Practical Skills – Purchases and Sales of Homes

Supplemental Materials

Capital Region
(Albany)
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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. PURCHASER — The Purchaser is __________________________________ _
   residing at ____________________________________________ 
   (the word "Purchaser" refers to each and all of those who signed below as Purchaser).

2. PROPERTY TO BE SOLD
The property and improvements which the Seller is agreeing to sell and which the Purchaser is agreeing to purchase is known as __________________________________ ____________ located in the city, village
   or town of __________________________________ in ____________ County, State of New York. This property
   includes all the Seller's rights and privileges, if any, to all land, water, streets and roads annexed to, and on all sides of the
   property. The lot size of the property is approximately _______________________________ _

3. ITEMS INCLUDED IN SALE
   Awnings Heating/Central Air Storm & Screen Doors
   Built-in Appliances & Cabinets Lighting Fixtures & Paddle Fans
   Built-in Closet Systems Plumbing Fixtures Smoke & Carbon Monoxide Detectors
   Drapery Rods & Curtain Rods Pumps Television Aerials & Satellite Dishes
   Electric Garage Door Opener(s) & Remote(s) Security & Alarm System(s)
   Fencing Shades & Blinds
   Fireplace Insert, Doors and/or Screen Shrub, Trees, Plants
   Storm & Screen Doors
   Storm Windows & Screens
   Smoke & Carbon Monoxide Detectors
   Television Aerials & Satellite Dishes
   Wall-to-Wall Carpeting, as placed
   Water Filters & Treatment Systems

   The items listed above, if now in or on said premises, and owned by the Seller free from all liens and encumbrances, are included in
   the sale "as is", on the date of this offer, together with the following items: __________________________________ _____________________________ 

4. ITEMS EXCLUDED FROM SALE
   The following items are excluded from the sale __________________________________ _____________________________ 

5. PURCHASE PRICE
   The purchase price is ____________________________ _ DOLLARS
   ($ ____________________________ _). The Purchaser shall pay the purchase price as follows:
   A. $ ____________________________ _ deposit with this contract and held pursuant to paragraph 16 herein
   B. $ ____________________________ _ additional deposit on ____________________________ 
   C. $ ____________________________ _ in cash, certified check, bank draft or attorney escrow account check at closing
   D. $ ____________________________ _

6. MORTGAGE CONTINGENCY
   A. This Agreement is contingent upon Purchaser obtaining approval of a □ Conventional, □ FHA or □ VA (if FHA or VA, see
      attached required addendum) or mortgage loan of $ ____________________________ _ for a term of not more than
      years at an initial □ fixed or □ adjustable nominal interest rate not to exceed percent. Purchaser agrees to use
      diligent efforts to obtain said approval and shall apply for the mortgage loan within ____________ business days after the Seller
      has accepted this contract. Purchaser agrees to apply for such mortgage loan to at least one lending institution or licensed mortgage broker.
      Upon receipt of a written mortgage commitment or in the event Purchaser chooses to waive this mortgage contingency, Purchaser shall provide
      notice in writing to __________________________________ ____________ of Purchaser's receipt of the mortgage
      commitment or of Purchaser'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 Purchaser or Seller may within five business days of such date terminate,
      or the parties may mutually agree to extend, this contract by written notice to
      __________________________________ ____________ . Upon receipt of termination notice from either party, and in the case of notice by the Purchaser, proof of Purchaser'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 Purchaser.
   B. Seller's Contribution: At closing, as a credit toward prepaids, closing costs and/or points, Seller shall credit to Purchaser
      $ ____________________________ _ or ____________ _% of the □ Purchase Price or □ mortgage amount.

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Purchaser's Initials ________ Seller's Initials ________

1/1/2010
7. 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 Purchaser.

8. OTHER TERMS (if any)

9. TITLE AND SURVEY
   A ☐ 40-year abstract of title, tax search and any continuations thereof, or a ☐ fee title insurance policy, shall be obtained at the
   expense of ☐ Purchaser or ☐ Seller. (If both boxes are checked, the option of whether an Abstract of Title or fee policy is provided
   shall be that of the party paying for same.) The Seller shall cooperate in providing any available survey, abstract of title or title
   insurance policy information, without cost to Purchaser. The Purchaser shall pay the cost of updating any such survey or the cost of
   a new survey.

10. CONDITIONS AFFECTING TITLE
   The Seller shall convey and the Purchaser shall accept the property subject to all covenants, conditions, restrictions and 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 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.

11. DEED
   The property shall be transferred from Seller to Purchaser by means of a Warranty Deed, with Lien Covenant, or
   deed, furnished by the Seller. The deed and real property transfer gain 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. If the
   Seller is transferring the property as an executor, administrator, trustee, committee, or conservator, the deed usual to such cases
   shall be accepted.

12. NEW YORK STATE TRANSFER TAX, ADDITIONAL TAX AND MORTGAGE SATISFACTION
   The Seller shall pay New York State Real Property Transfer Tax imposed by Section 1402 of the Tax Law and further agrees to pay
   the expenses of procuring and recording satisfactions of any existing mortgages. If applicable, the Purchaser shall pay the Additional
   Tax (a/k/a the "Mansion Tax" or "Luxury Tax") imposed by Section 1402-a of the Tax Law on transfers of $1,000,000 or more.

13. TAX AND OTHER ADJUSTMENTS
   The following, if any, shall be apportioned so that the Purchaser and Seller are assuming the expenses of the property and income
   from the property as of the date of transfer of title:
   a. Taxes, sewer, water, rents, and condominium or homeowner association fees
   b. Municipal assessment yearly installments except as set forth in item "10".
   c. Fuel, based upon fair market value at time of closing as confirmed by a certification provided by Seller’s supplier.

14. RIGHT OF INSPECTION AND ACCESS
   Purchaser and/or 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 a representative. Purchaser and/or a representative shall be given the right of
   inspection of the property, at a reasonable hour, within 48 hours prior to transfer of title.

15. TRANSFER OF TITLE/POSSESSION
   The transfer of title to the property from Seller to Purchaser will take place at the office of the lender's attorney if the Purchaser
   obtains a mortgage loan from a lending institution. Otherwise, the closing will be at the office of the attorney for the Seller. The
   closing will be on or before ______________. Possession shall be granted upon transfer of title unless otherwise
   mutually agreed upon in writing signed by the parties. In compliance with regulation 175.23 of the NYS Department of State all real
   estate brokers involved in the sale are to be provided a copy of the final HUD-1 or closing statement at transfer of title.

16. DEPOSITS
   It is agreed that any deposits by the Purchaser are to be deposited with the Listing Broker at ______________
   as part of the purchase price. If the Seller does not accept the Purchaser's offer, all deposits shall be returned
   to Purchaser. If the offer is accepted by the Seller, all deposits will be held in escrow by the Listing Broker and deposited into the
   Listing Broker's escrow account in the institution identified above, until the contingencies and terms have been met. The Purchaser
   will receive credit on the total amount of the deposit toward the purchase price. Broker shall then apply the total deposit to the
   brokerage fee. Any excess of deposit over and above the fee earned will go to the Seller. If the contingencies and terms contained
   herein cannot be resolved, or in the event of default by the Seller or the Purchaser, the deposits will be held by the Broker pending a
   resolution of the disposition of the deposits.

   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.

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Purchaser's Initials ____________________ Seller's Initials ____________________

1/1/2010

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17. TIME PERIOD OF OFFER

Purchaser and Seller understand and agree that, unless earlier withdrawn, this offer is good until ______ a.m. ______ p.m. ________, ________, and if not accepted by the Seller prior to that time, then this offer becomes null and void.

