

REAL ESTATE PURCHASE AND SALE AGREEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement"), is dated and made effective as of _____, 20__ and entered into by and between:

SELLER'S NAME: _____,
with an address of _____ ("Seller").

and

BUYER'S NAME: _____,
with an address of _____ ("Buyer").

Seller and Buyer may each be referred to individually as a "Party" and collectively as the "Parties".

In consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties to this Agreement, intending to be legally bound, agree as follows:

1. **Public Auction.** This Agreement provides for the sale and conveyance of real property offered at online public auction (the "Auction") on _____, 20__ by ROWE REALTY AUCTIONS & APPRAISAL, INC. d/b/a Rowe Auctions and Appraisal, with an address of 4040 West Walworth Road, Macedon, NY 14502 ("Auctioneer").

2. **The Property.** As more particularly described on the property description attached hereto as Exhibit A, which Exhibit A is incorporated herein by reference and made a part of this Agreement, the real property subject to this Agreement (the "Property") is, as follows:

Address (Street/State/Zip Code): _____

Municipality (Town/Village): _____

County of: _____

Property Identification Tax Number (Tax ID): _____

The total acreage of the Property is approximately _____ (_____) acres, more or less. Seller believes the amount of acreage of the Property to be accurate, but neither Seller nor Auctioneer makes any representation or warranty as to the actual acreage amount. Buyer acknowledges and agrees that Buyer has had the opportunity to verify acreage prior to the Auction, by survey or otherwise, and Buyer waives any and all claims against Seller and Auctioneer regarding, or in any way respecting, the actual acreage of the Property.

3. **Personal Property; Fixtures.** Any of the following items and all related equipment and accessories for such items now in or on the Property are included in this purchase and sale, which Seller represents are owned by Seller: All awnings, carbon monoxide detectors, central vacuum system, curtain and traverse rods, electric garage door opener and remote control devices, exhaust fans, fences, fireplace screens and enclosures, flowers, garbage disposal, heating systems (except as provided in Paragraph 25), hoods, intercom equipment, lighting fixtures, ceiling fans, mail box, plumbing systems, septic and private water systems, satellite dishes, screens, security systems and security codes, sheds, shrubs, smoke detectors, storm doors, storm windows, sump pumps, swimming pool, trees, underground pet containment fencing with transmitter and collar receiver(s), wall-to-wall carpeting and runners, water softeners, window boxes, window blinds and shades, and the following, if built-in: air conditioning (except window units), humidifier, TV antennae, TV wall mount, basketball apparatus, cabinets, dishwashers, microwave ovens, mirrors, outdoor playsets, ovens, shelving, stoves, and trash compactors. Buyer agrees to accept these items in their present condition. Other items to be included in the purchase and sale are: _____

Items excluded are: _____

4. **High Bid Price.** Buyer was the successful high bidder for the Property at the Auction, as disclosed online at the time of the Auction, with a bid in the amount of _____ U.S. Dollars (\$ _____) (the "High Bid Price").

5. **Buyer's Premium.** Buyer is responsible for paying a Buyer's Premium to Auctioneer, as disclosed online at the time of the Auction, for Auctioneer's own account, in an amount equal to _____ percent (_____%) of the High Bid Price (the "Buyer's Premium").

Seller's Initials: _____

Buyer's Initials: _____

6. **Purchase Price.** The total purchase price for the Property (the "Purchase Price") is _____ and 00/100 U.S. Dollars (\$ _____), calculated as follows:

High Bid Price	\$ _____
<i>plus</i> Buyer's Premium	\$ _____
Purchase Price	\$ _____

7. **Sale and Purchase of the Property.** As set forth in this Agreement, Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller, for the Purchase Price.

8. **Payment of Purchase Price.** The Purchase Price will be paid, as follows:

A. **Deposit.** A deposit by certified check, approved check, or other immediately available funds paid by Buyer to Auctioneer on the signing of this Agreement (the "Deposit") in the amount of _____ and 00/100 U.S. Dollars (\$ _____).

B. **Balance of Purchase Price.** The balance of the Purchase Price will be paid by certified check, or by other immediately available funds at the Closing.

