its own fees and costs, and the fees of the arbitration.
- c. The parties agree that arbitration as set forth above shall be the exclusive procedure for resolution of all disputes that cannot be resolved through mediation. Each party hereby waives the right to bring any lawsuit relating to any transaction covered by this Agreement and further waives the right to join, or be part of, any class action or any other legal action relating to claims arising from any such transaction.
- d. Notwithstanding any provision to the contrary contained in this Agreement, if Broker is held to be liable for any matter arising from this Agreement, the maximum liability of Broker shall not exceed the aggregate amount received by Broker in connection with the transaction in question, not including filing or related administrative fees.

BUYER _____ Date: _____ (EFFECTIVE DATE)

BUYER _____ Date: _____ (EFFECTIVE DATE)

BUYER'S BROKER _____ Date: _____ (EFFECTIVE DATE)

The "EFFECTIVE DATE" of this Agreement shall be latest date entered above alongside the parties' signatures

BUYER REP AGREEMENTS: NON-EXCLUSIVE



NON-EXCLUSIVE BUYER AGENCY COMPENSATION AGREEMENT

CO-BRANDING
AREA

THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING

I/WE _____ (BUYER) hereby retains _____ (BROKER) represented by _____ (AGENT) to represent BUYER as a Buyer's Agent.

BUYER grants to BROKER the non-exclusive right to locate or procure real property acceptable for purchase/lease by BUYER. The final decision whether or not a property is acceptable for purchase shall be solely within the discretion of BUYER. BUYER understands that this AGREEMENT is only a compensation agreement between the BUYER and the BROKER for services provided in the purchase of a property by the BUYER.

The Buyer's Agent will use reasonable efforts in locating a property on price and terms acceptable to BUYER; use professional knowledge and skills to negotiate for BUYER's purchase of the property; assist BUYER throughout the transaction and act in BUYER's best interests at all times; present written agreements to the seller or to seller's agent; may assist BUYER in obtaining financing and in researching financing alternatives. Such representation is effective upon the signing of this AGREEMENT and ends at midnight on _____, 20__ or upon the closing of a property purchased in accordance with this AGREEMENT. The terms and conditions of this AGREEMENT are as follows:

1. BUYER'S OBLIGATIONS During the term of this AGREEMENT, BUYER agrees to provide to BROKER upon request: the general nature, location, requirements and preferred terms and conditions, which BUYER is seeking in connection with the acquisition of desired property; and relevant personal and financial information to assure BUYER's ability to obtain financing.

2. COMPENSATION:

___/___ PLEASE INITIAL

Compensation is not set by law or any Realtor® association or MLS. BUYER understands that compensation to BROKER is fully negotiable between the BUYER and the BROKER.

BUYER agrees that the BROKER shall receive compensation if BUYER or any other person acting on BUYER's behalf buys, exchanges for, obtains an option on, or leases real property located and/or shown by the BROKER to the BUYER. A list of such properties located or shown by BROKER and covered under this AGREEMENT may be listed below and/or by an addendum. BUYER agrees that BROKER shall be compensated \$ _____ or _____% of the purchase price of the property or _____% of the aggregate rental of the Lease and all options as exercised or \$ _____, which sum shall become due and payable when BROKER brings about a meeting of the minds between BUYER and the seller/lessor. BROKER is authorized to have the agreed upon compensation paid by the Seller or the Listing Broker under the Purchase Agreement or otherwise except as set forth in section 4(c) or 4(d). However, to the extent that the agreed upon compensation is not paid to BROKER by the Seller or the Listing Broker, BUYER shall be fully responsible to BROKER for the difference between the agreed upon compensation and any amount received by BROKER from the Seller and/or Listing Broker. If BUYER and BROKER agree to dual agency or dual agency with designated sales agents (see section 4(c) and 4(d)), the BUYER shall be responsible for compensating the BROKER the full amount set forth above. BROKER may not receive compensation from any source that exceeds the amount or rate agreed to with the BUYER unless the BROKER and BUYER have agreed to the additional compensation in writing.

BUYER shall pay BROKER a retainer fee of \$ _____ upon signing this AGREEMENT, which shall be credited against the compensation received by BROKER upon the consummation of a transaction by BUYER.

BUYER acknowledges that if within ___ days of the termination of this AGREEMENT, with or without the services of a licensed agent, BUYER buys, exchanges for, obtains an option on, or leases real property shown to BUYER by BROKER during the term of this AGREEMENT, compensation as set forth in this AGREEMENT shall be applicable and BUYER shall pay such fee to BROKER.

3. FAIR HOUSING BROKER is committed to compliance with all laws as well as the philosophy of fair housing for all people. BROKER will present properties to BUYER in full compliance with local, State and Federal Fair Housing laws as well as the National Association of REALTORS® Code of Ethics.

