

GREATER BINGHAMTON ASSOCIATION OF REALTORS®, INC.
AND BROOME COUNTY BAR ASSOCIATION

**PURCHASE AND SALE CONTRACT FOR
RESIDENTIAL PROPERTY
OF NOT MORE THAN FOUR UNITS**

THIS IS A LEGALLY BINDING AGREEMENT WHICH REQUIRES STRICT COMPLIANCE WITH VARIOUS TIME LIMITATIONS. FAILURE TO COMPLY MAY BE A WAIVER OF YOUR RIGHTS UNDER THIS CONTRACT. A FACSIMILE OR PHOTOCOPY OF THIS CONTRACT AND ANY SIGNATURES HEREON SHALL BE CONSIDERED FOR ALL PURPOSES AS ORIGINALS.

SELLER: _____ Phone: _____
Address: _____ Phone: _____
Fax: _____

BUYER: _____ Phone: _____
Address: _____ Phone: _____
Fax: _____

SELLER'S ATTORNEY: _____ Phone: _____
Address: _____ Fax: _____

BUYER'S ATTORNEY: _____ Phone: _____
Address: _____ Fax: _____

LISTING AGENCY: _____ Phone: _____
Agent: _____ Agent #: _____ Phone: _____
Address: _____ Fax: _____

SELLING AGENCY: _____ Phone: _____

SUB, BUYER, BROKER OR DUAL AGENCY (Circle One)

Agent: _____ Agent #: _____ Phone: _____
Address: _____ Fax: _____

"CONTRACT DATE" IS THE DATE THIS CONTRACT IS SIGNED AND/OR INITIALED BY THE LAST PERSON REQUIRED TO EXECUTE THE SAME. ALL INITIALS ARE TO BE DATED.

ANY AND ALL CHANGES MADE TO THIS CONTRACT (AND ANY ADDENDUMS) AFTER THE INITIAL EXECUTION MUST BE INITIALED AND DATED BY BUYER AND SELLER.

OFFER TO PURCHASE:

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

1. **PROPERTY:** The property ("Property") is described as follows:

(A) Property Address: _____
City/Village of _____, Town of _____,
County of _____, New York, Zip _____
Tax Map Identifier (Section-Block-Lot Number) _____
MLS # (if applicable) _____

(B) **Property Description:**

- Per attached survey
- Per attached legal description
- Approximate Lot Size: _____

(C) **Uses/Improvements: - Check All Applicable Boxes**

- Residential Dwelling Single Family Multi Family Units (2, 3 or 4) (circle one)
- Vacant Land
- Additional Uses/Improvements (Specify): _____
- Shared Driveway

(D) **Agricultural District:**

- Yes No If yes, see Addendum "G".

(E) **School District:** _____ **Elementary School:** _____

2. **TERMS:**

(A) PURCHASE PRICE \$ _____
1. Deposit paid with this offer \$ _____
2. Existing mortgage assumed \$ _____
3. Financing by the Seller \$ _____
4. Other \$ _____
5. Balance at closing in cash or bank, certified \$ _____
or attorney's trust account check

(Check if applicable)

- The purchase price has been increased by a sum equal to the seller's concession.

(B) **PAYMENT:** (Check one)

(1) Cash: Buyer has sufficient funds to purchase property. Buyer will not require a mortgage on Property or an equity (or similar) loan.

(2) Mortgage contingency: This offer is subject to Buyer obtaining a VA, FHA, Conventional, Home Equity, Other: _____ Mortgage loan in the amount of not more than \$ _____ or _____% of Purchase Price. Buyer shall apply for the mortgage loan within seven (7) calendar days of the Contract Date and shall have _____ days from the date of loan application to obtain a written mortgage commitment. In the event financing as set forth above is not available, either party may cancel this Contract and the deposit shall be returned immediately to the Buyer after 1) obtaining written proof from the lender of the mortgage denial and 2) the signing of the release form (Addendum I) by Buyer, Seller and Real Estate Brokers/Agents involved in the transaction.