9. **Escrow.** The Deposit will be held by Auctioneer in a non-interest-bearing account. Auctioneer will not be liable to Seller or Buyer for any acts or omissions regarding the Deposit unless taken or suffered in bad faith, in willful disregard of this Agreement, or involving gross negligence. Seller and Buyer will jointly and severally indemnify, defend and hold Auctioneer harmless from and against all costs, claims, and expenses, including reasonable attorneys' fees, incurred in connection with the performance of Auctioneer's duties under and pursuant to this Section, except with respect to acts or omissions taken or suffered by Auctioneer in bad faith, in willful disregard of this Agreement, or involving gross negligence. In no event will Auctioneer be liable for unearned interest with respect to the Deposit. If Buyer defaults under this Agreement, Auctioneer will be entitled to retain any and all amounts owing to Auctioneer from Seller, including, without being limited to, Auctioneer's expenses, Commission, and Buyer's Premium from the Deposit prior to distributing any remaining portions of the Deposit to Seller or otherwise disbursing such monies pursuant to Paragraphs 31 and 32 below.

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

☐ **No Contingencies.** This Agreement, and the transactions contemplated hereunder, are not subject to any contingencies, including, without being limited to, mortgage or financing contingencies, inspection contingencies, and attorney approval, all of which are waived by Buyer. Buyer understands that any and all repairs, inspections, surveys, or permits are strictly and solely Buyer's obligation and at Buyer's expense.

☐ **Mortgage Contingency; No Other Contingencies.** This Agreement, and the transactions contemplated hereunder, are contingent on Buyer obtaining mortgage financing in an amount equal to the Purchase Price, *less* the Deposit. Buyer will immediately apply for, and will diligently pursue, such financing. This Agreement, and the transactions contemplated hereunder, are not subject to any other contingencies, including, without being limited to, inspection contingencies and attorney approval, all of which are waived by Buyer. Buyer understands that any and all repairs, inspections, surveys, or permits are strictly and solely Buyer's obligation and at Buyer's expense.

☐ **Other Contingencies.** _____

11. **Closing.** Closing shall take place at the County Clerk's Office in the State of New York where the Property is located, or the offices of Buyer's attorney or Buyer's lender on or before _____, 20____ (the "Closing Date"). At any time after the above specified Closing Date, any Party who has completed its obligations under this Agreement which are to be completed prior to Closing may notify the other Party that time is of the essence to close (the "Time of Essence Notice") which Time of Essence Notice shall set forth a specific time for Closing on a day that is at least seven (7) calendar days after delivery of the Time of Essence Notice to such other Party pursuant to Paragraph 34(ii) below.

12. **Possession.** Buyer shall have possession of the Property upon Closing, with all keys to the Property delivered to Buyer at Closing. This Contract does not require in broom-clean condition.

Seller's Initials: _____

Buyer's Initials: _____

13. **Risk of Loss.** Risk of loss or damage to the Property by fire or other casualty until transfer of title shall be assumed by the Seller. If damage to the Property by fire or such other casualty occurs prior to transfer, Buyer may cancel this Agreement without any further liability to Seller and Buyer's Deposit is to be returned. If Buyer does not cancel but elects to close, then Seller shall transfer to Buyer any insurance proceeds, or Seller's claim to insurance proceeds payable for such damage.

14. **Title Documents.** Not later than five (5) calendar days after acceptance of this Agreement by Buyer and Seller, an abstract of title, fully guaranteed tax and U.S. Court searches, with a local tax certificate for Village or City taxes, if any (collectively the "Abstract") shall be ordered as follows:

☐ Seller shall order the Abstract, and shall endeavor to deliver the Abstract along with the draft of the proposed deed, in the form as set forth in Paragraph 16 below, to Buyer or Buyer's attorney within thirty (30) calendar days thereafter, but in any event, not later than fifteen (15) calendar days prior to the Closing Date. **Buyer** will pay for such searches to and including the day of Closing.

☐ Buyer shall order the Abstract, at Buyer's expense, and shall endeavor to deliver a full copy of the Abstract to Seller or Seller's attorney within thirty (30) calendar days thereafter, but in any event, not later than fifteen (15) calendar days prior to the Closing Date. **Buyer** will pay for such searches to and including the day of Closing.

15. **Survey.** Any instrument survey that is necessary or desired will be obtained and paid for by Buyer.