4. IN-HOUSE SALES If BUYER expresses interest in property owned by a seller who has an agency relationship with BROKER ("seller's broker"), a conflict has arisen. The BROKER shall immediately advise both the BUYER client and seller client of the pertinent facts including the fact that a dual agency situation has arisen, and that the following options are available:

- BROKER and BUYER could dissolve their agency relationship. BUYER may then seek to retain another broker, and/or an attorney, or may represent himself. This would release BUYER from their obligations under this AGREEMENT for that property only. BROKER may continue to act as Agent for Seller.

BUYER REP AGREEMENTS: NON-EXCLUSIVE

- b. BROKER and seller could dissolve their agency relationship. The seller may then seek to retain another broker, and/or an attorney, or may represent (her)himself. This would release the seller from any listing agreement which was entered into with BROKER. BROKER may continue to act as agent for BUYER and the BUYER remains obligated under this AGREEMENT.
- c. With fully informed consent, BUYER and seller may elect to continue with the brokerage firm serving as a consensual dual agent which is the exception to the general rule that agents serve one principal. In dual agency, the BROKER and its agents have a duty of fairness to both the BUYER and seller. As a dual agent, the firm and its agents cannot furnish undivided loyalty to either party. As a dual agent, the firm and its licensee agents have a duty not to disclose confidential information given by one principal to the other principal, such as the price one is willing to pay or accept. Such information may already be known to the firm and its agents. If the information is of such a nature that the agent cannot fairly give advice without disclosing it, the agent cannot properly continue to act as an agent.
- d. With fully informed consent, BUYER and seller may elect to continue with the brokerage firm serving as a consensual dual agent with designated sales agents. The BROKER of the firm will be a dual agent and the seller and BUYER will have different agents of the firm advocate on their behalf. The designated sales agent for the BUYER will function as the buyer's agent representing the interests of and advocating on behalf of the BUYER and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the BUYER and seller. A designated sales agent cannot provide the full range of fiduciary duties to the BUYER or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty.

For transactions where the BUYER and BROKER agree to Dual Agency or Dual Agency with Designated Sales Agent, the BUYER and BROKER agree that the BUYER will be obligated to compensate the BROKER the full amount of compensation pursuant to section 2 of this agreement as the BROKER may not request compensation from the seller or listing broker.

If BUYER and seller do not mutually agree on one of the options set forth above, the proposed transaction between BUYER and seller shall not be pursued.

5. OTHER POTENTIAL BUYERS BUYER understands that other potential buyers may consider making offers on or acquire, through BROKER, the same or similar properties as BUYER is seeking to acquire. BUYER consents to BROKER's representation of such other potential buyers before, during and after the expiration of this AGREEMENT. In the event the AGENT represents another buyer interested in the property, the AGENT must receive the consent of all buyers interested in the property before proceeding. If consent of all parties is not received, the proposed transaction between any buyer and seller shall not be pursued.

6. ADDITIONAL TERMS

- a. Upon request by BROKER, BUYER agrees to provide a signature acknowledgement to a listing of properties shown to BUYER by BROKER during the term of this AGREEMENT.
- b. This document and any Addendum hereto, contains the entire agreement of the parties and supersedes all prior agreements or representations which are not expressly set forth herein between these parties.
- c. This AGREEMENT may be modified only in writing signed and dated by both parties. BUYER acknowledges that BUYER has not relied on any statements of BROKER or AGENT which are not herein expressed.

7. HOME EQUITY THEFT PREVENTION ACT: Please initial (only one): I am planning on purchasing the property: _____ for use as a primary residence or; _____ for use as a second home or investment property

8. MISCELLANEOUS BUYER has read and understands this contract and does hereby acknowledge receipt of a copy thereof. This contract is the entire agreement between the parties and may not be changed except in a writing signed by both parties. This contract shall be binding upon the parties hereto, and their respective heirs, successors, or assigns as of the EFFECTIVE DATE. For purposes of this contract, "BUYER" refers to each and all parties who will have an ownership interest in the PROPERTY and the undersigned BUYER represents that he/she will be the sole and exclusive owner and is fully authorized to enter into this contract. As used in this contract, the neuter includes the masculine and feminine, the singular includes the plural and the plural includes the singular, as the context may require. BUYER understands and agrees that the Board/Association of REALTORS and/or the MLS are not the BUYERS' agents and none of the terms of this AGREEMENT shall make them the BUYERS' agents.