18. REAL ESTATE BROKER AND COOPERATING BROKER COMPENSATION

A. REAL ESTATE BROKER: The Purchaser and Seller agree that ______ brought about the sale, and Seller agrees to pay the brokerage commission as set forth in the listing agreement and Purchaser 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 ______ of failure of any of these tests and/or inspections. If Purchaser so notifies, and further supplies written confirmation by a copy of the test results and/or inspection report(s), or letter(s) from inspector, then this entire agreement shall be deemed cancelled, null and void and all deposits made hereunder shall be returned to Purchaser or, at Purchaser'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.

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Purchaser's Initials ________ Seller's Initials ________

1/1/2010

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22. ADDENDA AND MANDATED FORMS: The following attached addenda are a part of this Agreement.

A. ___________________________  B. ___________________________  C. ___________________________
D. ___________________________  E. ___________________________  F. ___________________________

23. NOTICES
All notices contemplated by this agreement shall be in writing, delivered by (a) certified or registered mail, return, receipt requested, postmarked no later than the required date; (b) by telecopier/facsimile transmitted by such date; or (c) by personal delivery by such date.

24. 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.

☐ (If checked) SUBJECT TO ATTACHED COUNTER OFFER, DATED ____________________________

Dated: ___________________________  Time ___________________________  Dated: ___________________________  Time ___________________________

Purchaser  ___________________________  Seller  ___________________________

Purchaser  ___________________________  Seller  ___________________________

Selling Broker  ___________________________  Listing Broker  ___________________________

The following is for informational purposes only: PLEASE COMPLETE

Attorney for Purchaser:  ___________________________

Name: ___________________________

Phone: ___________________________  Fax: ___________________________

Email Address: ___________________________

Selling Agent:  ___________________________

Name/Firm: ___________________________

Phone: ___________________________  Fax: ___________________________

Email Address: ___________________________

Attorney for Seller:  ___________________________

Name: ___________________________

Phone: ___________________________  Fax: ___________________________

Email Address: ___________________________

Property Tax Identification Number: ___________________________

City, Village, Town ___________________________

Mailing Address of Property To Be Sold: ___________________________

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1/1/2010

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Addendum # ___________________ CONTINGENCY REGARDING CONTRACT FOR SALE OF PURCHASER’S PROPERTY AND NOTIFICATION REGARDING SECONDARY CONTRACT

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

ADDENDUM TO CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE BETWEEN _________________________________ (Purchaser) and ________________________________ (Seller)

Regarding the Property located at: ______________________________________________________

CONTINGENCY REGARDING THIS "PRIMARY" CONTRACT

A. This contract (the "primary" contract) shall only be binding upon the PURCHASER and SELLER if the PURCHASER enters into a contract, with all contingencies satisfied in writing, for sale of PURCHASER's property known as _____________________________ on or before ___________ ___________. The PURCHASER shall immediately notify SELLER upon satisfaction of this contingency. This contingency shall be deemed waived unless PURCHASER shall notify SELLER in writing by said date that this contingency cannot be fulfilled. If PURCHASER so notifies the SELLER this contract shall be deemed cancelled, null and void, and all deposits made hereunder shall be returned to the PURCHASER.

B. It is understood and agreed that the SELLER's property known as _____________________________ which is the subject of this "primary" contract, is to remain on the market for sale as long as this contingency is still in effect.

C. It is understood and agreed that the existence of this "primary" contract shall be disclosed to all potential subagents and all other potential buyers.

I. "SECONDARY" CONTRACT FOR SELLER’S PROPERTY

A. SELLER'S RIGHT TO ACCEPT "SECONDARY" CONTRACT

The SELLER shall have the right to accept a “secondary contract” for the sale of SELLER's property, subject to the provisions of this contingency. If the SELLER accepts and signs a secondary contract prior to the satisfaction or removal of this contingency, the SELLER shall immediately notify all of the following of the existence of the secondary contract by service of the CRMLS's "Notice Regarding Secondary Contract" which is a part of this addendum:

1. the BROKER utilized by the PURCHASER, who is __________________ at its office, by ☐ personal service upon or ☐ by facsimile
   requiring a signed, dated, and timed receipt,

2. the PURCHASER by ☐ phone or ☐ facsimile or ☐ email at ______________________
   (phone/facsimile number or email address), or ☐ personal service and

3. the PURCHASER's attorney, who is ___________________________ by ☐ facsimile at ______________________ (facsimile number) or ☐ personal service.

B. ATTORNEY APPROVAL CLAUSE

In the event that the SELLER's secondary contract is subject to an attorney's approval, the SELLER shall make such notification after the attorney's approval has been obtained or the time to obtain same has expired.

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Mar-08

Buyer's Initials ____________  Seller's Initials ____________
II. PURCHASER'S OPTIONS

A. TIME PERIOD TO REMOVE CONTINGENCIES
   The PURCHASER shall have ________________ hours (excluding weekends and holidays) after service as provided above upon the BROKER utilized by the PURCHASER of the CRMLS "Notice Regarding Secondary Contract" to resolve the contingencies to this "primary" contract by removing:
   1. this contingency regarding a contract for sale of PURCHASER's property, and
   2. all other contingencies in the "primary" contract, including but not limited to financing.

B. NOTIFICATION TO SELLER
   Removal of contingencies shall be by service of CRMLS "Notice Regarding Secondary Contract" signed by the PURCHASER, on all of the following:
   1. the SELLER's BROKER, who is ____________________ at its ____________________ office, by □ personal service or □ by facsimile requiring a signed, dated, and timed receipt.
   2. the SELLER by □ phone or □ facsimile or □ email at ____________________ (phone/facsimile number or email address), or □ personal service and
   3. the SELLER's attorney, who is ____________________ by facsimile at ____________________ (facsimile number) or □ personal service.

C. If the PURCHASER so notifies the Seller of the removal of the contingency(s) set forth above (paragraph II A) this addendum shall be deemed satisfied.

III. SELLER'S OPTIONS
    If all the contingencies specified in paragraph II A are not timely removed, the SELLER shall have the option, in his sole discretion:

A. To declare this "primary" contract null and void by service of notice thereof as specified in paragraph IA above on all of the following:
   1. the BROKER utilized by the PURCHASER and
   2. the PURCHASER and
   3. the PURCHASER's attorney.
      Any deposit made by the PURCHASER shall be returned to the PURCHASER.

B. To continue under this "primary" contract subject to specified contingencies which the PURCHASER has not removed.
NOTICE REGARDING SECONDARY CONTRACT

Transfer of real property between _________________________ (buyer) and _________________________ (seller)

I. NOTICE ON PURCHASER

Date: __________________________

You, _________________________ (PURCHASER) are hereby notified
that the _________________________ (SELLER) has accepted a "secondary" contract dated _________________________, ___________ for the sale of property known as ____________________________ and hereby invokes the contingency regarding contract for sale of PURCHASER'S property dated _________________________, ___________.

Seller Date Seller Date

Delivery of Notice: (notification to be made as provided for in paragraph IA of the "Contingency Regarding This "Primary Contract").

1. Served on the Office of the Broker utilized by Purchaser on _________________________, ___________ at _________________________ 'clock. Served by: _________________________

2. Served on PURCHASER on _________________________, ___________ by _________________________

3. Served on the PURCHASER'S attorney who is _________________________ on _________________________ by _________________________

II. NOTICE ON SELLER

Date: __________________________

PURCHASER has received notice from the SELLER that SELLER has accepted a "secondary" contract for sale of the property known as ____________________________ and:

CHECK ONE:

□ PURCHASER hereby removes any and all contingencies contained in the "primary" contract dated _________________________, ___________.

