

# Contract to Purchase

Adopted by the  
CINCINNATI AREA BOARD OF REALTORS®  
DAYTON AREA BOARD OF REALTORS®

For exclusive use by REALTORS®.

This is a legally binding contract. If not understood, seek legal advice.  
For real estate advice, consult a REALTOR®.



\_\_\_\_\_ (date).

1 **1. PROPERTY DESCRIPTION:** I/We ("Buyer") offer to purchase from Seller ("Seller") the following described property:  
2 Address \_\_\_\_\_ City/Township \_\_\_\_\_  
3 Ohio, Zip Code \_\_\_\_\_, County \_\_\_\_\_, Further described as: \_\_\_\_\_  
4 \_\_\_\_\_ ("Real Estate").

5 **2. PRICE AND TERMS:** Buyer hereby agrees to pay \$ \_\_\_\_\_  
6 ("Purchase Price") for the Real Estate, payable as follows:

7 a) **EARNEST MONEY:** \$ \_\_\_\_\_ ("Earnest Money")  
8 shall be deposited with \_\_\_\_\_ upon written acceptance of  
9 this contract ("Contract"), in a trust account pending the final settlement and conveyance of the purchase and sale of the Real  
10 Estate contemplated in this Contract ("Closing"), or returned to the Buyer if this offer is not accepted in writing. Any  
11 disbursement of Earnest Money shall be in compliance with Ohio R.C. 4735.24. The Earnest Money shall be disbursed as  
12 follows: (i) if the transaction is closed, the Earnest Money shall be applied to Purchase Price (may be retained by brokerage and  
13 credited toward brokerage commission owed) or as directed by Buyer or (ii) if either party fails or refuses to perform, or if any  
14 contingency is not satisfied or waived, the Earnest Money shall be (a) disbursed in accordance with a release of earnest money  
15 ("Release") signed by all parties to the Contract or (b) in the event of a dispute between the Seller and Buyer regarding the  
16 disbursement of the Earnest Money, the broker is required by law to maintain such funds in his trust account until the broker  
17 receives (a) written instructions signed by the parties specifying how the Earnest Money is to be disbursed or (b) a final court  
18 order that specifies to whom the Earnest Money is to be awarded. If the Real Estate is located in Ohio, and if within two years  
19 from the date the Earnest Money was deposited in the broker's trust account, the parties have not provided the broker with such  
20 signed instructions or written notice that such legal action to resolve the dispute has been filed, the broker shall return the  
21 Earnest Money to the Buyer with no further notice to the Seller. Both Buyer and Seller acknowledge and agree that, in the event  
22 of a dispute between Buyer and Seller as to entitlement of the Earnest Money, the REALTORS® will not make a determination  
23 as to which party is entitled to the Earnest Money.

24 b) **BALANCE:** The balance of the Purchase Price shall be paid by wire transfer, certified, cashier's, official bank, attorney or  
25 title company trust account check on date of Closing.

26 **3. FINANCING CONTINGENCY:** Buyer intends to use the Real Estate for the following purpose:  Owner-occupied  
27  Rental  Other: \_\_\_\_\_

28  **CASH:** Buyer shall provide, to Seller's satisfaction, written verification of funds within \_\_\_\_\_ calendar days of  
29 acceptance of this offer. If Buyer fails to provide written notification, then Seller may, by written notice to selling REALTOR®  
30 or Buyer, terminate this Contract. Buyer has the right to obtain an appraisal of the Real Estate by a licensed appraiser  
31 within \_\_\_\_\_ calendar days beginning the day following written contract acceptance.

32  **CONVENTIONAL LOAN:** The Buyer's obligation to close this transaction is contingent upon Buyer applying for and  
33 obtaining: (a)  fixed  adjustable or  other first mortgage loan on the Real Estate, (b) in an amount not to exceed  
34 \_\_\_\_\_% of the Purchase Price, (c) at an interest rate  at prevailing rates and terms  not to exceed  
35 \_\_\_\_\_%, (d) for a term of not less than \_\_\_\_\_ years or at a higher rate or shorter term agreeable to Buyer.

36  **FHA/VA:** The Buyer's obligation to close this transaction is contingent upon Buyer applying for and obtaining (a)  FHA,  
37 [(1)  fixed or (2)  adjustable] (including FHA closing costs) or  VA (including VA funding fee) first mortgage loan in  
38 the maximum allowable amount (b) at an interest rate  at prevailing rates and terms  not to exceed \_\_\_\_\_%,  
39 (c) for a term of not less than \_\_\_\_\_ years or at a higher rate or shorter term agreeable to Buyer.  Buyer has provided  
40 the **FHA For Your Protection: Get a Home Inspection** disclosure. *When the Buyer is financing through FHA or VA, the  
41 Seller may be required to pay for certain fees. Check with your lending institution. Whole house inspection fees may be paid by  
42 the VA Buyer, but must be paid outside of the Closing. On FHA/VA contracts, the appraiser is not deemed to be a whole house  
43 inspector.*

44  **OTHER FINANCING: SEE ATTACHED ADDENDUM** \_\_\_\_\_  
45 \_\_\_\_\_  
46 \_\_\_\_\_

47  **Settlement Charges:** In addition to costs incurred in order for the Seller to fulfill the terms of the Contract and to provide  
48 marketable title, Seller agrees to pay actual settlement charges on behalf of the Buyer, including, but not limited to, discount  
49 points, closing costs, pre-pays and any other fees allowed by Buyer's lender in an amount not to exceed, \_\_\_\_\_.