9. DISPUTE RESOLUTION:

- a. The parties agree that any dispute concerning the terms and conditions of this Agreement that cannot be amicably resolved between them shall first be submitted to mediation proceedings conducted in accordance with the rules of the National Association of Realtors® and the local Realtor® association – or, if that association does not provide for mediation, by a mediator mutually agreed upon by the parties. Mediation fees and costs, if any, shall be divided equally among the parties involved.

BUYER REP AGREEMENTS: NON-EXCLUSIVE

- b. If the dispute is not timely resolved through mediation, either party may submit the dispute to binding arbitration before the local Realtor® association in accordance with the procedure set forth in the National Association of Realtors® Code of Ethics and Arbitration Manual. Each party shall bear its own fees and costs, and the fees of the arbitration.
- c. The parties agree that arbitration as set forth above shall be the exclusive procedure for resolution of all disputes that cannot be resolved through mediation. Each party hereby waives the right to bring any lawsuit relating to any transaction covered by this Agreement and further waives the right to join, or be part of, any class action or any other legal action relating to claims arising from any such transaction.
- d. Notwithstanding any provision to the contrary contained in this Agreement, if Broker is held to be liable for any matter arising from this Agreement, the maximum liability of Broker shall not exceed the aggregate amount received by Broker in connection with the transaction in question, not including filing or related administrative fees.

Properties viewed (an addendum may also be used):

BUYER _____ Date: _____ (EFFECTIVE DATE)

BUYER _____ Date: _____ (EFFECTIVE DATE)

BUYER'S BROKER _____ Date: _____ (EFFECTIVE DATE)

The "EFFECTIVE DATE" of this Agreement shall be latest date entered above alongside the parties' signatures

PURCHASE CONTRACTS: UPSTATE CONTRACT



CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.

1. IDENTIFICATION OF PARTIES TO THE CONTRACT

- A. SELLER** - The Seller is _____
residing at _____
(the word "Seller" refers to each and all parties who have an ownership interest in the property).
- B. BUYER** - The Buyer is _____
residing at _____
(the word "Buyer" refers to each and all of those who signed below as Buyer).

2. PROPERTY TO BE SOLD

Seller agrees to sell and Buyer agrees to purchase the property known as _____, located in the City, Village or Town of _____ in _____ County, State of New York. The property includes all of Seller's transferable rights, privileges, and easements, if any, related to the property. The lot size is as per deed and approximately _____. A copy of the deed must be provided by the Seller.
Tax Map Number(s): _____.

3. ITEMS INCLUDED IN SALE

The items listed in A, B & C below, if now in or on said premises, are included in the sale. Seller warrants that Seller has good legal title free and clear of all liens and encumbrances to all these articles or has stipulated in D below that such are rental items. Such items will be in working order at the time of closing. The condition of the personal property is made without warranty.

A. GENERAL ITEMS - The following items, if now in or on said premises, are included in the sale unless specifically excluded from this Contract. None of these articles shall be removed from the premises by the Seller after signing this contract.

Awnings	Flagpoles	Radiator Covers
Bathroom Mirrors	Generators (built-in/hard-wired)	Shades & Blinds
Built-in Appliances (including range hood)	Heating/Central Air & Associated Fixtures	Sheds
Built-in Cabinets	Hot Tub/Spa/Sauna	Shrubs, Trees, Plants & Other Landscaping
Built-in Closet Systems	Invisible Fence, Transmitter Receiver/Collar	Solar Panels (if owned by Seller)
Built-in Security & Alarm Systems	Light Bulbs, Switch Plates & Outlet Covers	Storm & Screen Doors
Compactors & Disposals	Lighting Fixtures, Paddle Fans & Remotes	Storm Windows & Screens
Door Hardware incl. Knockers	Mailboxes	Television Aerials, Rotors & Satellite Dishes
Drapery, Valences, Curtain & Traverse Rods	Owned Fuel Tanks (propane, oil, etc.)	Television Wall Mounts
Garage Door Openers & Remotes	Playground Equipment (Swing Set etc.)	Wall-to-Wall Carpeting, as placed
Fencing	Plumbing Fixtures	Water Filters & Treatment Systems
Fire, Smoke & Carbon Monoxide Detectors	Pool and all Pool Equipment/Supplies	Weathervanes
Fireplace Mantels, Inserts, Doors, Screens	Pumps (including Water & Sump)	Wood Furnaces

B. APPLIANCES - The following appliances indicated below are also included in the purchase price:

- Stove Refrigerator Dishwasher Microwave Freezer Washer Dryer Wood Stove

C. OTHER INCLUDED ITEMS: _____

D. LEASED/RENTAL ITEMS -The following are leased/rental items: _____

E. ITEMS EXCLUDED FROM SALE: _____

4. PURCHASE PRICE

The purchase price is _____ DOLLARS

(\$ _____). The Buyer shall pay the purchase price as follows:

- A.** \$ _____ deposit held pursuant to paragraph 15
B. \$ _____ additional deposit on _____
C. \$ _____ in certified check, bank draft, or attorney escrow account check at closing (Purchase Price - A - B = C)
D. \$ _____ seller's contribution (as referenced in paragraph 5Biii)
E. \$ _____

All costs and fees relative to the closing for both the Buyer and Seller shall be paid by certified funds or attorney escrow checks. **No third-party checks will be accepted at closing.**

5. FINANCING

A. **CASH**

The mortgage contingency is hereby waived. Buyer shall provide written verification of available funds prior to the close of attorney review as specified in paragraph 17.

B. **MORTGAGE**

- i. This Agreement is contingent upon Buyer obtaining approval of a Conventional, FHA, VA (if FHA or VA, see attached required addendum), or _____ mortgage loan of \$ _____ for a term of not more than _____ years at a fixed or adjustable interest rate not to exceed the prevailing rate. Buyer agrees to use diligent efforts to obtain said approval and shall apply for a mortgage loan within _____ business days after the Seller has accepted this contract.
- ii. Buyer agrees to apply for such mortgage loan to at least one lending institution or licensed mortgage broker. Upon receipt of a written mortgage commitment (the "Commitment Date") or in the event Buyer chooses to waive this mortgage contingency, Buyer shall provide notice in writing to both attorneys of Buyer's receipt of the mortgage commitment or of Buyer's waiving of this contingency. Upon receipt of such notice this contingency shall be deemed waived or satisfied as the case may be. In the event notice as called for in the preceding sentence has not been received on or before _____, then either Buyer or Seller may terminate, or the parties may mutually agree to extend, this contract by written notice to both attorneys. Upon receipt

PURCHASE CONTRACTS: UPSTATE CONTRACT

of termination notice from either party, and in the case of notice by the Buyer, proof of Buyer's inability to obtain said mortgage approval, this agreement shall be cancelled, null and void and all deposits made hereunder shall be returned to the Buyer. If Buyer does not receive clear to close by their lender within twenty (20) business days of the Commitment Date, then upon no less than three (3) business days' notice at any time thereafter, Seller may terminate this contract by written notice to Buyer in accordance with Paragraph 22.

- iii. **Seller's Contribution:** At closing, as a credit toward prepaids, closing costs and/or points, Seller shall credit to Buyer \$ _____ of the purchase price.
- iv. In the event Buyer's lender requires certain improvements as part of their mortgage commitment, said repairs must be acceptable to the parties prior to installation and, if acceptable, shall be performed at the expense of the Buyer unless otherwise agreed to in writing. The Buyer shall be responsible for the risk of loss to said improvements in the event the closing does not occur through no fault of the Seller.
- v. This contract is or is not contingent on the sale of another property prior to the transfer of title.

6. MORTGAGE EXPENSE AND RECORDING FEES

The Mortgage Recording Tax imposed on the mortgagor, mortgage and deed recording fees, expenses of drawing papers and any other expenses to be incurred in connection with procuring a mortgage, shall be paid by the Buyer. The Seller further agrees to pay the expenses of procuring and recording satisfactions of any existing mortgages.

7. TITLE AND SURVEY

A 40-year abstract of title, 5-year tax search, and any continuations thereof: or a fee title insurance policy, shall be obtained at the expense of the Buyer Seller. The Seller shall cooperate in providing any available survey, abstract of title, or title insurance policy information without cost to Buyer. The Buyer shall pay the cost of updating any such survey or the cost of a new survey. Where the property is improved with a manufactured home, which is included in the sale, the Seller shall provide the original title, a copy of the HUD seal affixed to the property, and confirmation that title will be conveyed free and clear of all liens.

8. CONDITIONS AFFECTING TITLE

The Seller shall convey and the Buyer shall accept the property subject to all covenants, conditions, restrictions, easements of record, and zoning and environmental protection laws so long as the property is not in violation thereof and any of the foregoing does not prevent the intended use of the property for the purpose of _____; also is subject or is not subject to any existing tenancies, any unpaid installments of street and other improvement assessments payable after the date of the transfer of title to the property, and any state of facts which an inspection and/or accurate survey may show, provided that nothing in this paragraph renders the title to the property unmarketable. Seller further agrees not to grant any leases, easements, or restrictions against the property on or after the date of this agreement. If Buyer correctly rejects Seller's title to the property as unmarketable, Seller shall have a reasonable length of time to cure the objection. If Seller is unable to cure the objection, Seller's sole responsibility shall be to return all deposits to Buyer without interest, and upon such payment this contract shall be terminated, and Seller shall be discharged of all liability to Buyer.