16. **Seller's Delivery of Transfer Documents and Other Materials.** At Closing, Seller will deliver: (i) a properly notarized Special Warranty Deed with lien covenant (or an Executor's Deed, Administrator's Deed or Trustee's Deed if Seller holds title as an Executor, Administrator, or Trustee) (the "Deed"); (ii) carbon monoxide detector and smoke alarm affidavits; (iii) any other documents required by law; (iv) documents reasonably required by Buyer's lender (recognizing that there is no financing contingency unless otherwise stated in Paragraph 10, and provided there is no cost or liability to Seller); and (v) assignment of leases and transfer of security deposits, if any.

17. **Title.** At the Closing, Seller will convey good and marketable title to the Property, in fee simple absolute, free and clear of any and all liens, encumbrances, and easements, excepting, however, any (i) any building restrictions, (ii) any ordinances, (iii) any easements of roads, (iv) any easements, privileges, or rights of public service companies, (v) any easements or servitudes visible upon the ground or apparent from an inspection of the Property, (vi) any variation in location or dimensions, conflict with lines of adjoining property, encroachments, projections or other matters that might be disclosed by an accurate survey of the Property, (vii) any covenants, restrictions, and easements of public record, and (viii) any reservations, restrictions, conveyances, or limitations with respect to gas, mineral, oil, and timber rights.

18. **Title Defects; Objections to Title.** If Seller is unable to convey and transfer good and marketable title to the Property as required under this Agreement, including the instance of Buyer's objection to title, in writing, showing that title to the Property is unmarketable, then Seller may cancel this Agreement on written notice to Buyer, and the Deposit will be returned to Buyer. However, if Seller: (i) is able to cure the objection at or before the Closing, or (ii) is able to insure over the title defect or objection and Buyer is willing to accept insurable title, then this Agreement will continue in full force and effect subject to the Seller curing the title defect or objection and/or providing insurable title at Seller's expense. If Seller fails to cure a title defect or objection at or before the Closing, or if Buyer is unwilling to accept insurable title, Buyer may cancel this Agreement upon written notice to Seller and the deposit will be returned to Buyer. Should this Agreement be cancelled in accordance with this Section, the parties will have no further liability to each other on the return of the Deposit.

19. **Transfer Taxes and Recording Fees.** Seller will pay the real property transfer tax; provided, however, that if the Purchase Price is \$1,000,000 or more, the additional transfer tax identified in Section 1402-a of the Tax Law will be paid by the Buyer. Buyer will pay for recording the Deed and any mortgage recording fees, mortgage tax, or other fees or costs associated with a mortgage given by Buyer.

20. **Closing Adjustments and Apportionment of Taxes and Periodic Costs.** Excluding delinquent items, interest and penalties, the following will be prorated and adjusted between Seller and Buyer as of the Closing Date: taxes, other assessments and municipal charges computed on a fiscal year basis; rent; common charges or assessments; fuel oil; propane; water, pure water and sewer charges.

21. **Title Agent.** Buyer will be responsible for any and all fees or costs payable to any title agent conducting or attending the Closing, or who performs a title search or prepares a title report and title policy.

22. **Gas, Mineral, Oil and Timber Rights.** Seller represents that all gas, mineral, oil and timber rights of Seller will transfer with the Property, if any.

Seller's Initials: _____

Buyer's Initials: _____

23. **Condition of Property.**

A. **Seller's Property Condition Disclosure Statement (check one box below, as applies).**

- ☐ Seller has provided Buyer with the attached Seller's Property Condition Disclosure Statement.
- ☐ No Seller's Property Condition Disclosure Statement is provided because Seller is exempt from providing such statement.

B. **Representations Pertaining to the Home Equity Theft Prevention Act ("HETPA").**
(check applicable box(es))

- ☐ **Buyer.** Buyer represents to Seller as of the date of acceptance that Buyer is acquiring the Property to use the Property as Buyer's primary residence and that Buyer will occupy the Property as Buyer's primary residence.
- ☐ **Seller.** To Seller's actual knowledge, Seller represents to Buyer as of the date of acceptance that there is no active Lis Pendens filed against the Property to foreclose a mortgage pursuant to Article 13 of the New York Real Property Actions and Proceedings Law, the Property is not on an active property tax lien sale list, and Seller is not two (2) months or more behind in Seller's mortgage payments with respect to the Property.

