

1 JOINT APPROVED FORM, WINNEBAGO COUNTY BAR ASSOCIATION "WCBA"
2 AND ROCKFORD AREA ASSOCIATION OF REALTORS® "RAAR"

3 **CONTRACT FOR PURCHASE AND SALE**

4 **For Use with New Single Family Residences Under Construction**

5 **Which Are Substantially Complete**

6 **(Roofed, Roughed-In, Enclosed, With Finished Drywall)**

7 **(Complete All Blanks and Delete Inapplicable Language)**

8 LISTING OFFICE: _____ Phone: _____

9 Listing Broker: _____ Broker #: _____

10 Listing Office Address: _____

11 Listing Office License #: _____ Listing Broker License #: _____

12 Email: _____ Phone: _____ Fax: _____

13 Seller's Attorney: _____ Phone: _____

14 Email: _____ Fax: _____

15 Condo/HOA Name: _____ Phone: _____

16 Condo/HOA Contact Name: _____ Email: _____

17
18 SELLING OFFICE: _____ Phone: _____

19 Selling Broker: _____ Broker #: _____

20 Selling Office Address: _____

21 Selling Office License #: _____ Selling Broker License #: _____

22 Email: _____ Phone: _____ Fax: _____

23 Buyer's Attorney: _____ Phone: _____

24 Email: _____ Fax: _____

25 Lender Name: _____ Contact Name: _____

26 Email: _____ Phone: _____ Fax: _____

27
28 Designated agents of the Listing Broker are agents of the Seller. Designated agents of the
29 Selling Broker are agents of the Buyer unless a dual agency agreement is signed.

30 **CONFIRMATION OF CONSENT TO DUAL AGENCY**

31 The undersigned confirm that they have previously consented to _____,
32 Licensee, acting as a Dual Agent in providing brokerage services on their behalf and specifically
33 consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this
34 document. Seller's Initials: _____/_____ Buyer's Initials: _____/_____

35
36 1. Seller. To: (SELLER) _____
37 Email: _____ Phone: _____
38 of _____ (Address & Zip Code)

39 2. Buyer. The Undersigned (BUYER) _____
40 Email: _____ Phone: _____
41 of _____ (Address & Zip Code)

42 3. Premises. Offers to purchase the following described real estate situated in (Winnebago)
43 (_____) County, Illinois, commonly known as: _____
44 _____ Property I.D.#: _____
45 and legally described as: _____
46 _____.