(3) (a) If the Buyer's mortgage lender requires an origination fee, loan discount fee or other consideration to issue a commitment as provided in paragraph 2(B)(2) above in addition to normal closing expenses, Seller agrees to pay at closing an amount of \$ _____ or _____% of the purchase price or the mortgage loan amount (Choose one). Buyer will pay any balance of such required fees and closing expenses.

OR

(b) Seller shall contribute (Choose one) \$ _____ or _____% of the purchase price or the mortgage loan amount towards Buyer's closing costs, prepaids, and/or points at closing.

(4) See Addendum A for clause for Assumption of Existing Mortgage.

(5) See Addendum B for clause for Note and Mortgage to Seller.

(6) See Addendum C for VA and FHA Financing.

3. **OTHER ITEMS INCLUDED IN PURCHASE:** (NOTE: Cross out individual items not applicable in Paragraphs (A) and (B) below.)

(A) The following items, now in or on the Property, will be conveyed by Seller free and clear of all liens, are included in this Contract. Seller represents that all of said items will be in "WORKING ORDER" (functioning as intended) at the time of closing:

- | | | |
|--|---------------------------------------|-----------------------------|
| Attic/Whole House Fan | Garbage Disposal | Smoke Detectors |
| Carbon Monoxide Detector | Heating System w/Humidifier | Sump Pump |
| Ceiling Fans | Hot Tub | Swimming Pool |
| Central AC System | Intercom System | & All Related Equipment |
| Central Vacuum | Light Fixtures | Trash Compactor |
| Countertop Range | Microwave Oven | Wall/Window AC |
| Dishwasher: Built-In/Portable | Oil Tank Owned/Leased | Washer |
| Doors | Oven | Water Heater |
| Dryer | Plumbing System | Water Softener Owned/Leased |
| Electric Garage Door Opener
w/all control devices | Propane Tank Owned/Leased | Well Equipment |
| Electrical System | Radon Mitigation System | Whirlpool Tub |
| Electronic Air Cleaner | Range | Windows |
| Exhaust Fans | Range Hood | |
| Fireplace: Electric/Gas/Wood | Refrigerator | |
| Fuel Stove
(Coal/Electric/Gas/Pellet/Wood) | Satellite Dish w/Related
Equipment | |
| | Sauna | |

(B) The following items now in or on the Property are included in this Contract and are accepted by the Buyer in "AS IS" CONDITION:

- | | | |
|-------------------------|--------------------------|------------------------------------|
| Accessory Cabinets | Mailbox | Shrubs |
| Blinds/Shades | Mirrors (Fixed in Place) | Storm Doors |
| Drapery Rods & Hardware | Playground Equipment | Storm Windows |
| Drapes/Curtains | Screens | Trees |
| Fences | Security System | TV Antennas |
| Fireplace Screens/Doors | Shed | Wall-to-Wall Carpeting and Runners |
| Flowers | Shelving | |

(C) Additional items included to be in "WORKING ORDER" (functioning as intended) (if **NONE**, so state)

(D) Additional items included to be in "AS IS" CONDITION (if **NONE**, so state)

(E) Items specifically excluded from this Contract: (If **NONE**, so state)

(F) None of the above-included items shall be removed by Seller from the Property after date of the Contract. All items not included shall be removed by Seller prior to possession.

(G) Seller shall maintain the Property in the same condition as it appeared on the Contract Date. The Seller shall deliver the Property broom clean, free of debris, refuse and other personal property not included in this Contract.

4. **BUYER DISCLOSURE/CONTINGENCIES:**

(A) BUYER'S EXISTING REAL PROPERTY. If Buyer currently owns other real property ("Other Real Property"), whether Buyer's existing residence or other real estate, Buyer must elect one of the following three options (check applicable box):

(1) Buyer does not need to close on Other Real Property to be able to purchase the Property.

(2) Buyer does need to first close on the sale of Other Real Property to be able to purchase the Property. However, said Other Real Property is already under Contract of Sale, a copy of which is attached. The closing date for the sale of Other Real Property is on or about _____. If Buyer fails to close on the sale of Other Real Property no later than five (5) business days after this date then Seller shall have the right to either: (1) terminate this contract and return any deposits made to the Buyer after signing of the release form by all parties (Addendum I), **OR** (2) extend this contract in writing as mutually agreed upon by the parties through their respective attorneys.