□ PURCHASER hereby removes the "contingency regarding contract for sale of purchaser's property" and ____________________________ but retains the contingencies regarding ____________________________ contained in the "primary" contract dated _________________________, ___________.

Purchaser Date Purchaser Date

Delivery of Notice: (notification to be made as provided for in paragraph IIB of the "Contingency Regarding This "Primary Contract").


2. Served on SELLER ON _________________________, ___________ by _________________________

3. Served on the SELLER'S attorney who is _________________________ on _________________________ by _________________________

III. SELLER'S OPTIONS IF CONTINGENCIES ARE RETAINED

CHECK ONE:

1. □ SELLER hereby declares the "primary" contract dated _________________________, ___________ null and void, having the right to do so because all contingencies specified in paragraph II A of the "Contingency Regarding Contract For Sale of Purchaser's Property" were not timely removed.

2. □ SELLER agrees that the contingencies regarding ____________________________ are retained as a part of the "Primary" contract dated _________________________, ___________ and are binding on all parties.

Seller Date Seller Date

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Buyer's Initials ___________ Seller's Initials ___________

Mar-08

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Addendum # _________ GOVERNMENT APPROVALS CONTINGENCY

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

ADDENDUM TO CONTRACT FOR PURCHASE AND SALE
OF REAL ESTATE BETWEEN

__________________________________________ (Purchaser)

and

__________________________________________ (Seller)

Regarding property located at: __________________________________________________________

This Agreement is contingent upon the Purchaser obtaining at his own expense, any and all governmental approvals and/or permits (if necessary) required to use the premises as __________________________________________________________

This contingency shall be deemed waived unless the Purchaser shall notify ____________________________, in writing, by certified/registered mail, return receipt requested, post-marked no later than ___________ or by personal service by such date of the failure of this contingency. If purchaser so notifies, then this Agreement shall be deemed cancelled, null and void and all deposits made hereunder shall be returned to Purchaser.

Purchaser Date Seller Date

Purchaser Date Seller Date
Addendum # __________ PURCHASE MONEY MORTGAGE

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

ADDENDUM TO CONTRACT FOR PURCHASE AND SALE
OF REAL ESTATE BETWEEN

__________________________________________ (Purchaser)

And

__________________________________________ (Seller)

Regarding the property located at: ____________________________________________

The Seller agrees to hold and the Purchaser agrees to execute a Purchase Money Note and Mortgage:

1. First Mortgage in the amount of $ __________ , together with interest at ______ % per annum, with a term of ______ years, amortized over a period of ______ years, with constant monthly principal and interest payments of $ __________ , and a balloon payment, if applicable, of $ __________ .

   AND/OR

2. Second Mortgage in the amount of $ __________ , together with interest at ______ % per annum, with a term of ______ years, amortized over a period of ______ years, with constant monthly principal and interest payments of $ __________ , and a balloon payment, if applicable, of $ __________ .

The Bond and Mortgage shall contain clauses as provided in the Statutory Form of Bond and Mortgage, together with the following:

1. The Mortgagor shall have the privilege of prepaying any part or all of the principal balance at any time without penalty;
2. The entire principal balance and any accrued interest shall become due upon the Mortgagor selling the mortgaged premises or entering into a land sales contract.
3. There shall be a late penalty of two percent (2%) of any payment made more than 15 days after its due date and a 30-day default provision.

The Bond and Mortgage shall be prepared by the Purchaser's attorney, subject to the approval of the Seller's attorney within ___________ days after it is submitted thereto, which approval shall not be unreasonably withheld.

PURCHASER DATE SELLER DATE

PURCHASER DATE SELLER DATE

PURCHASER'S AGENT DATE SELLER'S AGENT DATE

(8/28/08)  
GCAR 638 Western Avenue Albany, NY 12203  
Phone: (518) 489-5476  
Fax: (518) 489-5799  
James Ader  
Purchase Forms
THIS IS A LEGALLY-BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.

ADDENDUM TO CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE BETWEEN

______________________________________________ (Purchaser)

and

______________________________________________ (Seller)

Regarding property located at: ________________________________________________

It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Veteran's Administration.

The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Veteran's Administration.

Purchaser Date Seller Date

Purchaser Date Seller Date

Appendix XVII 3/22/91 [C-VA]
Capital Region Multiple Listing Service, Inc.
ASSUMPTION OF MORTGAGE CONTINGENCY

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

ADDENDUM TO CONTRACT FOR PURCHASE AND SALE
OF REAL ESTATE BETWEEN

__________________________________________ (Purchaser)

and

__________________________________________ (Seller)

Regarding property located at: ____________________________________________

Purchaser has agreed to assume and pay the Seller’s recorded mortgage upon which there is an unpaid balance of approximately $_____________. The monthly payment on the mortgage is currently $_____________, which also includes the following checked items: ☐Taxes; ☐ Insurance; ☐ Mortgage Insurance Premium. The interest rate on the mortgage is currently ____________ percent [ ☐ Fixed; or ☐ Adjustable ____________]. This contract is contingent upon the Purchaser’s ability to assume said mortgage.

(check one):

I. ☐ with the following modifications and/or conditions:

_____________________________________________________________________

_____________________________________________________________________

This contingency shall be deemed waived unless Purchaser shall notify ________________ (___________________________________, office) in writing as called for in paragraph 23 no later than ________________, ______ of his inability to obtain said approval. If the Purchaser so notifies, then this agreement shall be deemed cancelled, null and void, and all deposits made hereunder shall be returned to Purchaser.

-or-

II. ☐ without modification or conditions (commonly known as a simple assumption).

Purchaser Date Seller Date

Purchaser Date Seller Date
CONTINGENCY REMOVAL

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

Date: __________________________

I/We, ________________________________________________________________________________
residing at ____________________________________________________________________________

in consideration of the full compliance of the terms of a purchase offer dated __________________
in which I/We agreed to purchase/sell property known as ______________________________________
do hereby remove and delete the following contingencies from the aforesaid purchase offer:

1. ________________________________________________________________________________

2. ________________________________________________________________________________

3. ________________________________________________________________________________

4. ________________________________________________________________________________

5. ________________________________________________________________________________

I/We further agree that all other terms of the aforesaid purchase offer are still in full force and effect.

□ Buyer □ Seller

Witness

□ Buyer □ Seller
Addendum #_______  EXTENSION OF CONTINGENCY

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

ADDENDUM TO CONTRACT FOR PURCHASE AND SALE
OF REAL ESTATE DATED______________________________ BETWEEN
_______________________________________________________ (Purchaser)

and

_______________________________________________________ (Seller)

Regarding property located at: ________________________________

For consideration received, the undersigned hereby acknowledge that the contingency for ______________________________

is extended until ______________________, _________, and all other provisions of said contract are to remain in full force and effect.

Purchaser               Date               Seller               Date

Purchaser               Date               Seller               Date
Addendum #________ CANCELLATION AND RELEASE — all parties

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

WHEREAS, ___________________________________________ as Purchaser, and

___________________________________________ as Seller, entered into an agreement
dated __________________ for the Purchase and Sale of premises known as _______________________,
copy of which agreement is attached hereto.

It is mutually agreed as follows:

1. Said agreement for the Purchase and Sale of the aforesaid premises is hereby cancelled;

2. The principal parties hereto and the undersigned brokers hereby release and discharge each other from any and all liability arising out of said agreement and;

3. The parties direct that the deposit in the sum of $ ____________________ paid on the signing of the said agreement be distributed to ____________________________

_________________________________________

_________________________________________

_________________________________________

_________________________________________

Purchaser Date Seller Date

Purchaser Date Seller Date

Selling Broker Date Listing Broker Date
Addendum #_______  ESCROW RELEASE AUTHORIZATION

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

The undersigned hereby authorize ____________________________________________ to release the sum of $________________________ to ____________________________________________
from the funds which they are presently holding in escrow, pursuant to an Agreement of Purchase and Sale, regarding premises located at ____________________________________________.
DATED: ___________________________  BETWEEN ____________________________________________
and ___________________________.