- 47 4. Purchase Price. And to pay you \$ _____
48 with \$ _____ as earnest money (a minimum of 5% of the purchase price
49 is recommended) to be tendered by Buyer no later than one business day following the date
50 of the accepted Contract (which earnest money shall be increased to a total of
51 \$ _____ within one business day following the expiration of the Attorney
52 Approval period as set forth in Paragraph 6 herein) to be applied to the purchase price; (if
53 Contract is not subject to 5B financing contingency, Buyer will furnish written verification of
54 funds to close from a financial institution within _____ business days of acceptance of this
55 Contract).
- 56 5. Contingencies. Buyer's obligations pursuant to this Contract are contingent upon the
57 following:
- 58 A. Inspection. Buyer's inspection, which may include, but shall not be limited to, radon,
59 mold, pest, mechanical, or structural inspections, at Buyer's expense. Seller shall arrange for
60 all utilities to be on at the time of inspection. The home inspection shall cover all
61 components of the real estate, including but not limited to, heating and cooling systems,
62 plumbing and well system, electrical system, roof, walls, windows, ceilings, floors,
63 appliances and foundation. If Buyer notifies Seller within seven (7) business days of the
64 final acceptance of this Contract that the results of the inspection are unacceptable to Buyer,
65 this Contract shall be void. If Buyer does not notify Seller by said date that the results of the
66 inspection are unacceptable to Buyer, this provision shall be deemed waived and this
67 Contract shall remain in effect.
- 68 B. Financing. Obtain by _____, a written (Conventional) (FHA) (VA)
69 (_____) mortgage loan commitment containing the following terms: loan amount not
70 less than ____% of the purchase price due in not less than ____ years with (Fixed)
71 (Adjustable) interest at not more than ____% per year and lender required flood insurance
72 premiums not to exceed \$ _____ per year, or containing other terms acceptable to Buyer.
73 Buyer shall provide to Seller by the above date a copy of the Lender's loan commitment or
74 upon Seller's request will provide a denial letter if available from Buyer's lender. The
75 issuance of a commitment containing the above-specified terms or Buyer's written
76 acceptance of a commitment containing other terms shall satisfy this contingency. Seller
77 agrees to pay Buyer's closing costs not exceeding \$ _____ (to include all costs paid to
78 third parties in connection with the closing, prepaid mortgage interest, insurance and tax
79 reserve deposits). Seller shall pay costs of any required FHA or VA re-inspections but shall
80 not be required to pay for repair expenses in excess of \$ _____. Where applicable, the
81 parties agree to promptly execute and direct their brokers to execute the applicable FHA
82 Amendatory Clause and Real Estate Certification or the VA Amendment to Sales Contract
83 forms currently approved by HUD.
- 84 C. Appraisal. Obtain by _____ an appraisal prepared by an Illinois
85 licensed appraiser indicating the value of the premises to be equal to or greater than the
86 purchase price.
- 87 D. Sale of Property. (Enter into a contract for the sale of property for not less than
88 \$ _____ or a lesser amount as is accepted by _____ and) complete the sale
89 of property in which Buyer now has an interest located at _____
90 _____ on or before _____. Seller reserves the right to
91 accept another bona fide offer subject to the rights of Buyer under this Contract. In the event
92 Seller accepts another bona fide offer, Seller shall deliver a notice to eliminate contingency

93 to Buyer. Within 72 hours of receipt of such notice, Buyer shall deliver written notice to
94 Seller of removal of this contingency and **all** other Buyer contingencies AND (a) provide a
95 written commitment for a non-contingent bridge loan, OR (b) provide evidence of available
96 funds sufficient to allow Buyer to complete the transaction, or this Contract shall be void.

97 6. Attorney's Approval. This Contract is subject to Buyer's and Seller's attorney's written
98 disapproval of this Contract within seven (7) business days of the final acceptance of this
99 Contract. In the absence of notice within the time specified, this provision shall be deemed
100 waived and this Contract shall remain in effect.

101 7. Failure of Contingency. Except as otherwise provided, if any contingency cannot in good
102 faith be carried out, this Contract shall become void and the earnest money shall be returned
103 to Buyer pursuant to the provisions of Paragraphs 10 and 20 hereof.

104 8. Closing. This transaction shall be closed on _____ or on such date as mutually
105 agreed by the parties in writing, and Seller shall deliver possession of the premises in broom-
106 clean condition and free of debris, both interior and exterior, **at time of closing**. If by no
107 fault of either party this transaction cannot close by the closing date due to any government
108 regulations or lender requirement, the date of closing shall be extended for the period
109 necessary to satisfy these requirements, not to exceed 7 business days. A final inspection of
110 the real estate, fixtures, and personal property may be made by Buyer within seven (7) days
111 prior to closing.

112 9. Prorations and Credits. Rents, utilities, pre-paid service contracts, property taxes, association
113 dues, and other similar items shall be prorated and credited along with security deposits and
114 prepaid items through date of closing. Seller shall pay at closing all special assessments,
115 special service area taxes, or fees or other similar items charged against the premises
116 approved, enacted or confirmed prior to date of final acceptance of contract by a public body,
117 private association or a Court.

118 Tax prorations shall be final as of closing and based upon the actual tax bill if known for a
119 specific tax year; otherwise shall be calculated at 105% of the most recent tax rate times the
120 assessment and exemption information published on the county assessor's website within 7
121 business days of final acceptance unless Seller submits to Buyer within 7 business days of
122 final acceptance evidence of changes in the assessment and exemption information. Seller
123 warrants that it has submitted or will submit in a timely manner all necessary documentation
124 to preserve the exemptions through closing and shall provide evidence of the same within 7
125 business days of final acceptance; otherwise, the tax prorations shall be prorated without said
126 exemptions.