24. **Property Sold AS IS, WHERE IS, and WITH ALL FAULTS AND DEFECTS.** Buyer acknowledges and agrees that the Property, including the real property and any personal property and fixtures conveying with the real property, is sold **AS IS** and **WHERE IS**, in its current condition (and Buyer agrees to accept the Property **AS IS** at the time of closing, including and subject to reasonable use, wear, tear, and natural deterioration or loss of function in the Property, fixtures, or appliances that may have occurred between the date of this Agreement and Closing; *however*, no personal property or fixtures are guaranteed to be in working order, currently or at the time of Closing, and Seller shall not need to cause heating, plumbing, air conditioning, electrical systems and included appliances to be in working order, currently or at the time of Closing, nor shall Seller be required to maintain lawn and landscaping care or snowplowing, currently, up through or at the time of Closing), **WITH ALL FAULTS AND DEFECTS**, and Buyer hereby releases and forever discharges Seller and Auctioneer from any and all claims liabilities, losses, damages, costs, and expenses resulting therefrom or in connection therewith. Buyer acknowledges and agrees that Buyer has not relied on any representation, claim, oral understanding, advertising, promotional activity, brochure, or plan of any kind made by the Seller, or by Auctioneer, in connection with this Agreement or Buyer's purchase of the Property. Seller and Auctioneer make no representations, warranties or guarantees, express or implied, written or oral, of any kind whatsoever. Buyer acknowledges and agrees that Buyer has relied solely on Buyer's own personal investigations and inspections relative to bidding on and purchasing the Property.

(i) **Opportunity for Inspection; Pre-Closing Inspection; Other Inspections Waived.** Buyer acknowledges and agrees that: (i) Buyer was afforded the opportunity to view and inspect the Property prior to bidding; Buyer may conduct a pre-Closing inspection of the Property within forty-eight (48) hours prior to Closing for the purposes of determining whether the condition of the Property has changed in any material way from the date of this Agreement; and (iii) with the exception of a pre-Closing inspection, any and all other inspections, including, without being limited to, the following inspections, are not material to Buyer's purchase of the Property, and are waived, except as is specified by specific additional Contingency in Paragraph 10 above, and that Buyer will purchase the Property regardless of whether serious or substantial deficiencies are revealed by reason of any such inspections subsequently commissioned by or on behalf of Buyer: (i) Termite/Pest/Wood Infestation Inspection; (ii) Radon Test; (iii) Structural (including roof and foundation); (iv) Electrical Inspection; (v) Plumbing Inspection; (vi) Heating System Inspection; (vii) Water analysis to determine potability; (viii) Percolation inspection to determine use of Property; (ix) Septic/Sewage Disposal System; (x) Inspections to determine environmental hazards and/or toxic wastes or substances; (xi) Wetland Studies; and (xii) Lead Testing.

BUYER HEREBY RELEASES, QUIT CLAIMS AND FOREVER DISCHARGES AND RELEASES SELLER AND AUCTIONEER FROM ANY AND ALL CLAIMS, LOSSES OR DEMANDS, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURIES AND PROPERTY DAMAGE AND ALL OF THE CONSEQUENCES THEREOF, WHETHER NOW KNOWN OR NOT, WHICH MAY ARISE FROM THE PRESENCE OF TERMITES OR OTHER WOOD-BORING INSECTS, RADON, LEAD-BASED PAINT HAZARDS, ENVIRONMENTAL HAZARDS, ANY DEFECTS IN THE INDIVIDUAL ON-LOT SEWAGE DISPOSAL SYSTEM OR DEFICIENCIES IN ANY ON-SITE WATER SERVICE SYSTEM, OR ANY DEFECTS OR CONDITIONS ON THE PROPERTY. THIS DISCHARGE AND RELEASE WILL SURVIVE CLOSING.

Seller's Initials: _____

Buyer's Initials: _____

25. **Water and Sewage Systems.** The Property is serviced by:

- ☐ Public Sewers
- ☐ Septic System (*Buyer understands that a municipal sewer system is not available to the Property*)
- ☐ Public Water
- ☐ Well

26. **Utilities.** The Property is serviced by:

- ☐ Electric
- ☐ Fuel Oil
- ☐ Gas (Natural)
- ☐ Propane. *Seller represents that the propane tank (check one box only) ☐ is not ☐ is owned by Seller and that there (check one box only) ☐ is not ☐ is an existing written contract to provide propane between the propane company and Seller.*

☐ Other: _____.

27. **Environmental Issues.** Neither Seller nor Auctioneer have made any representations as to any environmental, health or safety conditions which exists or may arise at the Property. Buyer assumes responsibility for any and all clean-up costs, and will indemnify Seller, and hold Seller harmless, with respect to the same.

