Contract & Attorney Review

A practical handoff checklist for the listing agent. Follow the actual contract and company process.

Manager approval BEFORE signatures. When you prepare the seller's contract, submit the complete contract and addenda. Resolve corrections and obtain approval of the final version before sending it for signatures.

- [ ] **Before signature routing**

  Record the seller's exact instructions. Confirm names, property, price, credits, compensation, dates, deposits and all addenda. Keep the approved version and the manager's approval record.

- [ ] **After execution**

  Deliver the complete signed agreement and signed addenda. Record actual delivery to both buyer and seller; an agent's sent-email time or a signature timestamp alone may not establish delivery. **The agent must call the other agent** to confirm that the email and signed contract package were received. Record the call date, time, person contacted and confirmation in the file.

- [ ] **Confirm the review calendar**

  Identify the applicable attorney-review provision. Confirm the delivery date, excluded days, any written extension and the current review status with the attorney **and the buyer's agent**. Calendar the deadline and follow-up.

- [ ] **If another offer arrives**

  Record, acknowledge and present it promptly as required. Document the seller's instructions. Contact the manager and seller's attorney; the new offer does not automatically cancel the existing agreement.

- [ ] **Before a replacement contract**

  Have the attorney address the first agreement and confirm effective termination before routing a replacement. Obtain manager approval of the replacement contract before signatures. Save all notices.

- [ ] **Verify the deposit - written confirmation required**

  Calendar the contractual deposit due date and follow up before it. **Obtain a letter from the title company confirming the deposit amount and actual date received.** Save the letter in the file and compare the receipt date with the deadline. If due on the 5th, verify receipt by the 5th; do not assume receipt on the 6th or 7th is acceptable. Promptly notify the manager and seller's attorney of any missing or late deposit and follow up.

- [ ] **Continue the file**

  Track deposits, inspections, financing and other milestones under their own contract terms. Keep communications in date order and assign the next action and deadline.

Company approval and attorney review serve different purposes. Transaction-specific legal interpretation and cancellation notices belong with the attorney.

Friday delivery. Weekend offer.

Assume both buyer and seller receive the fully signed contract on Friday, November 13, 2026, with the standard New Jersey review clause, no intervening legal holiday, no written extension and no earlier change in review status.

Day	How it counts
Friday, November 13	Delivery day - do not count as Day 1
Saturday / Sunday, November 14-15	Excluded from the three-day count
Monday, November 16	Day 1
Tuesday, November 17	Day 2
Wednesday, November 18	Day 3 - ordinary end of the review window

Monday is the first counted day, but the signed contract is already subject to attorney review over the weekend. Present another offer and contact counsel promptly.

If the seller prefers a Saturday offer

Present and document it promptly. Contact the seller's attorney and manager. The attorney must confirm the first contract's status and handle any available, timely written disapproval with the proper recipients and delivery. Obtain confirmation that the first agreement has ended before routing a replacement for signatures.

The calendar does not establish the status by itself. Earlier attorney approval or other changes may end the review opportunity. Ongoing discussion does not automatically extend it. If review expires without effective disapproval or a written extension, a higher offer alone does not create a right to cancel.

Sources / checked November 13, 2026

N.J.A.C. 11:5-6.2 (attorney-review provision)

Gordon Development Group v. Bradley (2003): delivery and one review period

Conley v. Guerrero (2017): attorney disapproval and notice