127 (Seller represents that as of final acceptance, (Condo) (Homeowner) Association fees are
128 \$_____ per _____ and that a special assessment (of \$_____))
129 (check one) ___ has not / ___ has been levied).

130 10. Earnest Money. The earnest money shall be held by _____, referred to
131 as "Escrowee," for the mutual benefit of the parties in a non-interest bearing account. If an
132 earnest money dispute arises, Escrowee shall be authorized to release the earnest money
133 ONLY upon written direction executed by all parties or order of Court; **provided, however,**
134 **in the event the premises is being sold through a RAAR listing and a dispute solely**
135 **involving earnest money arises, the parties agree to submit the dispute to binding**
136 **arbitration if available through RAAR under arbitration rules and procedures**
137 **approved by RAAR and WCBA.**

138 11. Personal Property. Seller warrants that Seller owns and agrees to transfer to Buyer, all
139 heating, plumbing, electrical systems and fixtures; water heater; existing storms and screens;
140 attached and built-in cabinets and shelves; attached carpet; attached mirrors; all planted
141 vegetation; and the following:

142 (Check or enumerate applicable items)

143 ___ Ceiling Fan(s) ___ Stove/Range/Oven ___ Sump Pump(s) ___ Window Treatments

144 ___ Refrigerator ___ Water Softener ___ Outdoor Shed(s) ___ Garage Dr. Opener

145 ___ Dishwasher ___ Security System ___ Satellite System ___ Remote Control(s)

146 ___ Microwave ___ Disposal ___ Outdoor Playsets ___ Water filtration system

147 ___ Washer ___ Dryer ___ Central Air ___ Fpl screen(s) door(s)

148 ___ Keys ___ Window Air Unit(s) ___ Grate(s)/Gas log(s)

149 Other items included: _____

150 _____

151 Other items excluded: _____

152 _____

153 Seller warrants there are no rented fixtures or equipment except: _____

154 _____

155 12. Seller Warranty. Seller warrants that the residence on the premises has been constructed and
156 will be completed in good and workmanlike manner in accordance with applicable building
157 codes, zoning ordinances, building setback requirements, subdivision and deed restrictions,
158 and Seller's plans and specifications. Seller guarantees workmanship and materials for a
159 period of one (1) year from the date of closing.

160 13. Water System Evaluations. Seller shall provide to Buyer by _____ at Seller's expense
161 (check if applicable):

162 ___ An evaluation of the (well)/(septic) systems, where applicable, dated within 90 days of
163 closing including sampling of the well verifying that the water is bacteriologically safe,
164 that the nitrate level is within requirements approved by the State of Illinois, that the
165 well and septic systems meet with all applicable health department requirements and
166 are in normal operating condition without observable defects. The well and septic
167 evaluations shall be conducted by the local county health department or an Illinois
168 licensed environmental health practitioner in accordance with local health department
169 requirements. If Seller does not provide Buyer with satisfactory well and septic
170 evaluations by the above date, then this Contract shall be voidable at the option of
171 Buyer as Buyer's exclusive remedy.

172 ___ A sanitary sewer connection Certificate of Compliance where required by local
173 ordinance. If Seller does not provide the Certificate of Compliance by the above date,
174 then this Contract shall be voidable at the option of Buyer as Buyer's exclusive remedy.

175 ___ Where applicable, a Cross Connection Certificate of Compliance relating to lawn and
176 building sprinkling systems dated within one year of the date of closing. If Seller does
177 not provide the Certificate of Compliance by the above date, then this Contract shall be
178 voidable at the option of Buyer as Buyer's exclusive remedy.