9. DEED

The property shall be transferred from Seller to Buyer by means of a Warranty Deed with Lien Covenant furnished by Seller, unless otherwise agreed to in writing by both parties. However, if Seller is transferring the property as an executor, administrator, trustee, guardian, or other fiduciary, the deed usual to such cases shall be acceptable. The deed and real property transfer gains tax affidavit will be properly prepared and signed so that it will be accepted for recording by the County Clerk in the County in which the property is located. Seller agrees to cooperate in signing any reasonable title affidavits requested by a title company of the Buyer's choice, executing any reasonable Closing Disclosure or other forms requested by Buyer's lender.

10. TAX COMPLIANCE

- A. Seller shall pay the New York State Real Property Transfer Tax imposed by Tax Law Section 1402 and, if applicable, Buyer shall pay the Additional Tax (aka "Mansion Tax" or "Luxury Tax") imposed by Tax Law Section 1402-a and calculated on the TP-584 provided by the Seller with allowance for any applicable tax credits.
- B. If required by law, Seller will complete and execute Form IT-2663 (Non-NYS Residential Tax Gains) and pay the required tax.
- C. Seller represents and warrants to Buyer that all occupancy taxes arising out of rentals of the property have been or will be paid before closing. In the event of a breach of this representation and warranty, Seller shall indemnify Buyer from any liability Buyer may suffer for such tax obligation that shall have arisen during Seller's ownership of the property. This paragraph shall survive the closing of title.

11. TAX AND OTHER ADJUSTMENTS

The following, if any, shall be apportioned so that the Buyer and Seller are assuming the expenses of the property and income from the property pro-rated as of the date of title transfer:

- A. Seller shall assign to Buyer all written leases, rents, security deposits affecting the premises; and furnish a signed Estoppel Certificate from each Tenant.
- B. Taxes, sewer, water, and condominium or homeowner association fees.
- C. Municipal assessment yearly installments except as set forth in paragraph "8".
- D. Fuel, based upon fair market value at time of closing as confirmed by a certification provided by Seller's supplier.

12. PRE-CLOSING INSPECTION

Buyer, or their chosen representative, has the right to inspect the property at a reasonable hour within 48 hours prior to the transfer of title to ascertain there has been no material change in the condition of the property and included items from contract. Seller shall leave the premises in broom clean condition and be promptly notified of any problems discovered.

PURCHASE CONTRACTS: UPSTATE CONTRACT

13. TRANSFER OF TITLE

The transfer of title to the property from Seller to Buyer will take place at a location within 30 miles of the premises, at the county clerk's office where the property is located, or at a location that is mutually agreeable to the parties. The closing will be **on or about** _____ . Both Seller and Buyer shall provide an unexpired, government-issued photo identification at closing.

14. POSSESSION

Buyer shall be granted possession of the property at closing, including keys, garage door openers, and/or security codes.

15. DEPOSITS

Check payable to: _____ Financial Institution: _____

It is agreed that if the offer is accepted by the Seller, the deposit will be delivered to the Listing Broker within ____ days. All deposits made by the Buyer will be held in a non-interest-bearing escrow account held by the Listing Broker at the institution identified above until the contingencies and terms have been met. The Buyer will receive credit on the total amount of the deposit toward the purchase price. The Listing Broker shall then apply the total deposit to the brokerage fee. Any excess of deposit over and above such fee will go to the Seller. Upon the satisfaction of all contingencies in this contract, the deposit(s) made by the Buyer pursuant to Paragraph 4A & 4B shall be deemed non-refundable, provided however, that Buyer shall receive a refund of all deposits made by Buyer if:

- a. Seller is in default of its obligations under this agreement, or
- b. Seller is unable to deliver a marketable title, or
- c. This contract is terminated pursuant to any other provision of this Contract.

In the event of a dispute over the release of any funds, if the Broker holding the deposit determines, in its sole discretion, that sufficient progress is not being made toward a resolution of the dispute, that Broker may commence an interpleader action and pay the deposit monies into Supreme Court of the county where the property is located. The Broker's reasonable costs and expenses, including attorney's fees, shall be paid from the deposit upon the resolution of the interpleader action and the remaining net proceeds of the deposit shall be disbursed to the prevailing claimant. In the event the deposit is insufficient to cover the Broker's entitlement, the non-prevailing party shall pay the remaining balance.

16. REAL ESTATE BROKER AND COOPERATING BROKER COMPENSATION

A. **REAL ESTATE BROKER:** The Seller and Buyer agree that _____ (Listing Broker) and _____ (Selling Broker) brought about the sale, and Seller agrees to pay the brokerage commission as set forth in the listing agreement and Buyer agrees to pay brokers' commission as set forth in the buyer's broker agreement, if applicable.