Buyer's Initials \_\_\_\_\_ Date / Time \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Date / Time \_\_\_\_\_

50  **Financing Application and Loan Commitment:** Buyer financing qualification letter  is attached  is not attached  
 51  shall be provided within \_\_\_\_\_ calendar days of written acceptance of this offer. If Buyer fails to provide  
 52 documentation of financing qualification letter, then Seller may, by written notice to selling REALTOR® or Buyer, terminate  
 53 this Contract. Buyer shall complete a loan application, including submitting a completed 1003 (*or, lender's required financing*  
 54 *application form*), and provide the selected lender with "*intent to proceed*", including payment for appraisal (if necessary),  
 55 within \_\_\_\_\_ calendar days of written acceptance of this Contract and will make a diligent effort to obtain financing. If  
 56 Buyer or Buyer's lender does not notify Listing REALTOR® or Seller, in writing, that a loan approval has been obtained or  
 57 waived within \_\_\_\_\_ calendar days of written acceptance of this offer, then Seller may, by written notice to selling  
 58 REALTOR® or Buyer, terminate this Contract. **BUYER IS RELYING ON BUYER'S OWN UNDERSTANDING OF**  
 59 **FINANCING TO BE OBTAINED AND PROCESSES REQUIRED BY A LENDER AS WELL AS THE LEGAL AND**  
 60 **TAX CONSEQUENCES THEREOF, IF ANY.**

61 **4. APPRAISAL CONTINGENCY:** Buyer's obligation to close this transaction is contingent upon Real Estate appraising at or above  
 62 final sales price of the Real Estate. Buyer has the right to obtain, at Buyer's expense, an independent appraisal performed by an appraiser  
 63 licensed in Ohio. In the event the Real Estate does not obtain an appraised value (by either Buyer's or Lender's appraiser) equal to or  
 64 greater than the Purchase Price, Buyer shall have the right to terminate this Contract by delivering written notice to Seller on or before the  
 65 expiration of (i) the time-frame set forth in Section 3 above for obtaining an appraisal in connection with a cash sale or (ii) the time-frame  
 66 set forth in Section 3 above for obtaining a loan approval (such applicable time period being referred to as the "Appraisal Contingency  
 67 Period"). If Buyer does not deliver written notice to Seller that Buyer is terminating the Contract prior to the expiration of the Appraisal  
 68 Contingency Period, then Buyer's right to terminate this Contract due to appraised value shall be deemed waived.

69 **5. INCLUSIONS/EXCLUSIONS OF SALE:** The Real Estate shall include the land, together with all improvements thereon,  
 70 all appurtenant rights, privileges, easements, fixtures, and all of, but not limited to, the following items if they are now located on  
 71 the Real Estate and used in connection therewith: electrical; plumbing; heating and air conditioning equipment, including  
 72 window units; bathroom mirrors and fixtures; shades; blinds; awnings; window rods; window/door screens, storm  
 73 windows/doors; shrubbery/landscaping; affixed mirrors/floor covering; wall-to-wall, inlaid and stair carpeting (attached or  
 74 otherwise); fireplace inserts; fireplace screens/glass doors; wood stove; gas logs and starters; television mounting brackets  
 75 (excluding televisions), aerials/rotor operating boxes/satellite dishes (including non-leased components); water softeners; water  
 76 purifiers; central vacuum systems and equipment; garage door openers/operating devices; the following **built-in** appliances:  
 77 ranges/ovens/microwaves/refrigerators/ dishwashers/garbage disposers/trash compactors/humidifiers; all security alarm systems  
 78 and controls; all affixed furniture/fixtures; utility/storage buildings/structures; inground/above ground swimming pools and  
 79 equipment; swing sets/play sets; affixed basketball backboard/pole; propane tank/oil tank and contents thereof; electronic  
 80 underground fencing transmitter and receiver collars; and parking space(s) number(s) \_\_\_\_\_ and storage unit number  
 81 \_\_\_\_\_ (where applicable); **except the following: which are leased in whole or in part** (please check appropriate  
 82 boxes);  water softener;  security/alarm system;  propane tank;  satellite dish;  satellite dish components;

83 \_\_\_\_\_ **THE FOLLOWING ITEMS (WHICH ADD NO ADDITIONAL VALUE TO**  
 84 **THE REAL ESTATE) ARE SPECIFICALLY INCLUDED WITH THE REAL ESTATE:** \_\_\_\_\_

85 \_\_\_\_\_  
 86 **THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED FROM THE REAL ESTATE:** \_\_\_\_\_

87 \_\_\_\_\_  
 88 **6. CERTIFICATION OF OWNERSHIP:** Seller certifies that Seller owns all of the items listed in Section 5 and that they  
 89 will be free and clear of any debt, lien or encumbrances at closing (except as listed in Section 19 of this Contract). Seller also  
 90 represents that those signing this Contract constitute all of the owners of the title to the real property and other items as listed in  
 91 Section 5, together with their respective spouses.

