



REAL ESTATE PURCHASE CONTRACT
Form Approved by Springfield Board of REALTORS®
(ONLY TO BE USED By a REALTOR® MEMBER)



1 \_\_\_\_\_ Date: \_\_\_\_\_
(Selling REALTOR® Firm)

2 A. DESCRIPTION. The undersigned Purchaser agrees to purchase through \_\_\_\_\_,
3 \_\_\_\_\_ (Listing REALTOR® Firm)
4 with the terms and conditions set forth below, the real property (the "Property") located in the City or Township
5 of \_\_\_\_\_ County of \_\_\_\_\_ State of Ohio, described as,
6 \_\_\_\_\_
(Address include St., Rd., Ave., Ln., Ct., Cir., City, State & Zip Code)

7 \_\_\_\_\_
Permanent Parcel Number(s)

8 The Property shall include the land, all appurtenant rights, privileges and easements. The Property passing under this
9 Contract shall include the following in their present physical condition; all buildings, improvements, and fixtures
10 including, but not limited to, the following as are now on the Property: landscaping, electrical, heating, air
11 conditioning, plumbing/bathroom fixtures, built-in appliances, window/door shades, blinds, curtain rods, attached
12 fireplace equipment, awnings/screens, storm windows/doors, garage door opener/controls(s), water softener, propane
13 tank [leased equipment excluded]. Any personal property items listed above or below owned by Seller will be free
14 and clear of liens and security interests at closing. Other Personal Property to remain with the Property:

15 \_\_\_\_\_
16 \_\_\_\_\_
17 \_\_\_\_\_

18 B. PRICE. Purchaser(s) agrees to pay for the Property (\$ \_\_\_\_\_) payable as follows:

19 [ ] FINANCING: Purchaser's obligation to close this transaction is contingent upon the Purchaser's ability to obtain
20 [ ] Conventional [ ] VA [ ] FHA [ ] Rural Development [ ] Other \_\_\_\_\_ financing at prevailing rates and terms
21 with down payment of \_\_\_\_\_% or \$ \_\_\_\_\_. [ ] TRID ADDENDUM

22 [ ] CASH: Purchaser shall provide, to Seller's satisfaction, written verification of funds within \_\_\_\_\_ days of
23 acceptance of this offer. If Purchaser fails to provide written verification, then Seller may, by written notice to
24 selling REALTOR® or Purchaser, terminate this contract.

25 [ ] Pre-Approval: Purchaser shall provide, to Seller's satisfaction, written verification of pre-approval within
26 \_\_\_\_\_ days of acceptance of this offer. If Purchaser fails to provide written verification, then Seller may, by
27 written notice to selling REALTOR® or Purchaser, terminate this contract.

28 [ ] SETTLEMENT CHARGES. In addition to costs incurred in order for the Seller to fulfill the terms of the
29 Contract and to provide marketable title, Seller agrees to pay actual settlement charges on behalf of the Purchaser,
30 including but not limited to, discount points, closing costs, pre-pays and any other fees allowed by Purchaser's
31 lender in an amount not to exceed \$ \_\_\_\_\_ or \_\_\_\_\_%.

32 [ ] SELLER FINANCING: SEE ATTACHED ADDENDUM

Purchaser(s) Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_
Address \_\_\_\_\_

33 **C. CONTINGENCY: (NOT APPLICABLE IF BLANKS ARE NOT FILLED IN)** This contract is made  
34 expressly contingent upon the sale of Purchaser's property located at \_\_\_\_\_.  
35 Purchaser acknowledges that the property subject to this contract may remain for sale by Seller while this  
36 contingency is in effect. If Seller receives a competing offer to purchase the property while this contingency is  
37 in effect that is not contingent on the sale of the offeree's property (the "Competing Offer"), and Seller desires  
38 to accept the Competing Offer, Seller's agent shall notify Purchaser's agent in writing of the Competing Offer  
39 and Seller's intent to accept the Competing Offer. Purchaser shall have \_\_\_\_\_ **HOURS FROM RECIEPT OF**  
40 **SELLER'S WRITTEN NOTICE** to remove this contingency or release this contract. If this contingency is  
41 removed by Purchaser, then Purchaser shall proceed to closing in accordance with the remaining terms of this  
42 contract and shall close by the earlier of: (1) the closing date stated herein or (2) within 30 days of the removal  
43 of this contingency. In the event that Purchaser fails to remove this contingency in accordance with the terms of  
44 this paragraph, any and all deposits and documents held by either party pursuant to this contract shall be  
45 promptly returned to the other party and this contract shall become void and of no force and effect.