(3) Buyer does need to first close on the sale of Other Real Property to be able to purchase the Property. Other Real Property is not yet under contract of sale. This Contract is contingent upon Buyer entering into a contract of sale on or before _____ for the sale of Buyer's other real property at _____.

When Buyer has executed a contract of sale on their Other Real Property, Buyer and Seller shall execute notice of Change of Contingency (Addendum D-1).

It is understood and agreed that the Seller's Property is to remain on the market throughout the term of this contingency. If the Seller, prior to such date, receives an acceptable bona fide written offer for the Premises, then Buyer shall have two (2) business days after receipt of written notice from Seller (Addendum D-2) of such offer in which to remove this contingency. This contingency may be removed by Buyer only upon written notice to Seller (Addendum D-3), and only upon Buyer having provided Seller with documentation that:

- The requirements of the contingency have been fulfilled; or
- Buyer has verified funds sufficient to close without selling his Other Real Property and without obtaining a mortgage commitment; or
- Buyer's lender, as a condition of granting the commitment being applied for, will not require the sale of Buyer's Other Real Property, nor the discharge of any mortgage covering the same, and buyer shall submit evidence of verified funds sufficient to close.

Upon signing the Removal of Contingency (Addendum D-3), Buyer will deposit an additional amount of _____ with the Seller's attorney to be credited towards the purchase price at closing.

If Buyer does not remove this contingency within two business days of receipt of Seller's notice, this Contract shall be deemed cancelled, null and void, neither party shall have any claim against the other and the money deposited under the Contract of sale shall be promptly returned to Buyer after signing of the release form by all parties (Addendum I).

If Buyer removes this contingency and then fails to close, all deposits are forfeited, and Seller may also pursue other legal rights the Seller has against the Buyer.

(B) Other contingencies: (Mark Y or N or NA as applicable).

TIME LIMITS SET FORTH BELOW ARE FOR ACTUAL PERFORMANCE OF TESTS AND/OR INSPECTIONS.

- | YES | NO | NA | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (1) A satisfactory inspection of the Property by a licensed home inspector, to be obtained and paid for by the Buyer within _____ calendar days after the Contract Date or (other) _____. In the event the inspection confirms that additional inspection(s) are recommended, the buyer shall have an additional seven (7) calendar days from the receipt of the inspection report to complete such further inspections. Inspection will be considered acceptable to the Buyer if estimated total remedial costs do not exceed \$_____. This amount only applies to the inspection performed pursuant to 4 (B) (1), not the other inspections listed below. It includes those items indicated to be in working order per paragraph 3(A) and 3(C). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (2) A satisfactory inspection of the Property by a NYS licensed Professional Engineer, Environmental Engineer or otherwise qualified inspector for hazardous materials or environmental contaminants, other than lead-based paint, to be obtained and paid for by the Buyer within _____ calendar days after the Contract Date or (other) _____. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (3) A satisfactory inspection of the Property for the presence of lead-based paint and/or lead-based paint products, by a qualified inspector, to be obtained and paid for by the Buyer within _____ calendar days after the Contract Date or (other) _____ in conformance with the attached Disclosure of Information on " <u>Lead-Based Paint and/or Lead-Based Paint Hazards.</u> " |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (4) A satisfactory wood destroying insect infestation inspection by a qualified inspector or private testing company, approved by the Lender showing the Property to be free of infestation to be obtained and paid for by the Buyer/Seller <u>(CROSS OUT ONE)</u> , within _____ calendar days from the Contract Date or (other) _____. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (5)
(a) ___ For newly constructed dwellings, seller will furnish prior to closing a Certificate of Occupancy or written confirmation from the municipality that it does not issue such certificates for the Property.
(b) ___ For all multiple dwellings and other rental property, seller will furnish prior to closing a zoning letter and a Certificate of Compliance, dated within ninety (90) calendar days of closing, or written confirmation from the municipality that it does not issue such certificates for the Property. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (6) A radon test and results meeting minimum USA EPA standards to be obtained and paid for by the Buyer within _____ calendar days from the Contract Date or (other) _____. |

