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Welcome to the latest edition of our newsletter!
We offer this newsletter as a trusted resource to keep you updated on important legal topics, news about our firm and upcoming events.

Real Estate Terms New Jersey and New York Buyers and Sellers Should Watch Closely

In a competitive market, it's common to see offers packed with "sweeteners" meant to win the deal – inspection limitations, appraisal waivers, tight timelines, or contingency language that sounds standard but can have very real consequences later.

Whether you're buying or selling in New Jersey or New York, the smartest time to understand these terms is ***before*** you sign and ***before*** you make or accept an offer.

Here are a few provisions that deserve extra attention, especially during the winter months:

Inspection waivers and inspection limitations

One of the biggest pressure points in negotiations is the home inspection. Some buyers waive inspections entirely, while others agree to limitations such as:

- "Information-only" inspections: you can inspect, but you can't ask for repairs/credits
- Caps on repair requests: only certain "major" issues or repairs above a certain dollar amount, for example
- Short inspection windows that may not allow specialists to schedule in time: roof, foundation, sewer scope, chimney, etc.

In the winter, inspection risk can increase because seasonal conditions can hide or prevent the evaluation of key items, including:

- Roof wear obscured by snow/ice
- Grading/drainage concerns that don't present until they thaw or heavy rain

- Decks, exterior surfaces, retaining walls, walkways, patios, and masonry that may be inaccessible
- HVAC performance and condensation/ice damming issues that may be intermittent

If you're waiving or limiting inspections, it's worth discussing what you're giving up, what you can still do to protect yourself, and whether there are deal structures and legal terms to include in your offer that keep you competitive ***without*** leaving you exposed.

Appraisal waivers and "appraisal gap" language

Appraisal-related terms are often misunderstood because they can be written in several ways. Common versions include:

- Full appraisal waiver: buyer agrees to proceed regardless of appraisal
- Appraisal gap coverage: buyer agrees to bring additional cash if the appraisal comes in low (sometimes up to a cap, sometimes unlimited)
- Financing terms that quietly remove appraisal leverage even if a mortgage is involved

For buyers, these terms can mean you're committing to cover a shortfall with cash – even if you didn't budget for it. For sellers, they can be helpful, but only if the language is clear, enforceable, and not dependent on uncertain conditions.

Home sale contingencies

Home sale contingencies can keep a buyer from being "stuck" with two homes. It can also satisfy a mortgage elder's conditions that an existing home be sold and any mortgages be paid off as a condition of approval of the mortgage loan to buy the new property. However, they can *also* create uncertainty and delays if not drafted carefully.

This becomes even more important when the buyer needs to sell ***out-of-state property*** as a condition of an in-state purchase. Closing timelines, customary contract terms, financing processes, and local practices vary significantly from state to state. A contingency that seems simple – "Buyer must sell their home" – can turn into a problem if it doesn't clearly address:

- How long the buyer has to secure a contract and close
- Whether the buyer must list by a certain date
- What happens if the out-of-state sale is delayed
- Whether the seller can accept backup offers or issue a "kick-out" notice
- How deposits and extensions are handled

When one law office can coordinate the moving pieces for a buyer or seller across different states and timelines, it often reduces surprises and helps keep the transaction on track.

Knowing differences between the New Jersey and New York contract process

Even when two deals look similar on paper, the process can differ between New Jersey and New York. This includes how offers become binding, how negotiations unfold, and what closing dates and other deadlines actually mean. Understanding the local framework helps you avoid assumptions like "this is standard" or "we can deal with that later," when the contract may already be locking in rights, remedies, and time-sensitive obligations.

Bottom line: talk through terms early before you're committed

Real estate contracts aren't just formalities. They allocate risk, sometimes even in a single sentence. Getting legal guidance early, at the offer stage and from inception of the deal, can help you understand what the specific terms *actually* mean, how they affect your rights, and how to negotiate protections without derailing the transaction.

If you're buying or selling in New Jersey or New York, coordinating a purchase, or thinking about accepting an offer from a buyer that depends upon selling a property in another state, reach out to our office for a free consultation to discuss your contract terms and strategy before you're locked in. A brief conversation early can prevent costly misunderstandings later.

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