46 **D. CLOSING:** The closing for delivery of the deed and payment of the balance of the purchase price shall be held  
47 on or before \_\_\_\_\_, at a time and location mutually agreed upon by Seller and  
48 Purchaser. In the event of a failure of both parties to agree, the closing shall be held on the last business day  
49 designated in this paragraph and the Buyer's Broker shall have the right to designate the hour and location of  
50 closing. **Buyers reserve the right to walk through 48 hours before closing.**

51 **E. POSSESSION:** Possession shall be given subject to tenant's rights  \_\_\_\_\_ calendar days,  at closing, after  
52 delivery of deed, at  \_\_\_\_\_ AM  \_\_\_\_\_ PM. Possession shall be given as of said date or such earlier date at  
53 which Purchaser receives actual notice from Seller of Seller's vacating the Property. Seller shall be responsible to  
54 Purchaser for damages caused by Seller's failure to deliver possession on the stated date.

55 **F. HOME WARRANTY DISCLOSURE.** Purchaser has been informed that home warranty programs may be  
56 available to provide potential additional benefits to Purchaser. Purchaser  **selects**  **does not select** a home  
57 warranty to be provided by a company to be chosen by  **Purchaser**  **Seller** and paid for by  **Purchaser**  **Seller**  
58 at an amount not to exceed \$ \_\_\_\_\_. If a homeowner's warranty is being provided under the  
59 terms of this Contract, the Parties acknowledge that a fee may be paid by the warranty company to one of the  
60 Brokers involved in this transaction. The amount of this fee will be disclosed to Seller and Purchaser upon request  
61 after the warranty company has been specified.

62 **G. EARNEST MONEY CONTINGENCY:** This contract is contingent upon Purchaser providing earnest money  
63 in the amount of \$ \_\_\_\_\_ ("Earnest Money") Earnest Money shall be submitted for deposit with  
64 \_\_\_\_\_\*, and written acknowledgement of Earnest Money deposit shall be provided to the Listing  
65 REALTOR® or Seller within \_\_\_ calendar days (this shall be 3 calendar days if not specified) beginning the day  
66 following the Contract Acceptance Date, as hereinafter defined ("Contract"), in a trust account pending the final  
67 settlement and conveyance of the purchase and sale of the Real Estate contemplated in this Contract ("Closing"). If  
68 written acknowledgement of Earnest Money is not provided within the stated period, then Seller, at any time after  
69 the stated period, but prior to receiving the written acknowledgement of deposit, and by Seller's sole option, may, by  
70 written notice to selling REALTOR® or Purchaser, terminate this Contract. If this Contract terminates for any  
71 reason, the Earnest Money will NOT be automatically disbursed to any party. **\*(i) In the event the parties**  
72 **designate an Ohio-licensed real estate broker to hold the EARNST Money:** Any disbursement of Earnest  
73 Money shall be in compliance with Ohio R.C.4735.24, which includes the following stipulations: The Earnest  
74 Money shall be disbursed as follows: (i) if the transaction is closed, the Earnest Money shall be applied to Purchase  
75 Price (may be retained by brokerage and credited toward brokerage commission owed) or as directed by Purchaser or  
76 (ii) If either party fails or refuses to perform, or if any contingency is not satisfied or waived, the Earnest Money  
77 shall be (a) disbursed in accordance with a release of earnest money ("Release") signed by all parties to the Contract

**Purchaser(s) Initials** \_\_\_\_\_ / \_\_\_\_\_ **Date** \_\_\_\_\_ **Seller(s) Initials** \_\_\_\_\_ / \_\_\_\_\_ **Date** \_\_\_\_\_  
**Address** \_\_\_\_\_

78 or (b) in the event of a dispute between the Seller and Purchaser regarding the disbursement of the Earnest Money,  
79 the broker is required by law to maintain such funds in his/her trust account until the broker receives (a) written  
80 instructions signed by the parties specifying how the Earnest Money is to be disbursed or (b) a final court order that  
81 specifies to who the Earnest Money is to be awarded. If the Real Estate is located in Ohio, and if within two years  
82 from the date the Earnest Money was deposited in the broker's trust account, the parties have not provided the broker  
83 with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the broker  
84 shall return the Earnest Money to the Buyer with no further notice to the Seller.