- 179 14. Title Insurance. Seller shall furnish current title insurance commitment in the amount of the
180 purchase price to Buyer prior to closing, and final policy thereafter, at Seller's expense, from
181 a title company with a closing office located in the county where the premises is located,
182 showing merchantable title subject only to the following permitted exceptions: a) all accrued
183 taxes, fees and special assessments credited to Buyer at closing; b) building setbacks, use and
184 occupancy restrictions, conditions and covenants of record; c) zoning laws and ordinances; d)
185 easements for the use of public utilities; and e) roads and highways. None of these
186 exceptions shall be considered permitted exceptions if they are violated by the existing
187 improvements or present use of the premises or if they materially restrict the reasonable use
188 of the premises as a residence. If Seller cannot deliver merchantable title to Buyer at closing
189 subject only to permitted exceptions, this Contract shall be voidable at Buyer's option and
190 the earnest money shall be returned to Buyer.
- 191 15. Mechanic's Liens. Seller shall comply with the requirements of the Illinois Mechanic's Lien
192 Act or in lieu thereof may furnish to Buyer a lien-free owner's policy from the title company
193 protecting Buyer from any claim pursuant to the provisions of the Illinois Mechanic's Lien
194 Act.
- 195 16. Occupancy Permit. Seller shall furnish at or prior to closing an occupancy permit from the
196 City of (Rockford) (_____) or the County of (Winnebago) (_____) Building Department with water meter installed at Seller's expense where applicable.
- 197 17. Punch List. Seller agrees to complete the following work prior to closing: _____
198 _____
199 _____
200 _____
201 _____
202 A sum equal to one and one-half times the cost of completing any work undone at closing
203 shall be escrowed pending completion with the escrow agreement to provide the date by
204 which such work will be finished.
- 205 18. Allowances. Seller grants the following allowances for items listed below:
206 Item: Amount:
207 _____
208 _____
209 _____
- 210 19. Destruction of the Premises. If prior to delivery of deed the improvements on the premises
211 shall be destroyed or materially damaged by fire or other casualty, Buyer shall have the
212 option of declaring this Contract void and receiving a refund of earnest money paid, or of
213 accepting the premises as damaged or destroyed, together with the proceeds of any insurance
214 payable as a result of the destruction or damage, which proceeds Seller agrees to assign to
215 Buyer.
- 216 20. Liquidated Damages. SHOULD BUYER FAIL TO PERFORM THIS CONTRACT
217 PROMPTLY IN THE TIME AND MANNER SPECIFIED, THE EARNEST MONEY
218 SHALL BE FORFEITED BY BUYER AS LIQUIDATED DAMAGES SUBJECT TO THE
219 PROVISIONS OF PARAGRAPH 10, AS SELLER'S EXCLUSIVE REMEDY, AND THIS
220 CONTRACT SHALL BE VOID. IN ANY ACTION TO ENFORCE THE TERMS OF
221 THIS CONTRACT, THE PREVAILING PARTY SHALL BE ENTITLED TO
222 REASONABLE ATTORNEYS FEES AND COSTS.
- 223 21. Time of the Essence. Time is of the essence of the terms and conditions of this Contract.