92 **7. SELLER'S CERTIFICATION:** Seller certifies to Buyer that **to the best of Seller's knowledge:** The Real Estate (a)  is  
 93  is not located in a Historic District, (b)  is  is not subject to a homeowner association charter established by  
 94 recorded declaration with mandatory membership, (c)  is  is not subject to a homeowner association assessment,  
 95 (d)  is  is not subject to a maintenance agreement, (e)  is  is not located in a flood plain requiring  
 96 insurance, (f)  is  is not subject to a municipal pre-sale inspection, disclosure, and/or certification of occupancy; if  
 97 the Real Estate is located in a jurisdiction requiring housing inspection before transfer, Seller shall be responsible for  
 98 completing and submitting the necessary application and will furnish to Buyer or Buyer's agent a copy of the resulting  
 99 unconditional certificate on or before the date of Closing, (g) no orders of any public authority are pending, (h) no work has  
 100 been performed or improvement constructed that may result in future assessments, (i) no notices have been received from any  
 101 public agency with respect to condemnation or appropriation, change in zoning, proposed future assessments, correction of  
 102 conditions or other similar matters, and (j) to the best of Seller's knowledge, no toxic, explosive or other hazardous substances  
 103 have been stored, disposed of, concealed within or released on or from the Real Estate and no other adverse environmental  
 104 conditions within the boundaries of the Real Estate affect the Real Estate except \_\_\_\_\_. Seller  
 105 further certifies that, to the best of Seller's knowledge, there are no Homeowner Association violations, encroachments, shared  
 106 driveways, party walls, property tax abatements or homestead exemptions affecting the Real Estate except: \_\_\_\_\_  
 107 \_\_\_\_\_ and that no improvements or services (site or area) have been installed or furnished,  
 108 nor notification received from public authority or owner's association of future improvements of which any part of the costs may  
 109 be assessed against the Real Estate, except: \_\_\_\_\_

110 **8. HOMEOWNER ASSOCIATION/CONDOMINIUM DECLARATIONS, BYLAWS AND ARTICLES:** If the Real  
 111 Estate is subject to a Homeowner Association Declaration or is a Condominium, Seller will, at Seller's expense, provide Buyer  
 112 with a current copy of documents affecting the real estate including, but not limited to, documents recorded with the county, the  
 113 Association Declaration, the Association's financial statements, Rules and Restrictions, schedule of monthly, annual and special  
 114 assessments/fees, architectural standards (to the extent not included in the Rules and Restrictions), the Bylaws and the Articles of  
 115 Incorporation and other pertinent documents ("Documents") within \_\_\_\_\_ calendar days of acceptance of this offer. Buyer  
 116 shall have the right to disapprove of the Documents by delivering written notice of Buyer's disapproval within \_\_\_\_\_  
 117 calendar days of receipt of Documents ("Disapproval Date"). If written notice of disapproval is delivered by the Disapproval  
 118 Date, then this Contract shall become null and void. Unless written notice is delivered by the Disapproval Date, Buyer shall be  
 119 deemed to have approved the Documents and waives the right to terminate the Contract based upon the terms and conditions of  
 120 same. Seller agrees, as a condition to Closing, to secure, at Seller's expense, written approval for this sale if required by the  
 121 Documents. Seller, at Seller's expense, shall provide any letter of assessment required at Closing by the lender and/or title  
 122 company. Seller certifies that the current HOA fees are: \$ \_\_\_\_\_  Monthly  Quarterly  
 123  Annually and/ or  Other \_\_\_\_\_.

124 **9. MAINTENANCE:** Until physical possession is delivered to the Buyer, Seller shall continue to maintain the Real Estate, as  
 125 described in Section 5, including the grounds and improvements thereon. Seller shall repair or replace any appliances and/or  
 126 equipment currently in normal operating condition that fail prior to possession. Seller further agrees that until physical  
 127 possession is delivered to the Buyer, the Real Estate will be in as good condition as it is presently, except for normal wear and  
 128 casualty damage from perils insurable under a standard all risk policy. If, prior to Closing, the Real Estate is damaged or  
 129 destroyed by fire or other casualty, Buyer shall have the option to (a) proceed with the Closing, or (b) terminate this Contract.  
 130 While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial  
 131 alterations or repairs without the written consent of the Buyer. **Buyer and Seller agree that Buyer shall be provided the**  
 132 **opportunity to conduct a walk-through inspection of the Real Estate within 48 hours prior to Closing, solely for the**  
 133 **purpose of ascertaining that the Seller has maintained the Real Estate as required herein and has met all other**  
 134 **contractual obligations.** Upon Closing, Buyer shall become responsible for any risk of loss and for insurance for the Real  
 135 Estate.