85 **\*(ii) In the event that the parties do not designate an Ohio-licensed real estate broker, and designate another**  
86 **third-party or the herein listed title company to hold the Earnest Money, the terms and conditions of this**  
87 **escrow hold shall be governed by separate, third-party escrow terms.  Separate escrow terms are attached.**  
88 Both Purchaser and Seller acknowledge and agree that, in the event of a dispute between Purchaser and Seller as to  
89 the entitlement of Earnest Money, the REALTORS® will not make a determination as to which party is entitled to  
90 the Earnest Money. Purchaser and Seller acknowledge that loss of Earnest Money may not be a party's sole remedy  
91 for failure to perform on the Contract.

92 **H. INSPECTION PERIOD**

93  **NO INSPECTION** Purchaser(s) Initials \_\_\_\_\_/\_\_\_\_\_

94 **1.** Purchaser shall have the right for a period of \_\_\_\_\_ calendar days after the date of  Seller's acceptance  
95  Purchaser's removal of contingency (the "Inspection Period") to obtain inspections by an Ohio licensed home  
96 inspector of the Property at Purchaser 's expense in each of the following areas:

97 **NOTE: Whole house may include any of the below items whether marked or not or recommend by the whole**  
98 **house inspector.**

- |   |  |  |  |
|---|--|--|--|
| 99 <input type="checkbox"/> Structural        | <input type="checkbox"/> Septic System | <input type="checkbox"/> Heating & Furnace | <input type="checkbox"/> Fireplace       |
| 100 <input type="checkbox"/> Basement         | <input type="checkbox"/> Sewer Line    | <input type="checkbox"/> Air Conditioning  | <input type="checkbox"/> Chimney         |
| 101 <input type="checkbox"/> Crawl Space      | <input type="checkbox"/> Electrical    | <input type="checkbox"/> Appliances        | <input type="checkbox"/> Roof            |
| 102 <input type="checkbox"/> Well Quality     | <input type="checkbox"/> Plumbing      | <input type="checkbox"/> Mold              | <input type="checkbox"/> Whole House     |
| 103 <input type="checkbox"/> Well Quantity    | <input type="checkbox"/> Gas Line      | <input type="checkbox"/> Radon             | <input type="checkbox"/> Other (Specify) |
| 104 <input type="checkbox"/> Lead-Based Paint |  | <input type="checkbox"/> Termite or Wood   | _____                                    |
| &/or Lead-Based Paint Hazards                 |  | Boring Insects                             | _____                                    |

105 \_\_\_\_\_

106 \_\_\_\_\_

107 Inspections shall be made by qualified contractors and inspectors (duly licensed and certified where applicable)  
108 selected by Purchaser. During the inspection period, Purchaser and Purchaser's inspectors and contractors shall be  
109 permitted access to the property at reasonable times. Purchaser shall be responsible for any damage to the Property  
110 caused by Purchaser or Purchaser's inspectors or contractors. If the inspections disclose any defects in the Property,  
111 Purchaser shall notify Seller in writing of the defects prior to the expiration of the Inspection Period. For purposes  
112 of this addendum, **"defects" do not include minor, routine maintenance and repair items not affecting**  
113 **habitability or matters disclosed to Purchaser in writing by Seller before presentation of this offer and**  
114 **Seller shall have no obligation to repair any such items unless specifically agreed to in writing.** FAILURE  
115 TO NOTIFY SELLER OF ANY DEFECTS PRIOR TO THE EXPIRATION OF THE INSPECTION  
116 PERIOD SHALL CONSTITUTE A WAIVER OF SUCH DEFECTS AND PURCHASER SHALL TAKE  
117 THE PROPERTY "AS IS" WITH RESPECT TO SUCH DEFECTS. Inspections required by lending  
118 institutions or local municipalities do not necessarily eliminate the need for other inspections.