B. **COOPERATING BROKER COMPENSATION:** The Cooperating Broker shall be paid % of the purchase price or \$ _____ no later than closing, unless otherwise agreed upon in writing. The Seller is offering to contribute % of the purchase price or \$ _____ towards this fee and the Cooperating Broker agrees to apply this amount against its commission under any agency agreement with Buyer. Nothing herein shall be deemed to have altered the agency relationships disclosed.

17. ATTORNEY APPROVAL

This agreement is contingent upon Buyer and Seller obtaining approval of this agreement by their attorney as to all matters, without limitation. This contingency shall be deemed waived unless Buyer's or Seller's attorney on behalf of their client notifies the other party or their counsel in writing, as called for in Paragraph 22, of their disapproval of this agreement no later than (date) _____ (suggested minimum of three (3) business days). If Buyer's or Seller's attorney so notifies, then this agreement shall be deemed cancelled, null and void, and all deposits shall be returned to the Buyer.

Seller and Buyer are hereby advised it is highly recommended that they retain the services of an attorney. If Seller or Buyer chooses not to retain the services of an attorney, Seller and/or Buyer assume all risks associated with not retaining an attorney and each holds the real estate brokers and their associated licensees harmless from any damages that may occur as a result thereof. Seller and Buyer understand that the real estate brokers and their associated licensees are prohibited from practicing law without a license and are unable to provide any legal services to Seller or Buyer under any circumstances.

18. TIME PERIOD OF OFFER

Buyer and Seller understand and agree that, unless earlier withdrawn, this offer is good until _____ a.m. _____ p.m. on _____, and if not accepted, executed, and delivered to the Buyer by the Seller prior to that time, then this offer becomes null and void.

19. CONDITION OF PREMISES

The buildings on the premises are sold "as is" without warranty as to condition, and Buyer agrees to take title to the buildings "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between the date hereof and the closing of title except that in the case of any destruction within the meaning of the provisions of Section 5-1311 of The General Obligations Law of the State of New York entitled "Uniform Vendor and Buyer Risk Act," said section shall apply to this contract. Seller will maintain the property (including but not limited to structures, seasonal grounds maintenance, fixtures, appliances, and personal property specifically listed in this agreement) in its present condition, normal wear and tear excepted, and leave the property in broom swept condition at closing.

20. **INSPECTIONS:** The offer to purchase is contingent upon satisfactory results of a home inspection completed by a licensed home inspector, architect, engineer, or code enforcement official authorized by statute to conduct such inspections. All Buyer contractors and consultants shall have public liability insurance in force and effect at all times they access the property.

PURCHASE CONTRACTS: UPSTATE CONTRACT

This agreement is contingent upon all the following applicable provisions unless crossed out and initialed by the Buyer.

A. RIGHT OF INSPECTION

Buyer and/or their representative shall be given access to the property for any tests or inspections required by the terms of this contract upon reasonable notice to the Seller or Seller's representative.

B. STRUCTURAL & HAZARDOUS INSPECTIONS

For the purposes of the following inspections, a substantial defect shall be defined as any individual repair which will reasonably cost over \$2000 or \$_____ to correct:

STRUCTURAL INSPECTION- A determination that the dwelling(s) and property are free from any substantial structural, mechanical, electrical, plumbing (including pool, hot tub, or irrigation), roof covering, or municipal water and sewer defects.

HAZARDOUS MATERIALS/SUBSTANCES- Buyer may have a qualified individual or entity test the ground and buildings on the property for asbestos, mold (mildew is not classified as mold), or any contamination from any hazardous materials whose presence or discharge on the property is a violation of any applicable law or regulation.

ACTIVE PEST INFESTATIONS (insects and wildlife)- A determination by a Certified Exterminator or other qualified professional that the premises are free from active infestation or damage by wood destroying organisms, insects, or wildlife.

C. ADDITIONAL INSPECTIONS

RADON INSPECTION- The Buyer may have the habitable dwelling(s) located on the property tested by a reputable service for the presence of radon gas. The Seller agrees to maintain a "closed-house condition" during the test. "Closed house condition" shall mean that the Seller shall keep the windows closed and minimize the number of times the exterior doors are opened or left open.

The Seller agrees to comply with all reasonable requirements of the testing service in connection with the test, provided such compliance shall be at no cost to Seller. If the test reveals that the level of radon gas exceeds the US EPA action level of four (4) picocuries per liter or higher, the presence of radon gas shall be considered a substantial defect.