136 **10. HOME WARRANTY PROGRAM:** Buyer has been informed that home warranty programs may be available to provide  
 137 potential additional benefits to Buyer. Buyer  selects  does not select a home warranty to be provided by a company to  
 138 be chosen by \_\_\_\_\_ and paid for by \_\_\_\_\_ at an amount not to exceed \_\_\_\_\_.

139 **11. INSURANCE:** Buyer's right to terminate this Contract due to property and flood insurance availability and/or cost must be  
 140 satisfied during the **Real Estate Inspection Contingency Period (as defined in Section 13 below)**. Buyer(s) acknowledges that  
 141 it is Buyer's sole responsibility to make inquiries with regard to insurance, including, but not limited to, real, flood and personal  
 142 property insurance availability and cost. **BUYER(S) IS RELYING ON BUYER'S OWN UNDERSTANDING OF**  
 143 **INSURANCE TO BE OBTAINED.**

144 **12. PROPERTY DISCLOSURE FORM:** Buyer  has  has not received the Ohio Residential Property Disclosure form.

145 **13. BUYER'S INSPECTIONS:** Notwithstanding anything to the contrary, Seller makes no representations or warranties with  
 146 regard to the municipality, zoning, school district, or use of the Real Estate, and Buyer assumes sole responsibility for  
 147 researching the foregoing conditions. Buyer acknowledges that Buyer has conducted investigations of these conditions and the  
 148 use of the Real Estate, and has verified that the Real Estate is suitable for Buyer's intended use. Seller also makes no  
 149 representations with regard to conditions outside of the boundaries of the Real Estate, including but not limited to, crime  
 150 statistics, registration of sex offenders, noise levels (i.e., airports, interstates, environmental), local regulations/development or  
 151 any other issues of relevance to the Buyer, and Buyer assumes sole responsibility for researching such conditions. Buyer  
 152 acknowledges that Buyer has been given the opportunity to conduct research pertaining to any and all of the foregoing prior to  
 153 execution of this Contract. Buyer is relying solely on Buyer's own research, assessment and inquiry with local agencies and is  
 154 not relying, and has not relied, on Seller or any REALTOR® involved in this transaction.

155 **REAL ESTATE INSPECTION CONTINGENCY: For purposes of this clause, time is of the essence.** The Buyer has the  
 156 option to have the Real Estate inspected, at Buyer's expense. Buyer shall have up to \_\_\_\_\_ calendar days  
 157 ("Inspection Period") beginning the day following written Contract acceptance to conduct all inspections related to the Real  
 158 Estate. Inspections regarding the physical material condition, insurability and cost of a casualty insurance policy, boundaries,  
 159 and use of the Real Estate shall be the sole responsibility of the Buyer. **Buyer is relying solely upon Buyer's examination**  
 160 **of the Real Estate, the Seller's certification herein, and inspections herein requested by the Buyer or otherwise**  
 161 **required, if any, for its physical condition and overall character, and not upon any representation by the**  
 162 **REALTORS® involved. During the Inspection Period, Buyer and Buyer's inspectors and contractors shall be**  
 163 **permitted access to the Real Estate at reasonable times and upon reasonable notice. Buyer shall be responsible for any**  
 164 **damage to the real estate caused by Buyer or Buyer's inspectors or contractors, which repairs shall be completed in a**  
 165 **timely and workmanlike manner at Buyer's expense.**

166 a) If Buyer is not satisfied with the condition of the Real Estate as revealed by the inspection(s) and desires corrections to  
 167 material defect(s), Buyer shall provide written notification of any material defect(s) and the portion(s) of the inspection  
 168 report which describe the basis for the Buyer's dissatisfaction to the Listing Firm or Seller with a request for corrections  
 169 desired within the Inspection Period. Buyer and Seller shall have \_\_\_\_\_ calendar days beginning the day  
 170 following the date of delivery of the Post-Inspection Agreement or other written notice requesting corrections ("Settlement  
 171 Period") to negotiate to reach a written agreement in settlement of the condition of the Real Estate. Delivery of the Post-  
 172 Inspection Agreement or other written notice requesting corrections to material defects will designate the end of the  
 173 Inspection Period.

174 If written settlement of the condition of the Real Estate is not reached within the Settlement Period, Buyer shall have the  
 175 option to withdraw the written request for corrections within the Settlement Period and accept the Real Estate in "as is"  
 176 condition. If written settlement is not reached, with signed copies of settlement agreement physically delivered to the  
 177 parties or their respective agents within the Settlement Period, and Buyer has not withdrawn the request for corrections in  
 178 writing, this Contract shall be terminated. Buyer shall have the right to terminate the Contract, prior to reaching written  
 179 agreement with signed copies physically delivered to the parties or their respective agents, during the Settlement Period.  
 180 Buyer agrees that minor repairs and routine maintenance items are not to be considered material defects with regard to this  
 181 contingency.