Purchaser(s) Initials \_\_\_\_\_/\_\_\_\_\_

Purchaser(s) Initials \_\_\_\_\_/\_\_\_\_\_ Date \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_/\_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_

119 2. Buyer acknowledges that Buyer has been provided the opportunity to make contract to purchase contingent upon  
120 the results of such inspections. If buyer chooses not to have inspections performed, buyer acknowledges that  
121 buyer is doing so against the advice of the \_\_\_\_\_ (brokerage) and its agents and agree to hold the  
122 brokerage and its agents harmless for any claims, damages, and cost related to the condition of the property,  
123 including all components and equipment.

124 **3. REPAIR PERIOD.** In the event Purchaser's inspections disclose any defects in the Property which are timely  
125 reported to Seller, Seller shall have the right for a period of 10 days after expiration of the Inspection Period to  
126 either (a) repair the defect in a good and workmanlike manner using a qualified person(s) reasonably acceptable to  
127 Purchaser or (b) provide other assurances reasonably acceptable to Purchaser, by means of an escrow of funds at  
128 closing for the repairs or otherwise, that the defects will be repaired with due diligence and in a good and  
129 workmanlike manner. **DELIVERY OF POST INSPECTION ADDENDUM SHALL DESIGNATE THE END**  
130 **OF THE INSPECTION PERIOD.**

131 **4. LEAD-BASED PAINT CONTINGENCY LANGUAGE.** If the item "Lead-Based Paint and/or Lead-Based  
132 Paint Hazards" is checked in Section 1 above, the Inspection Period represents the agreed upon period for  
133 Purchaser to conduct an assessment or inspection of the Property to determine the presence of Lead-Based paint  
134 and/or Lead-Based paint hazards. Except as provided in this Inspection Addendum, Purchaser waives any right or  
135 opportunity to conduct an assessment or inspection for these purposes. **Intact Lead-Based paint that is in good**  
136 **condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home"**  
137 **for more information.**

138 **5. RIGHT TO CANCEL.** If Seller is unwilling or unable to repair any defect or to provide the assurances  
139 described above in Section 2, **REPAIR PERIOD**, Purchaser shall have the right, at Purchaser's sole option, to  
140 cancel this Contract, in which event the earnest money shall be returned to Purchaser in accordance with the  
141 procedure set forth in Paragraph H on page two of the Real Estate Purchase Contract and the parties shall be  
142 released from all further obligations under this Contract. This right of cancellation shall be exercised, if at all, by  
143 giving written notice to Seller within 5 days after the earlier of (a) receipt of a written notice from Seller stating  
144 that Seller is unwilling to make the repairs or provide the assurances described above or (b) expiration of the  
145 Repair Period. **FAILURE BY PURCHASER TO CANCEL THIS CONTRACT WITHIN SUCH 5-DAY**  
146 **PERIOD SHALL CONSTITUTE A WAIVER BY PURCHASER FOR ANY UNCURED DEFECTS AND**  
147 **PURCHASER SHALL TAKE THE PROPERTY "AS IS" WITH RESPECT TO SUCH DEFECTS.**

148 **6. RELEASE.** Seller and Purchaser release the Broker(s) from any and all liability arising from (a) any action by  
149 the Broker(s) in obtaining or recommending an inspector or contractor, (b) the contents of any inspection report  
150 or the work of any contractor, (c) any advice concerning the necessity of any inspections, (d) any defect or  
151 deficiency in the Property and the failure to deliver any notice within the time periods provided herein unless  
152 specifically requested to do so. This waiver shall survive the closing.