Purchaser  Date            Seller  Date
Purchaser  Date            Seller  Date

Appendix [II 3/21/91 [C-ESCREL]
Capital Region Multiple Listing Service, Inc.

Produced with ZipForm™ by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026  www.ziplogix.com  Purchase Forms
Addendum # __________ LEAD-BASED PAINT TESTING CONTINGENCY

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

ADDENDUM TO CONTRACT FOR PURCHASE AND SALE
OF REAL ESTATE BETWEEN

________________________________________ (Purchaser)

and

________________________________________ (Seller)

Regarding property located at: __________________________________________________________

This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser’s expense until 9:00 P.M. on the tenth calendar day after ratification or until __________________________________________

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 _______ 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 _________________ 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 clause.

1 Intact 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.

Purchaser Date Seller Date

Purchaser Date Seller Date

6/21/96
Agricultural District Disclosure Form and Notice

for property commonly known as: ____________________________________________________________

When any purchase and sale contract is presented for the sale, purchase, or exchange of real property located partially or wholly within an agricultural district established pursuant to the provisions of article 25-aa of the Agricultural and Markets law, the prospective grantor shall present to the prospective grantee a disclosure notice which states the following:

*It is the policy of this state and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not be limited to, activities that cause noise, dust and odors. Prospective residents are also informed that the location of property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. Prospective purchasers are urged to contact the New York State Department of Agriculture and Markets to obtain additional information or clarification regarding their rights and obligations under article 25-aa of the Agriculture and Markets Law.*

Such disclosure notice shall be signed by the prospective grantor and grantee prior to the sale, purchase or exchange of such real property.

Receipt of such disclosure notice shall be recorded on a property transfer report form prescribed by the state board of real property services as provided for in section three hundred thirty-three of the real property law.

Initial the following:

____ The aforementioned property IS located in an agricultural district.

____ The aforementioned property IS NOT located in an agricultural district.

Received and acknowledged

<table>
<thead>
<tr>
<th>Seller</th>
<th>Date</th>
<th>Purchaser</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<table>
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<tr>
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<th>Date</th>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Seller's Agent</th>
<th>Date</th>
<th>Purchaser's Agent</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3/19/2008

GCAR 838 Western Avenue, Albany, NY 12203
Phone: (518) 489 - 5476 106   Fax: (518) 489 - 5799   James Ader
Produced with ZipForm™ by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Purchase Forms
Addendum #

CAPITAL REGION MULTIPLE LISTING SERVICE

Electric and/or Gas Service Disclosure

Property Address: ____________________________________________

Regarding the above-referenced property:

☐ This property has no electric service utility available.

☐ This property is subject to an electric and/or gas utility surcharge.

a) Type of surcharge: ____________________________________________

b) Purpose of surcharge: ____________________________________________

c) Amount of surcharge: ____________________________________________

d) When surcharge is payable (monthly, yearly, etc.) ______________________

Received and acknowledged

Seller ___________________________ Date ___________________________ Purchaser ___________________________ Date ___________________________

Seller ___________________________ Date ___________________________ Purchaser ___________________________ Date ___________________________

Seller's Agent ___________________________ Date ___________________________ Purchaser's Agent ___________________________ Date ___________________________

3/19/2008

GCAR 838 Western Avenue Albany, NY 12203
Phone: (518) 489 - 5476 106 Fax: (518) 489 - 5799 James Ador
Produced with ZipForm™ by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com
## AREA BOUNDARIES (5/19/11)

<table>
<thead>
<tr>
<th>Sub-Area</th>
<th>Bounded by:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ALBANY COUNTY – 100</strong></td>
<td></td>
</tr>
<tr>
<td>110</td>
<td>Albany City</td>
</tr>
<tr>
<td>111</td>
<td>North – City Line</td>
</tr>
</tbody>
</table>
| Northeast | East – Hudson River  
South – (includes both sides of) Washington Ave. to State Street,  
And Broadway  
West – (includes both sides of) Rt. 9 overpass and Northern Blvd. |
| 112 | North – City line |
| North Central | East – west of Rt. 9 overpass and Northern Blvd.  
South – north side of Western Avenue  
West – east of I-90 overpass of Rt. 85 and Crosstown Arterial  
Rt. 85 |
| 113 | North – City line |
| Northwest (including Pine Bush) | East – west of I-90 overpass of Rt. 85 and Crosstown Arterial  
Rt. 85  
South – north side of Western Avenue  
West – City line |
| 114 | North – south of Washington Ave, State St. and Broadway  
East – Hudson River  
South – City line  
West – south side of Western Ave, to So. Lake (east side) to  
Madison Ave. (north side) to Delaware Ave, to city line |
| 115 | North – south side of Western Avenue  
East – west of Northern Blvd., Washington Park, Madison Ave  
and Delaware Ave.  
South – City line  
West – east of Crosstown Arterial Rt. 85 |
| 116 | North – south side of Western Ave.  
Southwest | East – West of Crosstown Arterial Rt. 85  
South – city line  
West – city line |
| 117 | Madison, Lark, Livingston & Hudson River |

---

19
| 120 | Colonie Town - South          |
| 121 | Village of Colonie           |
| 122 | East of Northway & South of Albany Shaker Road |
| 129 | Colonie (south) Other areas  |
| 130 | Colonie Town - North         |
| 131 | Village of Menands           |
| 132 | Albany Shaker Road and South |
| 133 | East of Northway & north of Albany Shaker Rd to and including Watervliet-Shaker |
| 134 | East of Northway & north of Watervliet-Shaker Rd. |
| 135 | West of Northway             |
| 140 | Guilderland Town             |
| 141 | East of Thruway (McKownville) |
| 142 | West of Thruway to and including Rte 155 (Westmere) |
| 143 | West of Route 155 east and south of Rt 155 |
| 144 | Village of Altamont          |
| 150 | Bethlehem Town               |
| 151 | That area within the Town which lies northeast of the Normanskill |
|     | **North Bethlehem**          |
| 152 | That area within the Town which lies south of the Normanskill west of Rt. 85, Cherry Ave and Elm Ave and north of Rte. 32 (Includes both sides of all boundary road |
| 153 | That area within the Town east of sub-area 152, and north of Rt. 32 (Delmar/Elsmere) |
|     | **Central Bethlehem**        |
| 154 | That area within the Town south of Rt. 32 |
|     | **South Bethlehem**          |
| 160 | New Scotland Town            |
| 161 | Village of Voorheesville     |
| 162 | North of a line drawn (w-e) by Rt. 157 to Rt. 85 |
|     | **North New Scotland**       |
| 163 | South of sub-area 162 and north of a line drawn (w-e) by Rt. 443 |
|     | **Central New Scotland**     |
| 164 | South of Rt. 443             |
| 170 | Coeymans Town                |
| 171 | Village of Ravena            |
| 172 | Town of Coeymans other than Village of Ravena |
| 180 | Berne, Knox Rensselaerville and Westerlo |
| 181 | Town of Berne                |
182  Town of Knox
183  Town of Westerlo & Rensselaerville
190  Cohoes, Watervliet, and Green Island
191  City of Cohoes
192  Town & Village of Green Island
193  City of Watervliet