182 **OR**

183 b) If Buyer is not satisfied with the condition of the Real Estate, as revealed by the inspection(s) and desires to terminate this  
 184 Contract, Buyer shall provide written notification to Listing Firm or Seller that Buyer is exercising Buyer's right to  
 185 terminate this Contract within the Inspection Period, and this Contract shall be terminated.

186 If Buyer is satisfied with the results of the inspection(s), Buyer shall deliver written notification to Listing Firm or Seller within  
 187 the Inspection Period stating Buyer's satisfaction and waiver of the contingency. **IF BUYER DOES NOT DELIVER SUCH**  
 188 **NOTIFICATION OF SATISFACTION AND WAIVER OF THIS CONTINGENCY OR WRITTEN NOTIFICATION AS**  
 189 **IDENTIFIED IN (a) OR (b) ABOVE, WITHIN THE INSPECTION PERIOD, THEN BUYER SHALL BE DEEMED TO**  
 190 **BE SATISFIED WITH ALL INSPECTIONS AND THE CONTINGENCY SHALL BE CONSIDERED WAIVED. IF**  
 191 **BUYER DOES NOT COMPLETE REAL ESTATE INSPECTION(S) DURING THE INSPECTION PERIOD, BUYER'S**  
 192 **RIGHT TO INSPECT SHALL BE DEEMED WAIVED.**

193 A.  **BUYER ELECTS TO CONDUCT INSPECTION(S) OF THE REAL ESTATE** to determine the material  
 194 physical condition of the house, land, improvements, fixtures, equipment, any additional structures, and any hazardous  
 195 conditions on the Real Estate. *(The inspection(s) may include, but are not limited to, the following inspections which may*  
 196 *or may not be performed by the same or different inspectors on the same or different dates.)*

- |                  |           |         |                          |              |                            |
|------------------|-----------|---------|--------------------------|--------------|----------------------------|
| Air Conditioning | Heating   | Roofing | Water Quality / Quantity | Structural   | Well / Septic System       |
| Plumbing         | Fireplace | Mold    | Electrical               | Asbestos     | Radon                      |
|                  |           |         |                          | Infestations | Any other desired by Buyer |

199 B.  **BUYER WAIVES THE REAL ESTATE INSPECTIONS** in A above with the following exception(s):  
 200 \_\_\_\_\_  
 201 Buyer acknowledges that Buyer has been advised by REALTOR® to conduct inspections of the Real Estate and has been  
 202 provided the opportunity to make this Contract contingent upon the results of such inspections.

203 C.  **BUYER SELECTS A TERMITE AND WOOD-BORING INSECT INSPECTION** (required by some  
 204 lenders/types of financing).

205  **BUYER WAIVES A TERMITE AND WOOD-BORING INSECT INSPECTION.**

206 D. **LEAD-BASED PAINT INSPECTION:** Buyer  has  has not received the Seller's disclosure of any lead-  
 207 based paint or lead-based paint hazards known to Seller on the Real Estate. Buyer  has  has not received the  
 208 pamphlet "Protect Your Family From Lead in Your Home".

209  **BUYER SELECTS THE LEAD-BASED PAINT INSPECTION** pursuant to the attached Lead-Based Paint  
 210 Inspection Addendum, which provides rights and responsibilities that supersede those of the general inspection  
 211 contingency of this Contract.

212  **BUYER WAIVES THE LEAD-BASED PAINT INSPECTION.**

213  **NOT APPLICABLE.**

214 **SELLER(S) AND REALTORS® SHALL NOT BE RESPONSIBLE FOR ANY UNKNOWN AND/OR DISCLOSED**  
 215 **DEFECTS IN THE REAL ESTATE. BUYER ACKNOWLEDGES THAT BUYER HAS BEEN ADVISED BY**  
 216 **REALTOR® TO CONDUCT INSPECTIONS OF THE REAL ESTATE THAT ARE OF CONCERN TO BUYER AND**  
 217 **HAS BEEN PROVIDED THE OPPORTUNITY TO MAKE THIS CONTRACT CONTINGENT UPON THE RESULTS**  
 218 **OF SUCH INSPECTION(S).**

219 **14. PROPERTY SURVEY:** Buyer(s) acknowledges that surveys obtained by the lender are not for the benefit of the Buyer. If  
 220 Buyer elects to have the property surveyed for his benefit, it shall be at Buyer's expense.