**OTHER ADDENDA**

153 \_\_\_\_\_  
154 \_\_\_\_\_  
155 \_\_\_\_\_  
156 \_\_\_\_\_

**Purchaser(s) Initials** \_\_\_\_\_ / \_\_\_\_\_ **Date** \_\_\_\_\_ **Seller(s) Initials** \_\_\_\_\_ / \_\_\_\_\_ **Date** \_\_\_\_\_  
**Address** \_\_\_\_\_

157 **I. OTHER ADDENDA AND CONDITIONS.**

158 The following Addenda and attachments shall be considered an integral part of this Contract:  No Inspections  
159 Required  Lead-Based Paint Form  Property Disclosure Form  Addendum/Amendment to Purchase  Agency  
160 Form  Proof of Funds/Pre-Approval Letter  Team Disclosure  
161  Affiliated Business Disclosure  RPD Exemption  Other (Describe)

162 \_\_\_\_\_  
163 **Purchaser(s) Initials** \_\_\_\_\_ / \_\_\_\_\_  
164 \_\_\_\_\_

165 \_\_\_\_\_

166 **Purchaser(s) selects Title Co.:** \_\_\_\_\_

167 **J. HOMEOWNER ASSOCIATION/CONDOMINIUM DECLARATIONS, BYLAWS AND ARTICLES.** If

168 the Real Estate is subject to a Homeowner Association Declaration or is a Condominium, Seller will, at Seller's  
169 expense, provide Purchaser with a current copy of documents affecting the real estate including the Bylaws and the  
170 Articles of Incorporation and other pertinent documents within \_\_\_\_\_ days of acceptance of this offer. Seller  
171 certifies that the current HOA Fees/Condo Dues are \$ \_\_\_\_\_ per \_\_\_\_\_ and are paid through  
172 \_\_\_\_\_. HOA Fees/Condo Dues prepaid by the Seller shall be prorated from the  
173 date of closing through the date paid.

174 **K. DEED.** Seller shall deliver to Purchaser a good and sufficient warranty deed or fiduciary deed with appropriate  
175 release of dower, if any, conveying a good and marketable title, in accordance with the Ohio Marketable Title Act  
176 and the Standards of Title Examination, Ohio State Bar Association. Subject property is to be free and clear of all  
177 liens and encumbrances, not excepted by this contract, except the following: restrictions, conditions and easements  
178 of record, rights of tenant in possession, zoning provisions, (none of which shall be materially adverse to Purchaser's  
179 use of the premises noted in **OTHER CONDITIONS**, paragraph I, N) taxes and assessments as hereinafter set forth  
180 in PRORATIONS, Paragraph K, all coal, oil, gas and other mineral rights and interests previously transferred or  
181 reserved of record. Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any  
182 prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises,  
183 except for the following (none if nothing inserted) \_\_\_\_\_.

184 **I. TITLE INSURANCE.** Title insurance is designed to protect the policyholder of such title insurance for covered  
185 losses caused by defects in title (ownership) to the Real Estate that are in existence on the date and time the policy of  
186 title insurance is issued. Title insurance is different than casualty or liability insurance. **Purchaser is encouraged**  
187 **to inquire about the benefits of owner's title insurance from an Attorney, a title insurance agency or provider.**  
188 **An owner's policy of title insurance, while not required, is recommended. A lender's policy of title insurance,**  
189 **if required by the mortgage lender, does not provide protection to the Purchaser. Purchaser acknowledges**  
190 **that it is Purchaser's sole responsibility to make inquiries with regard to owner's title insurance prior to**  
191 **closing.** \_\_\_\_\_ (Purchaser(s) initials)

192 **M. DAMAGE TO BUILDINGS.** If any buildings or other improvements are substantially damaged or destroyed  
193 prior to the closing, Purchaser shall have the option (1) to proceed with the closing and receive the proceeds of any  
194 insurance payable in connection therewith, subject to current mortgage holder's rights or (2) to terminate this  
195 Contract and have the earnest money as receipted on page four returned and both parties shall be released from all  
196 further obligations under this Agreement. Seller shall keep the Property adequately insured against fire and extended  
197 coverage perils prior to closing. Seller agrees to maintain the Property in its present condition until delivery of  
198 possession, subject to ordinary wear and tear and the provisions of this paragraph.