28. **Zoning.** Buyer acknowledges and agrees that Buyer is not relying on any representations by Seller or Auctioneer concerning the zoning classification, zoning code or compliance of the Property, and that it is Buyer's responsibility to contact the appropriate officials, and to review appropriate records, to determine the zoning classification, permitted uses there, and if the Property is in compliance with applicable zoning codes and ordinances.

29. **Compliance; Certificate of Occupancy.** Buyer understands and agrees that any and all requirements needed for compliance with all federal, state, or local laws, ordinances, inspections, permits, zoning, or occupancy are strictly and solely Buyer's responsibility at Buyer's sole cost and expense. Without limiting the generality of the foregoing: it is the Buyer's obligation, at Buyer's sole cost and expense, to obtain any necessary Certificate of Occupancy, and no Certificate of Occupancy will be acquired or provided by Seller; and (ii) Seller shall not be required/obligated to provide any certificates of compliance or any other evidence that the improvements that are a part of the Property comply with building codes and ordinances.

30. **Brokerage Fees.** Each of the parties represents and warrants to the other that, except for (i) fees payable to Auctioneer, (ii) brokerage participation fees agreed to by Auctioneer, or (iii) as otherwise expressly set forth in this Agreement, there are no brokerage, realtor or other fees or commissions due by either of them concerning the sale and/or purchase of the Property. In the event that any fees or commissions, of whatever nature, are due and owing, the party incurring the same will have the sole and exclusive liability for payment. Each party agrees to hold the other safe and harmless from any and all fees and commissions due or payable in conjunction with the sale and/or purchase of the Property.

31. **Buyer's Default.** If Buyer fails to comply with the terms and conditions of this Agreement, Seller may retain the Deposit as liquidated damages, and, thereafter, Seller may proceed to make a resale of the Property, either at public or private sale. Seller may retain the Deposit to be applied against damages suffered on account of Buyer's breach, and Seller may pursue any and all remedies available to Seller at law or equity, including, without being limited to, the costs and expenses of a resale of the Property, any diminution in price at resale, and any and all attorneys' fees incurred as a consequence of Buyer's breach.

32. **Seller's Default.** If Seller is unable to deliver good and marketable title to the Property, or otherwise defaults under this Agreement, Buyer's sole and exclusive remedy will be the return of the Deposit. Under no circumstances will Buyer be entitled to incidental or consequential damages, lost profits, or specific performance.

33. **Notices.**

i. **In General.**

a. Notices under this Agreement shall be in writing and deemed delivered upon receipt. Except as otherwise provided in Paragraph 33(ii) below, notices under this Agreement may be made by a Party or by the attorney or the listing/selling agent for such Party and may be received by the other Party or by the attorney or the listing/selling agent for such other Party. Seller and Buyer agree that notices under this Agreement may be delivered to any address, fax number, and/or e-mail set forth on the Administrative Information page of this Agreement for a Party, the attorney for a Party, or the listing/selling agent for a Party, as applicable.

b. Delivery of notices under this Agreement shall be made by personal delivery, overnight courier, first class mail, fax, or e-mail, except as otherwise provided in Paragraph 33(ii) below.

Seller's Initials: _____

Buyer's Initials: _____

c. If delivery is made by personal delivery, the notice(s) delivered shall be deemed received on the date delivered. If delivery is made by overnight courier or first-class mail, the notice(s) delivered shall be deemed received one calendar day, excluding Saturdays, Sundays and public holidays, following the date upon which the notice(s) are deposited with the overnight courier service with delivery charges prepaid or charged to sender's account or with the postal service with required postage affixed. If delivery is made by fax, the notice(s) transmitted shall be deemed received on the date the sender receives confirmation from the recipient's equipment that the entire transmission has been received. If delivery is made by e-mail, the notice(s) transmitted shall be deemed received on the date the sender's e-mail is located in the sent e-mail folder of the sender, except as otherwise provided in Paragraph 33(ii) below.

ii. **Special Notices.** Any (i) Time of the Essence Notice, (ii) notice of cancellation or termination of the Agreement, (iii) bump notice of Seller, (iv) Buyer's notice of removal of sale and transfer of title contingency, or (v) Buyer's notice of preservation of Buyer's transfer of title contingency made under this Agreement (each, a "Special Notice") may only be made by a Party or the attorney for such Party and may only be received by the other Party with a copy to such other Party's attorney and to the listing/selling agent of such other Party, if designated on this Agreement. Further, if any Special Notice is delivered by e-mail, then a true and complete copy of the e-mailed Special Notice shall also be mailed by first class prepaid mail within one calendar day, excluding Saturdays, Sundays and public holidays, following the date of the e-mail, and the e-mailed Special Notice shall be deemed received on the date the sender's e-mail is located in the sent e-mail folder of the sender, provided the required mailing by first class prepaid mail is completed.