Buyer's Initials \_\_\_\_\_ Date / Time \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Date / Time \_\_\_\_\_

221 **15. OTHER CONTINGENCIES/AGREEMENTS:**  See attached Addenda which are signed by all parties and incorporated  
 222 into this Contract: \_\_\_\_\_  
 223 \_\_\_\_\_  
 224 \_\_\_\_\_  
 225 \_\_\_\_\_  
 226 \_\_\_\_\_  
 227 \_\_\_\_\_

228 **16. TITLE INSURANCE:** Title insurance is designed to protect the policyholder of such title insurance for covered losses  
 229 caused by defects in title (ownership) to the Real Estate that are in existence on the date and time the policy of title insurance is  
 230 issued. Title insurance is different from casualty or liability insurance. **Buyer is encouraged to inquire about the benefits of  
 231 owner's title insurance from a title insurance agency or provider. An Owner's Policy of Title Insurance, while not  
 232 required, is recommended. A Lender's Policy of Title Insurance, if required by the mortgage lender, does not provide  
 233 protection to the Buyer. Buyer acknowledges that it is Buyer's sole responsibility to make inquiries with regard to  
 234 owner's title insurance prior to Closing.**

235  Buyer selects an Owner's Policy of Title Insurance. If checked, Seller shall pay an amount not to exceed \$300 towards  
 236 the purchase of an Owner's Policy of Title Insurance and Buyer shall be responsible for payment of the balance of the  
 237 Owner's Policy of Title Insurance premium. Seller's contribution is payable only if Buyer has selected to obtain the  
 238 Owner's Policy of Title Insurance at Closing, so that Seller's contribution may be deducted from the proceeds paid to  
 239 Seller at Closing. This amount shall be in addition to Seller-paid settlement charges stated in Section 3, if any. *Note: Buyer  
 240 has the option to purchase an Owner's Policy of Title Insurance without Seller contribution, outside the terms of this  
 241 Contract, if not selected at this time.*

242 **17. TAXES AND ASSESSMENTS:** At Closing, Seller shall pay or credit on the purchase price (a) all real estate taxes and  
 243 assessments, including penalties and interest, which became due and payable prior to the Closing, (b) a pro rata share, calculated  
 244 as of the closing date in the manner set forth below, of the taxes and assessments becoming due and payable after the closing,  
 245 and (c) the amount of any agricultural tax savings accrued as of the Closing date which would be subject to recoupment if the  
 246 Real Estate were converted to a non-agricultural use (whether or not such conversion actually occurs), unless Buyer has  
 247 indicated that Buyer is acquiring the Real Estate for agricultural purposes.  If checked, Buyer hereby states that Buyer will  
 248 use Real Estate for agricultural purposes and expressly waives Sellers payment to Buyer of the estimated agricultural tax savings  
 249 subject to CAUV recoupment.

250 **TAX PRORATIONS:** All prorations shall be based upon the most recent available tax rates, assessments and valuations. It is  
 251 the intent of the Seller and Buyer that each shall pay the real estate expenses as follows:

252 Seller's share is based upon the taxes and assessments which are a lien for the year of the Closing. Long Proration Method - Seller pays  
 253 entire taxes due which cover the tax period(s) up to the date of Closing. If new construction, Long Proration method shall apply.

254  Short Proration Method: **ONLY CHECK THIS BOX IF THE SHORT PRORATION METHOD IS TO BE USED -**  
 255 Seller's share shall be calculated as of the date of Closing, based upon the amount of the annual taxes (as determined by the  
 256 most recently assessed tax amounts) to establish a daily rate of taxes and then multiplying the daily rate by the number of  
 257 days from the first day of the current, semi-annual tax period to the date of Closing. If checked, the Short Proration Method  
 258 shall be applicable and shall supersede the provision to use the Long Proration Method.

259 **ASSESSMENTS:** Any special assessments are payable in a single annual installment and shall be prorated on the long proration method.  
 260 Seller and Buyer acknowledge that actual bills received by Buyer after Closing for real estate taxes and assessments may differ  
 261 from the amounts prorated at Closing; however, all Closing prorations shall be final, except for the following: (i.e., tax abated  
 262 property, new construction, etc.) \_\_\_\_\_ Buyer shall assume  
 263 responsibility for above items upon Closing. The Real Estate may contain a newly-constructed residence which at the time of  
 264 Closing does not yet appear on the most recent official tax duplicate available, so that the tax bill prorated at the Closing shows  
 265 taxes for only the vacant or partially improved land. Seller agrees that Seller is responsible for the amount of all real estate taxes  
 266 assessed for the land and the residence through the date of Closing, regardless of when assessed, and if one or more tax bills are  
 267 issued after the Closing which show taxes which were not prorated by Seller and Buyer at the Closing, Seller shall immediately  
 268 pay the additional appropriate prorated amount to Buyer upon delivery by Buyer of the new tax bill(s). This provision shall  
 269 survive the Closing and delivery of the deed, and the REALTOR® shall not be responsible for enforcement of this provision.  
 270 Buyer shall be solely responsible for inquiring about and determining any tax credits or abatements available to the Real Estate.