SEPTIC SYSTEM INSPECTION- A test of the septic system by a licensed professional engineer, licensed plumber septic system contractor, County Health Department, or other qualified person indicating that the system is in working order. Upon conclusion of the inspection, the Buyer at their sole expense shall return the premises in the same condition as it was upon the commencement of the inspection and for repairing any and all damage that has occurred on the premises as a result of the inspection. If the Buyer fails to restore the property to its pre-inspection condition, as determined by the Seller, the Seller will cause the restoration to be performed and the Buyer will be responsible for any and all costs associated therewith if contract does not close. Municipal Building and Code Inspection of septic system required (see addendum)

WELL WATER FLOW AND/OR QUALITY TESTS- (a) A potability water quality test to meet the standards of the New York State Department of Health to be performed by a New York State approved laboratory, (b) any chemical, metal, inorganic, or other tests as the Buyer may request, and (c) a flow test to be performed indicating a minimum flow sufficient to produce three (3) gallons per minute for two (2) hours, or the minimum required to obtain financing on the subject property as dictated by the Buyer's lender.

UNDERGROUND STORAGE TANKS- The presence of any petroleum contamination on or underground shall be considered a substantial defect.

D. EXCLUSIONS

The following buildings or items on the premises are excluded from these inspections: _____

E. NOTIFICATIONS

All tests and/or inspections contemplated pursuant to this Paragraph shall be completed on or before _____ and at Buyer's expense, and shall be deemed waived unless Buyer provides written notice of the failure of any of these tests and/or inspections, which notice is to be sent in accordance with Paragraph 22 of this Agreement, no later than _____.

If Buyer so notifies and further supplies written confirmation by a copy of the test results and/or inspection report(s), or letter(s) from the inspector, then this entire agreement shall be deemed canceled, null and void, and all deposits made hereunder shall be returned to Buyer or, at Buyer's option, said cancellation may be deferred for a period of ten (10) days in order to provide the parties an opportunity to otherwise agree in writing.

F. WAIVER OF INSPECTION

_____ (Please initial if Buyer waives inspections) Buyer elects to waive all inspections indicated above, and Buyer understands it is highly recommended that an inspection be conducted by an individual or entity qualified to do so. By waiving the inspection, Buyer assumes all risks associated with such waiver now and in the future, and holds the attorneys, real estate brokers, and their associated licensees involved in this transaction harmless from any damages that may occur as a result of such waiver.

21. DISCLOSURES/ADDENDA ATTACHED

- Property Condition Disclosure **OR** Exemption applicable, exemption claimed: _____
- | | | |
|--|--|---|
| <input type="checkbox"/> Lead Paint Disclosure | <input type="checkbox"/> Rent and Security Schedule | <input type="checkbox"/> Vacant Land Addendum |
| <input type="checkbox"/> Carbon Monoxide/Smoke Detector Disclosure | <input type="checkbox"/> Mortgage Assumption Contingency | <input type="checkbox"/> FHA/VA |
| <input type="checkbox"/> Closed Pool/Hot Tub/Irrigation Disclosure | <input type="checkbox"/> Homeowner's Association Docs | <input type="checkbox"/> 48 Hour Contingency |
| <input type="checkbox"/> Other(s) _____ | | |

22. NOTICES

All notices contemplated by this Agreement shall be in writing, delivered by first class mail postmarked no later than the required date or by electronic transmission by 11:59 p.m. on such required date. Such notice shall be effective on the date it is sent. Any notices shall be sent to the other party's attorney if known, if not then to the other party by serving the first named Buyer or Seller at the address set forth for such party. This contract may be signed in counterparts, by facsimile, or upon electronic signature. **A courtesy copy of contract amendments shall be sent to both brokers.**

PURCHASE CONTRACTS: UPSTATE CONTRACT

23. ENTIRE AGREEMENT

This contract contains all agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained herein. This agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally. The parties agree that the venue for any issues concerning this contract shall be the county in which the property is located. This contract may not be assigned without the consent of the Seller.

24. OTHER TERMS (if any)

Seller will furnish Seller's Taxpayer Identification Number or Statement of Exemption from Information Reporting upon closing. By signing below, Seller affirms under penalty of perjury that Seller is not a foreign person as defined by Internal Revenue Code §§897 and 1445 and the Regulations there under as same may be amended (the Foreign Investment in Real Property Tax Act herein referenced as FIRPTA).