YES NO NA

- (7) (a) A test of the proposed or existing non-public sewage disposal system to be obtained and paid for by the Buyer from a qualified private testing company showing the system complies with applicable Health Department standards. In the case of an existing system, if the Property is not vacant and weather conditions do not preclude immediate testing, the test shall be obtained within _____ calendar days from the Contract Date or (other) _____. IN THE CASE OF A PROPOSED SYSTEM OR WHERE IMMEDIATE TESTING OF AN EXISTING SYSTEM IS PRECLUDED BY REASON OF VACANT PROPERTY OR WEATHER CONDITIONS OR OTHER FACTORS, ADDENDUM "H" ATTACHED HERETO SHALL BE COMPLETED AND SIGNED, SUBJECT TO (7)(b) BELOW.
- (8) (b) If the system cannot be tested prior to closing, this contingency will be deemed satisfied if Seller provides Buyer with a septic test by a qualified private testing company confirming the system complies with applicable Health Department standards and the test was completed within six (6) months prior to the Contract Date or such shorter period of time if required by Buyer's lender.
- (8) A test of the well water for compliance with New York State Health Department and federal drinking water standards to be obtained and paid for by the Buyer within _____ calendar days from the Contract Date or (other) _____.
- (9) A test of the well water for adequate flow and yield suitable for normal residential use to be paid for by Buyer within _____ calendar days from the Contract Date or (other) _____.
- (10) Other Buyer contingencies or requirements for purchase:

(C) Buyer and Seller have the right to be present for all inspections and tests. In the event any of the above tests and/or inspections which are to be obtained by the Buyer are not performed within the time period stated, the tests and/or inspections are deemed waived. Seller agrees to fully cooperate and permit timely access to the Property for the purpose of required inspections and/or tests with all utilities operational at Seller's expense.

If Buyer is dissatisfied with the contents of the inspections and/or testing reports, then within five (5) calendar days of the receipt of all reports, but not later than fifteen (15) days after the inspection, Buyer shall provide Seller with a copy of the relevant written reports together with written identification of those items Buyer wants Seller to correct. Upon receipt of such notice, the Seller shall have seven (7) calendar days to respond to Buyer's objections. If agreement is not reached within ten (10) calendar days after Seller's response or failure to respond or Buyer does not withdraw Buyer's corrective request, either Party thereafter may cancel this contract by written notice to the other and the deposit shall be returned immediately to the Buyer after the signing of the release form (Addendum "I") by Buyer, Seller and Real Estate Brokers involved in this transaction.

Buyer acknowledges that agents' and attorneys' statements are not substitutes for property inspections by qualified professionals. Buyer has the opportunity to retain at Buyer's expense such qualified professionals as Buyer believes are appropriate.

5. PRE-CLOSING INSPECTION:

Buyer shall have the right, after reasonable notice to Seller, to inspect the Property with all utilities in service at the Seller's expense, within 3 days prior to closing. The condition is to be as it was on the Contract Date unless otherwise agreed in writing.

Seller will be responsible for continuation of utilities, including but not limited to, heat, light and water, interior and exterior maintenance, lawn care, leaf removal and snow plowing until transfer of title.

6. CLOSING DATE AND PLACE:

The transfer of title to the Property shall take place **ON OR ABOUT** the _____ day of _____, 20_____. The closing shall be held at the office of the Seller's attorney, or at the place designated by the Lender granting Buyer's mortgage loan.

7. BUYER'S POSSESSION OF PROPERTY:

Unless otherwise agreed in writing, Buyer shall have possession of the Property as of the time of transfer of title. This means Seller must be out of the Property on the closing date and have removed all personal property (not included in this contract) no later than two (2) hours prior to the scheduled time of closing. (Buyer agrees to accept title subject to tenancies listed in Addendum "F".) At closing, Seller shall deliver to purchaser all keys and garage door openers for the Property and provide security codes for any security systems unless both Seller and Buyer have made other satisfactory arrangements prior to closing.

