THIS IS A LEGALLY ENFORCEABLE CONTRACT. YOU SHOULD CONSIDER WHETHER YOU WISH TO CONSULT YOUR ATTORNEY PRIOR TO SIGNING THE SAME.



"THE RATE OR AMOUNT OF COMMISSION CHARGED FOR THE SALE, EASE, APPRAISAL OR MANAGEMENT OF REAL ESTATE SHALL BE NEGOTIATED BETWEEN EACH MEMBER OF LIBOR AND HIS CLIENT"

SALES AGREEMENT

	Date_	5/26/2020
PURCHASER:	SELLER:	
Ernest Richardson	Gr	zeczka
(name)		(name)
Jenee Richardson		
(name)	(name)	
256 Summit Ave		
(address)	(address)	
The undersigned buyer hereby offers to purchase the real property owned	by the seller and located at	
6 Plum Court Drive	Beekman	Ny 12570 on the
following terms and conditions:		
TERMS AND CO	<u>NDITIONS</u>	
1. Purchase Price	\$	442,000.00
2. Good faith deposit	\$	
3. Down payment payable on Formal Contract (including above deposit)	\$	
4. Subject to (existing) or (new) mortgage	\$	
5. Cash on closing	\$	
TOTAL		442,000.00
It is further understood and agreed that if this offer is not accepted by the refunded to the buyer. IN THE EVENT, HOWEVER, THE SELLER DOES ADEPOSIT WILL BE DELIVERED TO THE SELLER AND BUYER WILL PRWITH THIS PURCHASE AGREEMENT.	ACCEPT THIS OFFER IN WRITE	ING THEN SAID GOOD FAITH
FINANCI	NG	
A. This sale is subject to and conditioned upon the buyer obtaining a (varia	able rate) (fixed rate) mortgage in	n the amount of \$ with interest at
prevailing rate amortized over a period of not less than yea good faith effort to obtain such financing.	rs. Buyer understands that he/sh	ne/they is/are obligated to make a
B. This sale is subject to existing (variable rate) (fixed) mortgage held by Me	eadowbrook Financial Mortgage F	Bankers Corp which presently bears
interest at 3.5 % per annum. The present monthly payment is \$ 3		
is due The mortgage commitment is to be ob		days from the date hereof or the
date of a formal contract whichever is later. A formal contract is to be signed		06/03/2020 .
PERSONAL PE		
The following personal property is included in the sale and is represented		
Exclusions are:	by selici to be in working order.	•
CLOSIN	<u>IG</u>	
The balance of the purchase price will be delivered by the buyer to the sell		rill take place on or about
07/15/2020at_TBD		 Form 40

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LEAD HAZARD CONTINGENCY

This agreement is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards1 at the Purchaser's expense until 9:00 p.m. on the tenth calendar day after ratification or a date mutually agreed upon. This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within 3 days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Purchaser shall have 2 days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this contract shall become void. The Purchaser may remove this contingency at any time without cause. ¹Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet *Protect Your Family From Lead in Your Home* for more information.

ARBITRATION

Any dispute in which a real estate broker is claiming a commission from a party hereto as a result of the transaction set forth in this agreement and where the dispute involves a sum of money more than \$6,000 shall be resolved by arbitration before one single arbitrator. The arbitration shall be held in the county in which the real estate which is the subject matter of this agreement is located. The arbitration shall be governed by the commercial rules of the National Arbitration and Mediation. The prevailing party in the arbitration shall be entitled to recoup all of its cost including, but not limited to, all fees paid to the National Arbitration and Mediation, the arbitrator, any other administrative fees and reasonable attorneys fees. Any Award of the Arbitrator shall be final and conclusive upon the parties hereto and a Judgment thereon may be entered in the highest court of the State of New York having jurisdiction. Nothing herein contained shall prevent a broker from commencing an action as law or equity where such action is necessary for the broker to obtain injunctive or other temporary relief such as the relief provided in CPLR §2701.

COMPLETE AGREEMENT

Buyer and Seller acknowledge and agree that no representations, warranties or agreements have been made with respect to the premises or the purchase price hereof other than those set forth in the agreement. Buyer and Seller further agree that this agreement cannot be changed or modified in any way except by writing signed by both buyer and seller.

LEAD PAINT DISCLOSURE CONTINGENCY

This agreement obligates the parties to sell and purchase the real property described herein if as and when the purchaser has received the Lead Paint Hazard Disclosures required by the Residential Lead Based Paint Hazard Reduction Act of 1992 and the purchaser and seller have agreed to perform under the terms hereof or any other terms and conditions subsequently negotiated.

ATTORNEY'S APPROVAL CLAUSE

This agreement is contingent upon purchaser and seller obtaining approval of this agreement by their attorney as to all matters contained therein. This contingency shall be deemed waived unless purchaser's or seller's attorney on behalf of their client notifies the broker in writing, of their disapproval of the agreement no later than 3 business days after full execution hereof. If purchaser's or seller's attorney so notifies, then this agreement shall be deemed canceled, null and void, and all deposits shall be returned in full to the purchaser.

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Purchaser(s) Jenee Richardson PMEDT	Owner/Seller(s)
Broker Premium Group Realty Corp	by Marlon K John
Attorney for Purchaser: Veronica I. Banton 128 Stevens Ave	Attorney for Seller:
(address)	(address)
Mount Vernon NY 10550	
Tel No: 9146641116	Tel No:
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Approved by Long Island Board of Realtors, Inc.

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