34. **Fair Housing Statement.** Under and pursuant to the Federal Fair Housing Law, 42 U.S.C.A. 3601, it is illegal to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, disability, national origin; military status, age, or lawful source of income or to discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. For more information on Fair Housing Act rights and responsibilities, see the attached "New York State Housing and Anti-Discrimination Disclosure Form".

35. **Assignment.** This Agreement may not be assigned or transferred by Buyer without the prior written consent of Seller.

36. **Miscellaneous: (a) Binding Effect.** This Agreement will be binding on, and will inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns as the case may be; **(b) Headings.** The headings used in this Agreement are for the convenience of reference only and will not control the interpretation of any term or condition hereof, and will not have independent significance; **(c) Entire Agreement.** This Agreement constitutes the entire agreement of the parties, and supersedes any and all prior written or oral understandings or agreements and any and all contemporaneous oral understandings or agreements with respect to the subject matter of this Agreement. This Agreement may be signed in counterparts; **(d) Amendment.** This Agreement may only be modified or amended by a writing signed by both parties;

37. **Applicable Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, including its statutes of limitations, but without regard to its rules governing conflict of laws.

38. **Jurisdiction and Venue.** All claims, disputes, and other matters between the parties will be brought in the state or federal courts sitting in and for the County in the State of New York where the Property is located, which courts will have exclusive jurisdiction, and will be the exclusive venue, for any and all such claims, disputes, and other matters between the parties.

39. **Attachments.** The following Attachments are incorporated into and attached to and made a part of this Agreement:
☐ Agricultural Districts/Farming Activity Disclosure, ☐ All Parties Agreement (FHA/VA), ☐ Contingency Addendum, ☐ County Disclosure Notice for all Residential Property, ☐ Electric Availability, ☐ Home Warranty, ☐ Lead Compliance/Lead-Based Paint Rider (only for Pre-1978 Construction), ☐ Mortgage Assumption, ☐ NYS Housing and Anti-Discrimination Disclosure Form, ☐ Personal Property Agreement, ☐ Property Inspection, ☐ Rented Property, ☐ Sale & Transfer of Title Contingency, ☐ Short Sale Approval, ☐ Uncapped Natural Gas Well Disclosure, ☐ Utility Surcharges, ☐ Well and Septic System, ☐ Other _____.

(SIGNATURE FOLLOW ON NEXT PAGE)

Seller's Initials: _____

Buyer's Initials: _____

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement as of the date first written above.

SELLER:

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Entity Name, If Applicable)

By: _____

Name: _____

Its: _____

BUYER:

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Entity Name, If Applicable)

By: _____

Name: _____

Its: _____

Seller's Initials: _____

Buyer's Initials: _____

ADMINISTRATIVE INFORMATION

Property Address: _____ MLS# _____

Seller

Buyer

Seller

Buyer

Address

Address

City, State, Zip

City, State, Zip

Phone Number(s)

Phone Number(s)

Email(s)

Email(s)

Seller's Attorney Company

Buyer's Attorney Company

Attorney

Attorney

Address

Address

City, State, Zip

City, State, Zip

Phone Number(s)

Fax

Phone Number(s)

Fax

Email(s)

Email(s)

Rowe Realty Auctions & Appraisal

Listing Broker

31RO0478897

NY License Number

4040 West Walworth Road

Address

Macedon, NY 14502

City, State, Zip

585 388 1060

315 986 9600

Phone Number(s)

Ruth Rowe Campbell

Listing Agent

31RO0478897

44

NY License Number

Public ID#

585 388 1060

315 986 9600

Phone Number(s)

ruth@digginfordeals.com

Email(s)

Selling Broker

NY License Number

Address

City, State, Zip

Phone Number(s)

Selling Agent

NY License Number

Public ID#

Phone Number(s)

Email(s)

Seller's Initials: _____

Buyer's Initials: _____