199 **N. FAIR HOUSING / BLOCKBUSTING STATEMENT:** This Contract shall be performed in accordance with  
200 the Ohio Fair Housing Law (Section 4112.02 of the Ohio Revised Code) and the Federal Fair Housing Law (42  
201 U.S.C.A., Section 3601 as amended), pursuant to which it is illegal to refuse to sell, transfer, assign, rent, lease,  
202 sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations

**Purchaser(s) Initials** \_\_\_\_\_ / \_\_\_\_\_ **Date** \_\_\_\_\_ **Seller(s) Initials** \_\_\_\_\_ / \_\_\_\_\_ **Date** \_\_\_\_\_  
**Address** \_\_\_\_\_

203 or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status,  
204 ancestry, military status, disability or national origin; or to discriminate in advertising the sale or rental of housing, in  
205 the finance of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or  
206 attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a  
207 person or persons belonging to one of the protected classes.

208 **O. OHIO'S SEX OFFENDER REGISTRATION AND NOTIFICATION LAW.** If a sex offender resides in the  
209 area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to  
210 certain members of the community. The notice provided by the sheriff is a public record and is open to inspection  
211 under Ohio's Public Records Law.

212 **P. ELECTRONIC SIGNATURES.** Manual or electronic signatures on contract documents, transmitted in  
213 original, facsimile or electronic format shall be valid for purposes of this Contract and any amendments, addendums  
214 or notices to be delivered in connection with this Contract. Only original, manually signed documents shall be valid  
215 for deeds or other documents to be recorded at or after closing or as may be required by Purchaser's lender and/or  
216 the Attorney and/or title insurance company and/or escrow agent.

217 **Q. PRORATIONS.** At closing, Seller shall pay or credit to the purchase price all real estate taxes and assessments,  
218 including penalties and interest, which become due and payable prior to date of closing. A prorated share calculated  
219 as of the date of closing shall be made in accordance with the following method:  "Long Proration" method  
220 or  "Short Proration" method. (If neither method is checked, the long proration shall apply.) All prorations shall  
221 be based on the most recent tax rates, assessments and valuation available at the auditor's office to include, if any,  
222 sidewalk, curb, gutter, water/sewer assessments. Unassessed new construction real estate taxes will be prorated on  
223 land only. If the real estate taxes will be subject to recoupment due to accruing agricultural tax savings (CAUV) the  
224 (Seller/Buyer) agrees to pay the amount of such recoupment.

225 Interest and escrow balances on any mortgage assumed, and pre-paid insurance premiums and rents, shall be  
226 prorated to the date of closing. Seller shall pay all utility bills at delivery of deed or date of vacating, whichever is  
227 later. Propane/fuel oil shall be  prorated to date of delivery of deed or date of vacating, whichever is later or  Seller  
228 will convey all remaining propane/fuel oil at time of possession. Purchaser shall be responsible for securing a  
229 company for the propane/fuel oil. All security deposits paid to Seller by tenants in possession shall be transferred to  
230 the Purchaser at closing. **NOTE: Real estate taxes and assessments are subject to change.**

231 **R. REPRESENTATIONS.** Seller certifies to Purchaser that with respect to the Property (1) no orders of any public  
232 authority are pending (2) no work has been performed or improvements constructed that may result in future  
233 assessments or liens (3) no notices have been received from any public agency with respect to condemnation or  
234 appropriation, change in zoning, proposed future assessments, correction of conditions, or other similar matters (4)  
235 Seller will not change any existing lease/rental agreement or enter into new lease/rental agreement and (5) there  
236 presently exists no defects or conditions or toxic or hazardous or contaminated substances on the Property known to  
237 Seller which would adversely affect or materially impair the fitness of the Property for the purpose of its intended  
238 use. **Purchaser is relying solely upon examination of the Property, the Seller's certification herein, and  
239 inspection herein required, if any, for its physical condition and character, to the earnings therefrom, utility,  
240 zoning, size of the land, improvements and not upon any representation by the real estate agents involved who  
241 shall not be responsible for any defects in the Property. Seller's representations shall survive the closing.**

242 **S. GENERAL PROVISIONS.**

243 1.) Seller certifies and represents that those signing this Contract constitute all of the owners of the title to the real  
244 property and other items listed in Section A.