RENSSELAER COUNTY - 200

210  Troy City
211  (Ferry St. to Menands Bridge)
    South Troy

212  (Ferry St. to 101st St – East to 10th St.)
    Central Troy

213  (101st St., North incl. Oakwood No. of Humiston; Lansingburgh)
    North Troy

214  (Includes Sycaway) (10th St. East – Humiston to Congress)
    Troy Hill

215  (South of Congress – East of Havermans includes Crestwood &
    Troy East Side
    Hillsview)

220  City of Rensselaer
230  Pittstown, Grafton, Schaghticoke, Valley Falls & Melrose
231  Towns of Pittstown & Buskirk
232  Town of Grafton
233  Town of Schaghticoke
234  Village of Schaghticoke
235  Melrose
236  Village of Valley Falls
237  Village of Pleasantdale
240  Hoosick Town & Hoosick Falls Village
241  Town of Hoosick
242  Village of Hoosick Falls
250  Town of Brunswick
260  Greenbush (East & North), Wynantskill, & Hampton Manor
261  Town of North Greenbush
262  Town of East Greenbush
263  Village of Wynantskill
264  Hampton Manor
270  Sand Lake & Poestenskill
271 Town of Sand Lake
272 Town of Poestenkill
273 Averill Park
280 Schodack, Nassau & Castleton
281 Town of Schodack
282 Village of Castleton
283 Town of Nassau
284 Village of Nassau
290 Petersburg, Berlin, and Stephentown
291 Town of Petersburg
292 Town of Berlin
293 Town of Stephentown

SARATOGA COUNTY - 300

310 Saratoga Springs, Greenfield, Wilton and Northumberland
311 City of Saratoga Springs
312 Town of Greenfield
313 Town of Wilton & Ganesvoort
314 Town of Northumberland
320 Ballston, Milton & Village of Ballston Spa
321 Town of Ballston
322 Town of Milton
323 Village of Ballston Spa
330 Malta Town - North
331 Village of Round Lake
332 Luther Forest
333 Malta (except Round Lake, Luther Forest, Country Knolls)
340 Waterford Town & Village and Mechanicville
342 Town of Waterford (excludes Village and Northside)
343 Village of Waterford (includes Northside)
344 City of Mechanicville
350 Saratoga County – Southern Suburban
351 Town of Clifton Park, south of Route 146
352 Town of Clifton Park, Rte. 146 & North including some areas of Burnt Hills/Ballston Lake School District
353 Malta Country Knolls (Town of Malta Round Lake Rd and south, and west of I-87
354 Town of Halfmoon
360 Charlton, Providence, and Galway Village
361 Town of Charlton
362 Town & Village of Galway
<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saratoga Lake</td>
<td>Town of Providence, Sataroga Town, Stillwater, Schuylerville, Victory Mills</td>
</tr>
<tr>
<td>363</td>
<td></td>
</tr>
<tr>
<td>370</td>
<td></td>
</tr>
<tr>
<td>371</td>
<td>Town of Saratoga</td>
</tr>
<tr>
<td>372</td>
<td>Town &amp; Village of Stillwater</td>
</tr>
<tr>
<td>373</td>
<td>Village of Schuylerville</td>
</tr>
<tr>
<td>374</td>
<td>Village of Victory Mills</td>
</tr>
<tr>
<td>380</td>
<td>Moreau &amp; South Glens Falls Village</td>
</tr>
<tr>
<td>381</td>
<td>Town of Moreau</td>
</tr>
<tr>
<td>382</td>
<td>Village of South Glens Falls</td>
</tr>
<tr>
<td>389</td>
<td>Corinth, Day, Edinburg and Hadley</td>
</tr>
<tr>
<td>390</td>
<td>Town &amp; Village of Corinth</td>
</tr>
<tr>
<td>391</td>
<td>Town of Day</td>
</tr>
<tr>
<td>392</td>
<td>Town of Edinburg</td>
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<td>393</td>
<td></td>
</tr>
<tr>
<td>394</td>
<td>Town of Hadley</td>
</tr>
<tr>
<td>398</td>
<td></td>
</tr>
<tr>
<td>400</td>
<td>SCHENECTADY COUNTY - 400</td>
</tr>
</tbody>
</table>

**Downtown Schenectady**

<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>410</td>
<td>Schenectady City – Downtown, Union St. and Grand Blvd.</td>
</tr>
<tr>
<td>411</td>
<td>From Western Gateway Bridge follow the Mohawk River to Freemans Bridge to</td>
</tr>
<tr>
<td></td>
<td>Erie Blvd. to Nott Ter to Veeder Ave to I-890 West to Rotterdam line.</td>
</tr>
</tbody>
</table>

**North Schenectady**

<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>412</td>
<td>Freemans Bridge to Maxon Road to Niskayuna town line to Rosa Road to Nott</td>
</tr>
<tr>
<td></td>
<td>St to Erie Blvd. to Freemans Bridge.</td>
</tr>
</tbody>
</table>

**Union Street**

<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>413</td>
<td>Vale Cemetery along Nott Ter. to Union St. to Union Ave to Lenox Road to</td>
</tr>
<tr>
<td></td>
<td>Rosa Road to the Niskayuna line to the Crosstown (Rte 7) to Central Park</td>
</tr>
<tr>
<td></td>
<td>to Bradley Street to Brandywine to Stanford to Vale Park to Nott Ter.</td>
</tr>
</tbody>
</table>

**Central State Street**

<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>420</td>
<td>Schenectady City – Central &amp; Upper State St.</td>
</tr>
<tr>
<td>421</td>
<td>Vale Cemetery on Nott Ter. to Veeder Ave. to I-890 East to Rotterdam line</td>
</tr>
<tr>
<td>422</td>
<td>East of the Crosstown to Rotterdam and Niskayuna lines.</td>
</tr>
</tbody>
</table>

**Upper State Street**

<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>430</td>
<td>Schenectady City – Bellevue &amp; Mt. Pleasant</td>
</tr>
</tbody>
</table>
Bellevue

South of Conrail RR tracks to Rotterdam line.

Mt. Pleasant

North of Conrail RR tracks to I-890.

Niskayuna Town

Balltown Road to Rte 7 to VanAntwerp Road to River Road
west to Balltown Road to Mohawk Road to Mohawk River to City line.

Rte 7 north to VanAntwerp Road and River

Scotia – East & West Glenville

Village of Scotia

Rte 50 to Swaggertown Road and east thereof

Rte 50 to Swaggertown Road and west thereof

Rotterdam East & West

Guilderland Avenue at City line and east thereof

Guilderland Avenue at City line and west thereof to Albany line
and Princetown line.