8. TITLE AND SUPPORTING DOCUMENTS:

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

- (A) Deed. Seller will deliver or cause to be delivered to Buyer at closing a properly signed and notarized Warranty Deed with lien covenant or other such form of Deed that is acceptable to Buyer's attorney or Buyer, together with the TP-584, Equalization & Assessment Form, Smoke Alarm Affidavit, FIRPTA Affidavit (if required), 1099-S, Affidavit of Title or Survey Affidavit (if required by Buyer's attorney) and Bill of Sale (if applicable). Seller agrees to cooperate in executing any additional documents required by federal or state laws for the transfer of title to residential property.
- (B) Abstract and Tax Search. Seller will provide Buyer or Buyer's attorney at least fifteen (15) days prior to the date of closing, as set forth in paragraph 6 above, an Abstract of Title together with a local tax certificate/searches for Village, Town and County and City taxes, as applicable. Seller will continue the Abstract to the date and time of recording and provide proof of payment of any taxes not covered by the tax certificates. In the event the Abstract of Title is not continued to date and time of recording at closing, Seller must provide confirmation of search to date of closing and subsequently provide the continued Abstract of Title. The Abstract of Title is to be prepared in accordance with the standards of the applicable County Bar Association.

9. MARKETABILITY OF TITLE:

The deed and other documents delivered by Seller shall be sufficient to convey good and marketable title in fee simple, to the Property free and clear of all liens and encumbrances. However, Buyer agrees to accept title to the Property subject to restrictive covenants of record common to the tract or subdivision of which the Property is a part, provided these restrictions have not been violated, or if they have been violated, that the time for anyone to complain of the violations has expired. Buyer also agrees to accept title to the Property subject to public utility easements along lot lines as long as those easements do not interfere with any buildings now on the Property or with any improvements Buyer may construct in compliance with all present restrictive covenants of record and zoning and building codes applicable to the Property. Seller agrees to remove all mortgages and other liens that can be satisfied by the payment of a sum of money at closing.

10. OBJECTIONS TO TITLE:

If Buyer raises a valid written objection to Seller's title which means that title to the Property is unmarketable, Buyer, within ten (10) calendar days of receipt of the Abstract, will notify Seller and Buyer may elect one of the following:

- (A) Reject the title and allow the Seller to confirm the defect will be cured by the date of closing.
- (B) Allow the Seller to provide Buyer with a Fee Title Insurance Policy at Seller's expense insuring title and containing a reinsurance provision for subsequent purchasers.

Seller, within five (5) calendar days from receiving such notice, must give notice that Seller will cure the problem or, if the title objection is insurable and Buyer is willing to accept insurable title, then this contract shall continue in force, subject to the Seller performing as promised and/or providing title insurance at Seller's expense.

If Seller fails to respond or after timely response fails to cure the problem and/or provide a binder for such fee title insurance, Buyer may terminate this contract. In that event, Buyer's deposit together with reimbursement from the Seller for the survey cost, inspection fees, examination of title, extension fees if required by lender and any non-refundable fees paid to obtain a commitment for a mortgage loan will be immediately reimbursed after the signing of the release form (Addendum "I") by Buyer, Seller and Real Estate Brokers involved in this transaction.

11. RECORDING COSTS, MORTGAGE TAX, TRANSFER TAX AND CLOSING ADJUSTMENTS:

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

12. ASSIGNABILITY: RESPONSIBILITY OF PERSONS UNDER THIS CONTRACT:

This contract binds the parties hereto, their heirs, successors and assigns. Any party signing this Contract as Buyer or Seller and any successor to that party's legal position shall be responsible for fulfilling the respective party's obligations in this Contract. If the Contract provides for owner financing, and/or mortgage assumption, any assignment and/or assumption must be approved by the Seller, in writing.

13. TERMINATION:

Any termination made pursuant to any provision of this Contract shall be by written notice from the terminating party to the other party. A copy of the termination notice should be delivered to the real estate brokers. In the event of a valid termination of this Contract, Seller, Buyer and Real Estate Broker(s) shall each execute and deliver to the others the release form (Addendum "I") terminating the Contract and of all claims for commissions by the real estate brokers which arise out of the existence of the Contract unless specifically set forth in the release form.