245 2.) Upon acceptance, this offer shall become a complete agreement binding upon the Purchaser and Seller and their  
246 respective heirs, personal representatives, successors, and assigns, and shall be deemed to contain all the terms and  
247 conditions agreed upon. No oral conditions, representations, warranties or agreements shall be valid and binding  
248 upon the parties unless in writing, and signed by both parties. Purchaser has examined the Property and, except as

**Purchaser(s) Initials** \_\_\_\_\_ / \_\_\_\_\_ **Date** \_\_\_\_\_ **Seller(s) Initials** \_\_\_\_\_ / \_\_\_\_\_ **Date** \_\_\_\_\_  
**Address** \_\_\_\_\_

249 otherwise provided in this Contract, is purchasing it "as is" in its present condition, relying upon such examination as  
250 to the condition, character, size, utility and zoning of the Property. Any word used in this Contract shall be construed  
251 to mean either singular or plural by the number of signatures as indicated on page four. **Time is of the essence for**  
252 **all provisions of this Contract.**

253 THIS IS A LEGALLY BINDING CONTRACT BETWEEN THE PURCHASER AND SELLER.  
254 PURCHASER AND SELLER ARE ADVISED THAT THIS CONTRACT CONTAINS PROVISIONS THAT  
255 MAY OR MAY NOT BE APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE  
256 THAT THE PROVISIONS OF THIS CONTRACT ARE APPROPRIATE, ADEQUATE OR LEGALLY  
257 SUFFICIENT FOR ANY SPECIFIC TRANSACTION. PURCHASER AND SELLER ARE ENCOURAGED TO  
258 CONSULT WITH THEIR OWN LEGAL COUNSEL REGARDING THE PROVISIONS OF THE REAL ESTATE  
259 PURCHASE CONTRACT AND ANY ADDENDUMS. PURCHASER MAY NOT ASSIGN CONTRACT.

260 **S. ACCEPTANCE AND ACKNOWLEDGEMENT** This offer shall remain open for acceptance  
261 until \_\_\_\_\_,  \_\_\_\_\_ AM  \_\_\_\_\_ PM.

262 Purchaser(s) \_\_\_\_\_ Date \_\_\_\_\_

263 Print Name: \_\_\_\_\_

264 Purchaser(s) \_\_\_\_\_ Date \_\_\_\_\_

265 Print Name: \_\_\_\_\_

266 **U. SELLER'S RESPONSE.** The undersigned Seller has read and fully understands the foregoing offer and hereby:

267  **Accepts** said offer and agrees to the terms and conditions herein contained.

268  **Rejects** said offer.

269  **Counteroffers within Response by: Date: \_\_\_\_\_ Time: \_\_\_\_\_**

270  **Counteroffers - See Counteroffer Addendum**

271  **Back up addendum # \_\_\_\_\_ (See Back up Offer addendum)**

272 Seller(s) \_\_\_\_\_ Date \_\_\_\_\_

273 Seller(s) \_\_\_\_\_ Date \_\_\_\_\_

274 Listing Agent \_\_\_\_\_ PH \_\_\_\_\_

275  Witness to Seller's Signature

276 \_\_\_\_\_

277 Listing Agent's Email Address

278 Selling Agent \_\_\_\_\_ PH \_\_\_\_\_

279  Witness to Purchaser's Signature

280 \_\_\_\_\_

281 Selling Agent's Email Address

**Purchaser(s) Initials** \_\_\_\_\_ / \_\_\_\_\_ **Date** \_\_\_\_\_ **Seller(s) Initials** \_\_\_\_\_ / \_\_\_\_\_ **Date** \_\_\_\_\_  
**Address** \_\_\_\_\_

282 RECEIPT OF EARNEST MONEY DEPOSIT:  
 283 I hereby certify receipt of Earnest Money ( check/money order # \_\_\_\_\_,  wire/electronic # \_\_\_\_\_,  
 284  cash,  other \_\_\_\_\_ in the amount of \$ \_\_\_\_\_.

285 I further certify that the funds shall be submitted for deposit in accordance with Ohio law and acknowledge that  
 286 failure to deposit in a timely manner is a violation of license law.

287 \_\_\_\_\_  
 288 Print REALTOR®'s Name/Firm REALTORS®'s Signature Date/Time

**Purchaser(s) Initials** \_\_\_\_\_ / \_\_\_\_\_ **Date** \_\_\_\_\_ **Seller(s) Initials** \_\_\_\_\_ / \_\_\_\_\_ **Date** \_\_\_\_\_  
**Address** \_\_\_\_\_