Signatures of Buyers:

Dated: _____ Time: _____

Buyer

Buyer

Selling Broker

Signatures of Sellers:

Dated: _____ Time: _____

Seller

Seller

Listing Broker

The following is for informational purposes only: **PLEASE COMPLETE**

Attorney for Buyer:

Name: _____

Firm: _____ Phone: _____

Email: _____

Attorney for Seller:

Name: _____

Firm: _____ Phone: _____

Email: _____

Selling Agent:

Name: _____

Brokerage: _____ Phone: _____

Email: _____

Listing Agent:

Name: _____

Brokerage: _____ Phone: _____

Email: _____

Property Tax Identification Number: _____ City, Village, Town: _____

Mailing Address of Property to Be Sold: _____

PURCHASE CONTRACTS: DOWNSTATE BINDER

COLUMBIA-GREENE BOARD OF REALTORS®, INC.

Standard Purchase Offer & Deposit Receipt

**THIS IS A LEGALLY BINDING CONTRACT. IT IS RECOMMENDED
THAT YOU CONSULT AN ATTORNEY BEFORE SIGNING.**

The undersigned (Purchaser) hereby offers to purchase from the owner thereof (Seller) the following real property

Tax Map ID: _____

for the purchase price of _____ (Dollars)

(\$ _____) to be paid as follows:

- \$ _____ upon signing this offer (to be returned if not accepted)
- \$ _____ upon the execution of a formal contract
- \$ _____ upon transfer of title (cash, bank check or certified check).

CONTINGENCIES

1. Mortgage: Yes _____ No _____ Amount \$ _____
_____ from lending institution at prevailing interest rate
_____ from Seller at _____% for _____ years
2. Insurable Title and Attorney's Approval of Same
3. Potable Water: Yes _____ No _____
4. Satisfactory Engineer's Structural Inspection: Yes _____ No _____
5. Satisfactory Septic Inspection: Yes _____ No _____
6. Satisfactory Pest Inspection: Yes _____ No _____
7. Satisfactory Radon Test: Yes _____ No _____

All tests and inspections will be paid for by the purchaser and completed by: _____, _____.

REMARKS

Sale includes the following items:

- The parties shall enter into a formal contract of sale for the subject premises by the _____ day of _____, _____.
- In the event the parties are unable to enter into a formal contract by said date, either party, who acted in good faith, shall have the right to cancel this purchase offer and the Purchaser shall be entitled to a return of the deposit in full.
- The aforesaid date may be extended by mutual agreement of the parties and/or their attorneys in writing.

PURCHASE CONTRACTS: DOWNSTATE BINDER

- The closing of title shall take place at the lending institution granting the mortgage, the office of the attorney for the lending institution or the office of the attorney for the seller on or about the _____ day of _____, _____.
- Any deposit made hereunder shall be held in escrow by the _____ undersigned broker, _____ the listing office, or _____ the attorney for seller with proof of deposit in his/her escrow account in _____ (Bank Name).
- Upon the execution of a formal contract of sale, or sooner at the option of the undersigned broker or the listing office, if and as appropriate, the aforesaid deposit shall be turned over to the attorney for the Seller, who shall hold the same in escrow pending closing of title.
- The parties hereto acknowledge that _____ and _____ is/are the sole Real Estate Broker(s) who brought about the within sale and the commission(s) therefore will be paid pursuant to the terms of a separate agreement(s).
- Purchaser may not assign this purchase offer, in whole or in part, without the prior written consent of the Seller.
- When the sense of this purchase offer shall require, the words "Seller" or "Purchaser" shall be considered as plural.

This agreement is contingent upon Purchaser and Seller obtaining approval of this agreement by their attorney as to all matters, without limitation. This contingency shall be deemed waived unless Purchaser's or Seller's attorney on behalf of their client notifies _____ in writing, of their disapproval of this agreement no later than _____, _____. If Purchaser's or Seller's attorney so notifies, then this agreement shall be deemed cancelled, null and void, and all deposits shall be returned to Purchaser.

Broker or Authorized Representative

Date

Broker or Authorized Representative

Date

Phone Number

Phone Number

Seller

Date

Purchaser

Date

Seller

Date

Purchaser

Date

Seller's Address

Purchaser's Address

Seller's Attorney

Purchaser's Attorney

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Congratulations, you have made it all the way thru the home buying process and timeline. When you are ready to take the next step, reach out to schedule your buyer consultation.



Jennifer Sesma
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Beach & Bartolo Realtors
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office: 518-392-2700 x118
jennifer@beachandbartolo.com
www.jensesma.com
www.beachandbartolo.com
NY Lic # 10301220889


JEN SESMA
REAL ESTATE

Beach & Bartolo
Realtors



Jennifer is awesome! She was very patient with my husband and I while we were house hunting and once we found the perfect home, she was incredibly helpful in advising us through the process. She was always quick to respond to any questions we had and also helped us find a great attorney. Jennifer is easy to work with, very professional, and knowledgeable about the area and the entire home buying process. We highly recommend her to anyone!