271 **18. OTHER PRORATIONS:** It is the intent of the Seller and Buyer that each shall pay the real estate expenses listed in (a) and  
 272 (b) below due for the period of time that each owns the Real Estate. There shall be prorated between Seller and Buyer as of  
 273 Closing: (a) homeowner/condominium association assessments and other charges imposed by the association under the terms of  
 274 the Association/Condominium Documents, if applicable, as shown on the most recent official Association statement available as  
 275 of the date of Closing, and/or, (b) rents and operating expenses if the Real Estate is rented to tenants. Security and/or damage  
 276 deposits held by Seller shall be transferred to Buyer at Closing without proration. Seller and Buyer acknowledge that prorations  
 277 are based on the information provided at closing and that actual amounts charged and/or collected for prorated items may differ;  
 278 however all Closing prorations shall be final.

Buyer's Initials \_\_\_\_\_ Date / Time \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Date / Time \_\_\_\_\_

279 **19. CONVEYANCE AND CLOSING:** Closing services will be provided by title company designated by Buyer:  
 280 \_\_\_\_\_ (name of title company, if known).  
 281 Both Buyer and Seller agree to execute all documents required by the closing/escrow agent. At Closing, Seller shall be  
 282 responsible for transfer taxes, Condominium or HOA transfer fees, conveyance fees, deed preparation, settlement fees  
 283 chargeable to Seller, the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Real  
 284 Estate as required by this Contract; and shall convey marketable title (as determined with reference to the Ohio State Bar  
 285 Association Standards of Title Examination) to the Real Estate by recordable and transferable deed of general warranty or  
 286 fiduciary deed, if applicable, in fee simple absolute, with release of dower, on \_\_\_\_\_,  
 287 or earlier as mutually agreed by the parties to be the date of Closing. Title shall be free, clear and unencumbered as of Closing,  
 288 with the exception of the following, if applicable: (1) covenants, conditions, restrictions and easements of record, (2) legal  
 289 highways, (3) any mortgage expressly assumed by Buyer and agreed to by Seller's current lender in writing, (4) all installments  
 290 of taxes and assessments becoming due and payable after Closing, (5) zoning and other laws, (6) homeowner/condominium  
 291 association fees becoming due and payable after Closing, and (7) the following assessments (certified or otherwise):  
 292 \_\_\_\_\_ . Seller shall have the right at Closing to pay out of the Purchase Price any  
 293 and all encumbrances or liens. Make deed to: \_\_\_\_\_ .

294 **20. POSSESSION AND OCCUPANCY:** Subject to rights of tenants, possession/occupancy shall be given  at Closing  
 295  on or before \_\_\_\_\_ o'clock  (A.M.)  (P.M.)  (Noon) EASTERN/DAYLIGHT STANDARD TIME on  
 296 \_\_\_\_\_ , or such earlier date that the Seller so notifies the Buyer. Until such time, Seller shall  
 297 have the right of possession/occupancy free of rent, unless otherwise specified, but shall pay for all utilities used. Seller shall order final  
 298 meter readings to be made as of the occupancy date for all utilities serving the Real Estate and Seller shall pay for all final bills rendered  
 299 from such meter readings. Seller acknowledges and agrees that prior to Buyer taking possession of the Real Estate, Seller shall remove  
 300 all personal possessions not included in this Contract and shall remove all debris. **Time is of the essence. If Seller fails to vacate as**  
 301 **agreed, Seller shall be responsible for all additional expenses, including attorney's fees, incurred by Buyer to take possession as**  
 302 **a result of Seller's failure to vacate.**

303 **21. AGENCY DISCLOSURES:** Buyer and Seller acknowledge having reviewed the attached state-mandated agency disclosure  
 304 statement(s).

305 **22. AFFILIATED BUSINESS ARRANGEMENT DISCLOSURES:** An Affiliated Business Arrangement Disclosure  has  
 306  has not been executed in conjunction with this contract.

307 **23. COMPANY SPECIFIC PROVISIONS:** \_\_\_\_\_  
 308 \_\_\_\_\_  
 309 \_\_\_\_\_  
 310 \_\_\_\_\_  
 311 \_\_\_\_\_

312 **24. M.L.S. AND PUBLIC RECORD ACKNOWLEDGEMENT:** Seller and Buyer acknowledge that REALTOR® shall disclose  
 313 this sales information to any Multiple Listing Service to which REALTOR® is a member and that disclosure by M.L.S. to other M.L.S.  
 314 participants, affiliates, governmental agencies or other sources authorized to receive M.L.S. information shall be made. Seller and  
 315 Buyer acknowledge that sales information is public record and may be accessed and used by entities, both public and private, without  
 316 the consent of the parties. Seller and Buyer authorize REALTOR® to disclose financing and other concession data upon inquiry and to  
 317 the M.L.S. sold database, as applicable, to the extent necessary to adjust price to accurately reflect market value.

318 **25. SOLE CONTRACT:** The parties agree that this Contract constitutes their entire agreement and no oral or implied  
 319 agreement exists. **Any amendments and/or extensions to this Contract shall be in writing, signed by all parties and copies**  
 320 **shall be included with all copies of the original Contract.** This Contract shall be binding upon the parties, their heirs,  
 321 administrators, executors, successors and assigns. Faxes and Internet transmissions are an acceptable method of communication  
 322 for physical delivery of the Contract in this transaction and shall be binding upon the parties.