14. DEFAULT:

If Buyer fails to perform Buyer's obligations under this Contract, Buyer shall forfeit the deposit and Seller may also pursue other legal rights Seller has against the Buyer. If Seller fails to perform Seller's obligations under this Contract, Buyer may pursue all legal rights Buyer has against the Seller.

15. SELLER'S OIL AND GAS LEASE DISCLOSURES:

Oil and/or Gas leases are a valid objection to title.

Seller makes the following representations with knowledge that the Buyer, Buyer's attorney, title insurance company and real estate agents are relying on the truth and accuracy of Seller's representations. Liability for such representations shall survive the closing and shall not merge with any deed:

Seller represents that:

(1) Seller has never signed an Oil and /or Gas lease affecting this Property.

(2) Seller has never received any rent, bonus, payment, royalty or other compensation for an Oil and /or Gas lease affecting this Property.

(3) Seller has no knowledge of any Oil and /or Gas lease (whether signed by Seller or predecessor in title) affecting this Property.

**Seller(s) Initials above confirm these representations and no initials shall be placed above if such representations are not accurate.
Buyer(s) initials are not required.**

After signing this Purchase and Sale Contract, Seller shall not sign any Oil and/or Gas lease for this Property, and Buyer is proceeding with the purchase of the Property in reliance thereon.

The reference in paragraph "11 (B)" of this Contract regarding adjustments of "rents" at closing shall exclude any previous payments/compensation to Seller from an oil and/or gas company, unless otherwise provided for in writing between Buyer and Seller.

Any and all rights to this Property's minerals, oil and gas, and to future rent, bonus, payment, royalty, or other compensation associated therewith, shall be transferred with the Property to the Buyer, unless otherwise provided for in writing between Buyer and Seller.

16. COMMISSION AGREEMENT: (TO BE COMPLETED AND INITIALED BY EACH AGENCY REPRESENTATIVE)

SELLER AGREES TO PAY THE NAMED AGENCY, AT THE TIME OF CLOSING, BY SEPARATE BANK, CERTIFIED OR ATTORNEY TRUST ACCOUNT CHECKS, FOR SERVICES RENDERED AS FOLLOWS:

_____ LISTING AGENCY COMMISSION OF \$ _____ OR _____ % OF _____
(Initials)

_____ SELLING AGENCY COMMISSION OF \$ _____ OR _____ % OF _____
(Initials)

17. ENTIRE CONTRACT:

This contract when signed by both Buyer and Seller will be the record of the complete agreement concerning the purchase and sale of the Property. No agreements or promises will be binding on either the Buyer or Seller unless they are in writing, and signed by Buyer and Seller, provided, however, that if Buyer and Seller do verbally agree to changes, they shall be deemed to have authorized their attorneys to confirm such changes by means of correspondence between attorneys.

18. ATTORNEY DISAPPROVAL:

This offer is subject to disapproval by Buyer's attorney and Seller's attorney. Failure of a party to select an attorney within three (3) business days from the contract date or to have an attorney respond, in writing, within three (3) business days of the attorney's receipt of a copy of this contract shall be deemed to be a waiver by the party of this "attorney disapproval" contingency. An attorney's written response will be deemed effective if given by: 1) the Seller's attorney, to the Buyer or Buyer's attorney, or Buyer's Agent, or 2) the Buyer's attorney, to the Seller's attorney, listing agent or subagent. A written response will be deemed effective if posted or faxed within the three (3) days time period. As used in the Contract, a business day refers to Monday through Friday, except legal holidays as defined in Section 24 of the General Construction Law.

19. EXECUTION BY BUYERS:

Buyer

Date

Buyer

Date

20. ACCEPTANCE OF OFFER BY SELLER:

The Seller certifies that the Seller is the sole owner and/or has the power to sell the Property. Seller accepts the offer and agrees to sell on the terms and conditions set forth above and agrees that the deposit must be held in escrow by _____ in their (non) interest bearing escrow account at _____. The earnest money shall be deposited within one (1) business day of the contract date.

Seller

Date

Seller

Date