Rotterdam Town

Town of Princetown

Duanesburg & Delanson

Town of Duanesburg

Village of Delanson

COLUMBIA COUNTY - 500

Town of Kinderhook

Town of Stuyvesant

Town of Chatham

Town of New Lebanon

Town of Stockport

Town of Ghent
507  Town of Canaan
508  Town of Austerlitz
509  Town of Greenport
510  Town of Claverack
511  Town of Hillsdale
512  Town of Livingston
513  Town of Taghkanic
514  Town of Copake
515  Town of Germantown
516  Town of Clermont
517  Town of Gallatin
518  Town of Ancram

GREENE COUNTY - 550
551  Town of Durham
555  Town of Greenville
560  Town of New Baltimore
565  Town of Coxsackie
566  Village of Coxsackie
570  Town of Athens
571  Village of Athens
575  Town of Cairo
580  Town of Catskill
581  Village of Catskill
590  Towns of Windham, Ashland and Jewett
595  Town of Hunter
596  Village of Hunter
597  Village of Tannersville
599  Towns of Lexington, Halcott and Prattsville

SCHOHARIE COUNTY - 600
610  Cobelskill, Seward, Carlisle and Sharon
611  Town of Cobleskill
612  Town of Seward
613  Town of Carlisle
614  Town of Sharon
620  Schoharie, Esperance, and Wright
621  Town of Schoharie
622  Town of Esperance
623  Town of Wright
630  Richmondville, Summit, and Jefferson
631  Town of Richmondville
632  Town of Summit
633  Town of Jefferson
Middleburgh, Fulton and Broome
Town of Middleburgh
Town of Fulton
Town of Broome
Gilboa, Conesville, and Blenheim
Town of Gilboa
Town of Conesville
Town of Blenheim

WASHINGTON COUNTY - 700
Town of Easton
Town & Village of Greenwich
Town & Village of Cambridge
Town of White Creek
Town & Village of Salem
Town of Jackson
Town & Village of Fort Edward
Town of Kingbury/Village of Hudson Falls
Town & Village of Argyle
Town of Hebron
Town of Hartford
Town & Village of Granville
Town & Village of Fort Ann
Town & Village of Whitehall
Town of Hampton
Town of Dresden
Town of Putnam

WARREN COUNTY - 750
City of Glens Falls
Town of Queensbury
Village of Lake George
Town of Lake George
Town of Bolton
Town of Hague
Town & Village of Lake Luzerne
Town of Warrensburg
Town of Stoney Creek
Town of Thurman
| 761 | Town of Johnsburg |
| 762 | Towns of Chester & North Creek |
| 763 | Towns of Chestertown, Pottersville & Schroon Lake |
| 764 | Town of Horicon |

### HAMILTON COUNTY

#### MONTGOMERY COUNTY - 800

| 810 | City of Amsterdam |
| 812 | Town of Amsterdam |
| 814 | Town of Florida |
| 816 | Town of Mohawk |
| 818 | Town of Glen |
| 820 | Town of Charleston |
| 822 | Town of Palatine |
| 824 | Town of Root |
| 826 | Town of St. Johnsville |
| 828 | Town of Canajohaire |
| 830 | Town of Minden |
| 832 | Town of Fort Plain |

#### FULTON COUNTY - 850

| 851 | City of Gloversville |
| 852 | City of Johnstown |
| 853 | Town of Johnstown |
| 854 | Town of Mayfield |
| 855 | Town of Northhampton |
| 856 | Towns of Broadalbin & Perth |
| 857 | Towns of Bleecker & Caroga |
| 858 | Towns of Ephratah, Oppenheim & Stratford |

### OTSEGO COUNTY

| 890 | Other Areas |

### HERKIMER COUNTY - 1000

| 1011 | City of Little Falls |
| 1021 | Town of Newport |
| 1022 | Town of Norway |
| 1023 | Town of Russia |
| 1024 | Town of Schuyler |
| 1025 | Village of Newport |
| 1026 | Village of Poland |
| 1027 | Village of Cold Brook |
| 1031 | Town of Fairfield |

27
1032 Town of Herkimer
1033 Town of Manheim
1034 Town of Salisbury
1035 Village of Herkimer
1036 Village of Middleville
1037 Village of Dolgeville
1038 Village of Salisbury
1041 Town of Ohio
1042 Town of Webb
1043 Village of Old Forge
1051 Town of Columbia
1052 Town of Danube
1053 Town of Frankfort
1054 Town of German Flatts
1055 Town of Litchfield
1056 Town of Little Falls
1057 Town of Stark
1058 Town of Warren
1059 Town of Winfield
1060 Village of Mohawk
1061 Village of Ilion
1062 Village of Frankfort
1063 Village of West Winfield
Seller Property Condition Disclosure Law
Effective March 1, 2002

Effective March 1, 2003 a new requirement which requires sellers of one-to-four unit residential housing to disclose the condition of their property, in writing, became law.

Sellers are required to answer a series of questions intended to disclose environmental, structural, mechanical and other conditions affecting the property. And the law applies to both brokered and non-brokered (FSBO) sales.

The Sellers “Property Condition Disclosure Form” is available from a number of sources. Copies, which may be photocopied, were mailed to all offices in mid-February by both CRMLS and the Department of State. While slightly different, each format is acceptable, and each contains identical wording. The forms can be purchased in bundles of twenty-five (25) from CRMLS for $6.48 + $.52 tax. And members at www.nysar.com can find a .pdf file of the form.

While a number of seminars and discussions have been held concerning the new legislation following is a series of questions & answers prepared by GCAR, CRMLS and NUSAR legal counsel Michael Wallender and James Braman.

Mandatory Seller’s Property Condition Disclosure
Frequently Asked Questions

Q. Why does NAR, NYSAR and my local association support this program?
A. Plain and simple, up-front disclosure helps eliminate disputes between buyers and sellers that all too often result in costly and time consuming litigation. REALTORS® in states with mandatory disclosure laws say they work. New York REALTORS® who have used similar form voluntarily for many years agree.

Q. When must sellers begin providing the form to buyers?
A. The new law will apply to all real estate purchase contracts entered into on or after March 1, 2002

Q. Should I help my seller client fill out the form?
A. No. The law specifically directs the seller to complete the form himself or herself

Q. Does this change my licensing obligation to disclose known material defects to prospective buyers?
A. No. The disclosure obligations for real estate licensees are unchanged.

Q. Is New York the only state with mandatory seller’s disclosure?
A. No. New York is the 35th state to require sellers to disclose property conditions to prospective buyers.

Q. Does this program apply to FSBOs too?
A. Yes. The law applies to every seller of a one to four family residential property regardless of whether or not a real estate agent or broker is involved.

Q. Are condos, co-ops and/or new construction included in the program?
A. No. The law specifically exempts condos, co-ops and new construction.

Q. What if the seller finds a problem with the property after both the seller and buyer sign a contract of sale?
A. Sellers are obligated under the law to provide the buyer with a revised property condition disclosure statement if the seller "acquires knowledge which renders materially inaccurate a property condition disclosure statement provided previously". The revised disclosure statement must be delivered to the buyer "as soon as practicable", but in no event after the earlier of transfer of title or occupancy by the buyer.

Q. New York State law now requires the seller to disclose the absence of utility service, any special utility assessments and if the property lies within an agricultural district. Are these separate disclosures still needed?
A. The form created by the new law requires the seller to disclose these matters to the buyer. However, if the seller discloses that the property is subject to a utility surcharge or lies within an agricultural district, the seller remains obligated to inform the buyer using statements established in separate laws (see Real Property Law sections 333-c and 242 (2) (a)).

Q. What happens if the seller fails to provide a completed disclosure form to the buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale?
A. The buyer shall receive a credit of $500 against the purchase price from the seller at closing.

Q. Does the disclosure statement constitute a warrantee?
A. No. The law clearly states that the disclosure statement is not a warrantee of any kind by the seller or any agent representing the seller. In fact, the buyer is encouraged to obtain his or her own independent professional inspections and environmental tests and is also encouraged to check public records pertaining to the property.

Q. I understand that the new Property Condition Disclosure Act will take effect on March 1, 2002. Does this mean that all of my pending listings on March 1, 2002 will be affected?
A. The Property Condition Disclosure Act will take effect on March 1, 2002 and will require a seller of covered residential real property who enters into a contract of sale on or after March 1, 2002 to provide their purchaser with a Property Condition Disclosure Statement prior to their purchaser being bound by the purchase contract. For all of your listings where a contract of sale was entered into by your clients and their purchasers prior to March 1, 2002, the mandates of the Property Condition Disclosure Act will not be applicable. For all of your listings where your clients have not entered into a contract of sale with a purchaser prior to March 1, 2002, your clients will be required to complete and timely provide their purchasers with a Property Condition Disclosure Statement.
Property Condition Disclosure Statement

Name of seller or sellers: ____________________________________________________________

Property address: __________________________________________________________________

The Property Condition Disclosure Act requires the seller of residential real property to cause this disclosure statement or a copy thereof to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale.