- 224 22. Closing Documents and Funds. At closing Seller shall convey merchantable title to the
225 premises, subject to permitted exceptions, to Buyer or whomever Buyer may direct by
226 stamped recordable warranty deed or such other appropriate deed as required. The title
227 company closing fee shall be paid by a Buyer with a mortgage and shall be divided equally
228 between the parties if Buyer has no mortgage. The remainder of the purchase price or any
229 further part of it then due shall be paid and all documents required by the transaction shall be
230 signed and delivered.
- 231 23. Governmental Compliance. The parties agree to comply with the following federal or state
232 acts when applicable:
- 233 A. Illinois Real Estate Transfer Tax Act with Seller to pay all transfer taxes due at closing;
 - 234 B. Federal Real Estate Settlement Procedures Act (RESPA);
 - 235 C. The Illinois Smoke Detector Act with Seller to provide all required smoke detectors in
236 operating condition;
 - 237 D. The Carbon Monoxide Alarm Detector Act with Seller to provide required detectors in
238 operating condition;
 - 239 E. Illinois Radon Awareness Act; and
 - 240 F. Illinois Good Funds Act.
- 241 24. Notices. All required notices shall be in writing and shall be served directly upon any one of
242 the parties to whom the notice is directed, or the party's real estate brokers or attorneys, by
243 (a) personal delivery, (b) regular or express mail, (c) FAX machine, or (d) e-mail if an e-mail
244 address has been furnished by the recipient or is shown on this Contract. Notices shall be
245 deemed satisfactorily delivered at the time of personal delivery, mailing, FAX, or e-mail
246 transmission regardless of the time of actual receipt by the other party, or their attorney, or
247 real estate broker, except that actual receipt by Buyer, Buyer's broker, or attorney of the
248 notice to eliminate contingency shall be required pursuant to Paragraph 5D of this Contract.
249 For purposes of execution of this Contract and providing subsequent notices, including
250 contingency removals, any electronically signed document or document transmitted by FAX
251 or e-mail shall be treated as an original document. Business days are defined as Monday
252 through Friday excluding federal holidays.
- 253 25. Entire Agreement. Following execution by the last party, this Contract shall be deemed
254 effective only upon delivery to the other party, as provided for notices in the preceding
255 paragraph. This document represents the entire agreement and shall be binding upon the
256 parties, their heirs, successors, and assigns.

257 26. **Optional Standard Clauses.** The following Optional Standard Clauses shall apply only if
258 initialed by all parties: **(Identify applicable clauses and initial, complete, and make**
259 **applicable deletions)**

261 Seller's Buyer's
262 Initials Initials

263
264 ___/___ ___/___ A. Cancellation of Prior Contract. This Contract is subject to the cancellation
265 of Seller's prior contract by _____.

266 ___/___ ___/___ B. Home Warranty Plan. Seller shall provide to Buyer, at Seller's expense, a
267 Home Warranty Plan providing for basic and (_____) coverage for twelve months from date of closing as follows:

268
269 _____
270 Company Cost not to Exceed Service Fee.

271 ___/___ ___/___ C. Repair Rider is incorporated by reference.

272 ___/___ ___/___ D. Flood Certification. (For use with cash or Seller financed transactions
273 only.) This Contract is subject to Buyer obtaining within seven (7)
274 business days of the acceptance of this Contract, a determination that the
275 premises are not located in a FEMA designated special flood hazard ("A
276 Zone") area or this Contract shall be void.

277 ___/___ ___/___ E. Survey Rider is incorporated by reference.

278 **NOTICE TO PARTIES**

279 **BY THE SIGNING OF THIS CONTRACT, YOU ARE ENTERING INTO A BINDING**
280 **LEGAL AGREEMENT. ANY REPRESENTATION UPON WHICH YOU RELY**
281 **SHOULD BE INCLUDED IN THIS AGREEMENT. NO ORAL REPRESENTATION**
282 **WILL BE BINDING UPON OR AN OBLIGATION OF THE SELLER, BUYER, OR**
283 **REAL ESTATE BROKER. THE UNDERSIGNED ACKNOWLEDGE THAT THEY**
284 **HAVE HAD THE OPPORTUNITY TO CONSULT WITH SEPARATE LEGAL**
285 **COUNSEL PRIOR TO THE EXECUTION OF THIS AGREEMENT.**

286 Dated: _____ and to be accepted by: _____

287 BUYER: _____ BUYER: _____

288 Buyer hereby acknowledges receipt of: Radon Disclosure ___/___ (Buyer's Initials)

289 Presented to Seller _____ (date) Seller's Initials: ___/___

290 Countered: _____ with counteroffer to be accepted by: _____

291 SELLER: _____ SELLER: _____

292 Date of Final Acceptance & Delivery: _____ **(Insert after all terms and conditions**
293 **have been agreed upon)**

294 Escrowee acknowledges receipt of the earnest money select one: ___ Cash ___ Check ___ Note

295 Amount: \$ _____

296 Escrowee Name: _____ Signature: _____