323 **26. ELECTRONIC SIGNATURES:** Manual or electronic signatures on contract documents, transmitted in original, facsimile  
 324 or electronic format shall be valid for purposes of this Contract and any amendments, addendums or notices to be delivered in  
 325 connection with this Contract. Only original, manually signed documents shall be valid for deeds or other documents to be  
 326 recorded at or after Closing or as may be required by Buyer's lender and/or the title insurance company and/or escrow agent.

327 **27. INDEMNITY:** Seller and Buyer recognize that the REALTORS® involved in the sale are relying on all information  
 328 provided herein or supplied by Seller or Seller's sources and Buyer and Buyer's sources in connection with the Real Estate, and  
 329 agree to indemnify and hold harmless the REALTORS®, their agents and employees from any claims, demands, damages,  
 330 lawsuits, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any referrals, misrepresentation or  
 331 concealment of facts by Seller or Seller's sources and/or Buyer and Buyer's sources.

332 **28. ACKNOWLEDGMENT:** Buyer and Seller acknowledge that any questions regarding legal liability with regard to any provision  
 333 in this Contract, accompanying disclosure forms and addendums or with regard to Buyer's/Seller's obligations as set forth in this  
 334 Contract must be directed to Buyer's/Seller's attorney. In the event the Broker provides to Buyer or Seller names of companies or  
 335 sources for such advice and assistance, the parties additionally acknowledge and agree that the Broker does not warrant, guarantee, or  
 336 endorse the services and/or products of such companies or sources.

Buyer's Initials \_\_\_\_\_ Date / Time \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Date / Time \_\_\_\_\_

337 **29. EXPIRATION AND APPROVAL:** This offer is void if not accepted in writing and physically delivered to Buyer or  
 338 Buyer's agent on or before \_\_\_\_\_ o'clock  (A.M.)  (P.M.)  (Noon) EASTERN/DAYLIGHT  
 339 STANDARD TIME \_\_\_\_\_. The Buyer has read, fully understands and approves the foregoing  
 340 offer and acknowledges receipt of a signed copy. Buyer certifies that the signatory(ies) below has/have full authority to enter  
 341 into this agreement and that no additional signatories, spouse or otherwise, are necessary in order to purchase the property.

_____	_____	_____
Print Buyer's Name	Buyer's Signature	Date/Time
_____	_____	_____
Print Buyer's Name	Buyer's Signature	Date/Time
Buyer's Address _____		

342 **30. ACTION BY SELLER:** The undersigned Seller has read and fully understands the foregoing offer. Seller certifies that the  
 343 signatory(ies) below has/have full authority to enter into this Contract and that no additional signatories, spouse or otherwise, are  
 344 necessary in order to convey the Real Estate. Seller hereby:  accepts said offer and agrees to convey the Real Estate according  
 345 to the above terms and conditions,  rejects said offer, or  counteroffers according to the above modifications initialed and  
 346 dated by Seller, which counteroffer shall become null and void if not accepted in writing and physically delivered to Seller or  
 347 Seller's agent on or before \_\_\_\_\_ o'clock  (A.M.)  (P.M.)  (Noon) EASTERN/DAYLIGHT STANDARD TIME  
 348 \_\_\_\_\_.

_____	_____	_____
Print Seller's Name	Seller's Signature	Date/Time
_____	_____	_____
Print Seller's Name	Seller's Signature	Date/Time

[ALL OWNERS AND SPOUSES OF OWNERS MUST SIGN.]

**REALTORS® TO COMPLETE THE SECTION BELOW WHICH IS NOT A PART OF THE PURCHASE CONTRACT**

SELLING REALTOR® Firm: (Principal) Broker Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Broker State License Number \_\_\_\_\_ Broker MLS Number \_\_\_\_\_  
 Contact (Agent) Name \_\_\_\_\_  
 Contact (Agent) State License Number \_\_\_\_\_ Agent MLS Number \_\_\_\_\_  
 Contact (Agent) Email and Phone \_\_\_\_\_

LISTING REALTOR® Firm: (Principal) Broker Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Broker State License Number \_\_\_\_\_ Broker MLS Number \_\_\_\_\_  
 Contact (Agent) Name \_\_\_\_\_  
 Contact (Agent) State License Number \_\_\_\_\_ Agent MLS Number \_\_\_\_\_  
 Contact (Agent) Email and Phone \_\_\_\_\_

**1. RECEIPT OF EARNEST MONEY**

I hereby certify receipt of Earnest Money in the amount of \$ \_\_\_\_\_ and further certify  
 that the funds have been submitted for deposit with \_\_\_\_\_ on \_\_\_\_\_ (date)  
 in accordance with terms herein provided.

_____	_____	_____
Print REALTORS's Name/Firm	REALTOR's Signature	Date/Time

**3. DELIVERY OF FINAL CONTRACT TO** \_\_\_\_\_ **ON** \_\_\_\_\_  
 (Agent's Name) (Date/Time)

**All applicable timelines run from this date.**