Purpose of Statement:
This is a statement of certain conditions and information concerning the property known to the seller. This disclosure statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction. It is not a substitute for any inspections or tests and the buyer is encouraged to obtain his or her own independent professional inspections and environmental tests and also is encouraged to check public records pertaining to the property.

A KNOWINGLY FALSE OR INCOMPLETE STATEMENT BY THE SELLER ON THIS FORM MAY SUBJECT THE SELLER TO CLAIMS BY THE BUYER PRIOR TO OR AFTER THE TRANSFER OF TITLE. IN THE EVENT A SELLER FAILS TO PERFORM THE DUTY PRESCRIBED IN THIS ARTICLE TO DELIVER A DISCLOSURE STATEMENT PRIOR TO THE SIGNING BY THE BUYER OF A BINDING CONTRACT OF SALE, THE BUYER SHALL RECEIVE UPON THE TRANSFER OF TITLE A CREDIT OF FIVE HUNDRED DOLLARS AGAINST THE AGREED UPON PURCHASE PRICE OF THE RESIDENTIAL REAL PROPERTY.

"Residential real property" means real property improved by a one to four family dwelling used or occupied, or intended to be used or occupied, wholly or partly, as the home or residence of one or more persons, but shall not refer to (a) unimproved real property upon which such dwellings are to be constructed or (b) condominium units or cooperative apartments or (c) property on a homeowners' association that is not owned in fee simple by the seller.

Instructions to the seller:
(a) Answer all questions based upon your actual knowledge.
(b) Attach additional pages with your signature if additional space is required.
(c) Complete this form yourself.
(d) If some items do not apply to your property, check "NA" (non-applicable). If you do not know the answer check "UNKN" (unknown).

Seller's Statement:
The seller makes the following representations to the buyer based upon the seller's actual knowledge at the time of signing this document. The seller authorizes his or her agent, if any, to provide a copy of this statement to a prospective buyer of the residential real property. The following are representations made by the seller and are not the representations of the seller's agent.

General Information
1. How long have you owned the property? _____________________________________________

2. How long have you occupied the property? ___________________________________________

3. What is the age of the structure or structures? ______________________________________

   Note to buyer- If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint.

4. Does anybody other than yourself have a lease, easement or any other right to use or occupy any part of your property other than those stated in documents available in the public record, such as rights to use a road or path or cut trees or crops? Yes No UNKN NA

5. Does anybody else claim to own any part of your property? Yes No UNKN NA (if yes, explain below)
6. Has anyone denied you access to the property or made a formal legal claim challenging your title to the property?  
   Yes No UNKN NA (if yes, explain below)

7. Are there any features of the property shared in common with adjoining land owners or a homeowners association, such as walls, fences or driveways? Yes No UNKN NA (if yes, describe below)

8. Are there any electric or gas utility surcharges for line extensions, special assessments or homeowner or other association fees that apply to the property? Yes No UNKN NA (if yes, explain below)

9. Are there certificates of occupancy related to the property? Yes No UNKN NA (if no, explain below)

Environmental

Note to Seller - In this section, you will be asked questions regarding petroleum products and hazardous or toxic substances that you know to have been spilled, leaked or otherwise been released on the property or from the property onto any other property. Petroleum products may include, but are not limited to, gasoline, diesel fuel, home heating fuel, and lubricants. Hazardous or toxic substances are products that could pose short- or long-term danger to personal health or the environment if they are not properly disposed of, applied or stored. These include, but are not limited to, fertilizers, pesticides and insecticides, paint including paint thinner, varnish remover and wood preservatives, treated wood, construction materials such as asphalt and roofing materials, antifreeze and other automotive products, batteries, cleaning solvents including septic tank cleaners, household cleaners and pool chemicals and products containing mercury and lead.

Note to Buyer - If contamination of this property from petroleum products and/or hazardous or toxic substances is a concern to you, you are urged to consider soil and groundwater testing of this property.

10. Is any or all of the property located in a designated floodplain? Yes No UNKN NA (if yes, explain below)

11. Is any or all of the property located in a designated wetland? Yes No UNKN NA (if yes, explain below)

12. Is the property located in an agricultural district? Yes No UNKN NA (if yes, explain below)

13. Was the property ever the site of a landfill? Yes No UNKN NA (if yes, explain below)

14. Are there or have there ever been fuel storage tanks above or below the ground on the property?  
   Yes No UNKN NA  
   If yes, are they currently in use? Yes No UNKN NA Location(s)  
   Are they leaking or have they ever leaked? Yes No UNKN NA (if yes, explain below)

15. Is there asbestos in the structure? Yes No UNKN NA (if yes, state location or locations below)

16. Is lead plumbing present? Yes No UNKN NA (if yes, state location or locations below)

17. Has a radon test been done? Yes No UNKN NA (if yes, attach a copy of the report)

18. Has motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any hazardous or toxic substance spilled, leaked or otherwise been released on the property or from the property onto any other property? Yes No UNKN NA (if yes, describe below)

19. Has the property been tested for the presence of motor fuel, motor oil, home heating fuel, lubricating oil, or any other petroleum product, methane gas, or any hazardous or toxic substance? Yes No UNKN NA (if yes, attach report(s))

Structural

20. Is there any rot or water damage to the structure or structures? Yes No UNKN NA (if yes, explain below)

21. Is there any fire or smoke damage to the structure or structures? Yes No UNKN NA (if yes, explain below)

22. Is there any termite, insect, rodent or pest infestation or damage? Yes No UNKN NA (if yes, explain below)
23. Has the property been tested for termite, insect, rodent or pest infestation or damage?
Yes  No  UNKN  NA (if yes, please attach report(s))

24. What is the type of roof/roof covering (slate, asphalt, other)? ____________________________________________
   Any known material defects? ____________________________________________
   How old is the roof? ____________________________________________
   Is there a transferable warrantee on the roof in effect now? Yes  No  UNKN  NA (if yes, explain below)

25. Are there any known material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions. Yes  No  UNKN  NA (if yes, explain below)

   Mechanical Systems & Services

26. What is the water source (circle all that apply - well, private, municipal, other)? If municipal, is it metered?
   Yes  No  UNKN  NA

27. Has the water quality and/or flow rate been tested? Yes  No  UNKN  NA (if yes, describe below)

28. What is the type of sewage system (circle all that apply – public sewer, private sewer, septic or cesspool)?
   If septic or cesspool, age? ____________________________________________
   Date last pumped? ____________________________________________
   Frequency of pumping? ____________________________________________
   Any known material defects? Yes  No  UNKN  NA (if yes, explain below)

29. Who is your electric service provider? ____________________________________________
   What is the amperage? ____________________________________________
   Does it have circuit breakers or fuses? ____________________________________________
   Private or public poles? ____________________________________________
   Any known material defects? Yes  No  UNKN  NA (if yes, explain below)

30. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property? Yes  No  UNKN  NA (if yes, state locations and explain below)

31. Does the basement have seepage that results in standing water? Yes  No  UNKN  NA (if yes, explain below)

   Are there any known material defects in any of the following (if yes, explain below. Use additional sheets if necessary):

32. Plumbing system?  Yes  No  UNKN  NA
33. Security system?  Yes  No  UNKN  NA
34. Carbon monoxide detector?  Yes  No  UNKN  NA
35. Smoke detector?  Yes  No  UNKN  NA
36. Fire sprinkler system?  Yes  No  UNKN  NA
37. Sump pump?  Yes  No  UNKN  NA
38. Foundation/slab?  Yes  No  UNKN  NA
39. Interior walls/ceilings?  Yes  No  UNKN  NA
40. Exterior walls or siding?  Yes  No  UNKN  NA
41. Floors?  Yes  No  UNKN  NA
42. Chimney/fireplace or stove?  Yes  No  UNKN  NA
43. Patio/deck?  Yes  No  UNKN  NA
44. Driveway?  Yes  No  UNKN  NA
45. Air conditioner?  Yes  No  UNKN  NA
46. Heating system?  Yes  No  UNKN  NA
47. Hot water heater?  Yes  No  UNKN  NA
48. The property is located in the following school district ____________________________________________
   UNKN
**Note:** Buyer is encouraged to check public records concerning the property (e.g. tax records and wetland and flood plain maps)

The seller should use this area to further explain any item above. If necessary, attach additional pages and indicate here the number of additional pages attached.

__________________________________________________________________________________________________________________________________________________________________________________________________________________________

__________________________________________________________________________________________________________________________________________________________________________________________________________________________

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**Seller's Certification:**
SELLER CERTIFIES THAT THE INFORMATION IN THIS PROPERTY CONDITION DISCLOSURE STATEMENT IS TRUE AND COMPLETE TO THE SELLER'S ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE SELLER. IF A SELLER OF RESIDENTIAL REAL PROPERTY ACQUIRES KNOWLEDGE WHICH RENDERS MATERIALLY INACCURATE A PROPERTY CONDITION DISCLOSURE STATEMENT PROVIDED PREVIOUSLY, THE SELLER SHALL DELIVER A REVISED PROPERTY CONDITION DISCLOSURE STATEMENT TO THE BUYER AS SOON AS PRACTICABLE. IN NO EVENT, HOWEVER, SHALL A SELLER BE REQUIRED TO PROVIDE A REVISED PROPERTY CONDITION DISCLOSURE STATEMENT AFTER THE TRANSFER OF TITLE FROM THE SELLER TO THE BUYER OR OCCUPANCY BY THE BUYER, WHICHEVER IS EARLIER.

Seller ___________________ date ______________

Seller ___________________ date ______________

**Buyer’s Acknowledgment:**
Buyer acknowledges receipt of a copy of this statement and buyer understands that this information is a statement of certain conditions and information concerning the property known to the seller. It is not a warranty of any kind by the seller or seller's agent and is not a substitute for any home, pest, radon or other inspections or testing of the property or inspection of the public records.

Buyer ___________________ date ______________

Buyer ___________________ date ______________
Contract dated ____________ on property known as ____________________ ("property") between ___________________________________ ("Purchaser") and ____________________________________ ("Seller").

1. THIS COVER PAGE AND THE ATTACHED ADDENDA ARE A PART OF A CONTRACT FOR THE PURCHASE AND SALE OF REAL ESTATE, REFERENCED ABOVE. IF NOT FULLY UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING. WHEN SIGNED, THIS DOCUMENT AND ATTACHMENTS HERETO BECOMES PART OF A BINDING AGREEMENT.

2. The Following Addenda are Attached:
   - Disclosure regarding Agency Relationships
   - Agricultural District Disclosure Form and Notice
   - Property Condition Disclosure Statement
   - Broker Compensation Addendum
   - Disclosure of Information and Acknowledgment on Lead Based Paint and/or Lead Based Paint Hazards
   - Contingency Regarding Contract for Sale of Purchaser’s Property and Notification Regarding Secondary Contract
   - Uncapped Natural Gas Well Disclosure and Notice
   - Electric and/or Gas Service Disclosure
   - Inspection Contingency
   - ___________________________

3. Attorney’s Approval Clause
   This Agreement is contingent upon Purchaser and Seller obtaining approval of this Agreement by their attorneys 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, in accordance with Section 4 below, of their disapproval of the 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 the Purchaser.

4. Notices
   All notices contemplated by this Agreement shall be in writing, delivered by (a) certified or registered mail, return receipt requested, postmarked no later than the required date; (b) by telecopier/facsimile by such date or (c) by personal delivery by such date.

5. Entire Agreement
   This Contract Addenda Cover Page with Attachments and the above-referenced Contract (collectively the "Agreement") contain 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.

Dated: ____________ Time: ____________ Dated: ____________ Time: ____________

__________________________ ____________________________
Purchaser Seller

__________________________ ____________________________
Purchaser Seller

Selling Broker Listing Broker

(rev. 4/16/08)

GCAR 838 Western Avenue Albany, NY 12203
Phone: (518) 489 - 5476 106 Fax: (518) 489 - 5799 James Ader

Produced with ZipForm™ by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Purchase Forms
FHA DISCLOSURES
AMENDATORY CLAUSE / REAL ESTATE CERTIFICATION

Buyer(s) ___________________________ Date of Agreement: _________________

Seller(s) ___________________________ File No.: __________________________

Property Address: _________________________

FHA AMENDATORY CLAUSE

It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete
the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless
the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing
Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of
not less than $ ___________________________.

The purchaser shall have the privilege and option of proceeding with consummation of the contract
without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum
mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the
property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

Borrower ___________________________ Date
Borrower ___________________________ Date
Seller ______________________________ Date
Seller ______________________________ Date

Note: The dollar amount to be inserted in the amendatory clause is the sales price as stated in the contract. If the borrower and
seller agree to adjust the sales price in response to an appraised value that is less than the sales price, a new amendatory clause is
not required. However, the loan application package must include the original sales contract with the same price as shown on the
amendatory clause, along with the revised or amended sales contract.

REAL ESTATE CERTIFICATION

We, the borrower, seller, and the selling real estate agent or broker involved in the sales transaction certify by our signatures below
that the terms and conditions of the sales contract are true to the best of our knowledge and belief, and that any other agreement
entered into by any of these parties in connection with this real estate transaction is part of, or attached to, the sales agreement.

Borrower ___________________________ Date
Borrower ___________________________ Date
Seller ______________________________ Date
Seller ______________________________ Date
Listing Agent (as applicable) ____________ Date
Selling Agent (as applicable) _____________ Date

WARNING: Our signatures above indicate that we fully understand that it is a Federal Crime punishable by fine, imprisonment or
both to knowingly make any false statements concerning any of the above facts as applicable under the provision of Title 18, United
States Code, Section 1012 and 1014.

Appendix V 2/24/11 [C-FHAVA]
Capital Region Multiple Listing Service, Inc. Forms

Contract for Purchase and Sale of Real Estate (1/1/2010) (4 pages)
Addendum: Contingency Regarding Contract for Sale of Purchasers Property and Notification Regarding Secondary Contract (Mar-08)
Addendum: Government Approvals Contingency (3/22/91)
Addendum: Purchase Money Mortgage (8/28/08)
Addendum: VA Appraisal (3/22/91)
Addendum: Assumption of Mortgage Contingency (3/06/08)
Contingency Removal (3/22/91)
Extension of Contingency (3/22/91)
Cancellation and Release (11/96)
Escrow Release Authorization (3/22/91)
Lead-based Paint Testing Contingency (6/21/96)
Agricultural District Disclosure (3/19/08)
Electric and/or Gas Service Disclosure (3/19/08)
Area Boundaries (5/19/11)
PCDA Questions and Answers
Property Condition Disclosure Statement
Contract Addenda Cover Page (4/16/08)
FHA Disclosures: Amendatory Clause/Real Estate Certification (2/24/11)

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