CONTRACT TO PURCHASE

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

1. PROPERTY DESCRIPTION: I/We ("Buyer") offer to purchase from Seller ("Seller") the following described property: Address_____ City/Township _____ , Ohio, Zip Code _____, County _____, Further described as: (include county Auditor's Parcel Number(s) for each and every parcel included in sale) _____ ("Real Estate").

2. TIMELINES: All timelines and deadlines under this Contract shall be strictly construed. Time is of the essence with regard to any and all timelines. **Contract performance dates and contingencies in the Contract shall commence the day following Contract Acceptance Date.**

3. PRICE AND TERMS: Buyer hereby agrees to pay $_____ ("Purchase Price") for the Real Estate, payable as follows:

a) EARNEST MONEY CONTINGENCY: This contract is contingent upon Buyer providing earnest money in the amount of $_____ ("Earnest Money"). Earnest Money shall be submitted for deposit with _____*, and written acknowledgement of Earnest Money deposit shall be provided to Listing REALTOR® or Seller within _____ calendar days beginning the day following the Contract Acceptance Date, as hereinafter defined ("Contract"), in a trust account pending the final settlement and conveyance of the purchase and sale of the Real Estate contemplated in this Contract ("Closing"). If written acknowledgement of Earnest Money is not provided within the stated period, then Seller, at any time after the stated period, but prior to receiving the written acknowledgement of deposit, and by Seller's sole option, may, by written notice to selling REALTOR® or Buyer, terminate this Contract. If this Contract terminates for any reason, the Earnest Money will NOT be automatically disbursed to any party. ***(i) In the event that the parties designate an Ohio-licensed real estate broker to hold the Earnest Money:** Any disbursement of Earnest Money shall be in compliance with Ohio R.C. 4735.24, which includes the following stipulations: The Earnest Money shall be disbursed as follows: (i) if the transaction is closed, the Earnest Money shall be applied to Purchase Price (may be retained by brokerage and credited toward brokerage commission owed) or as directed by Buyer or (ii) if either party fails or refuses to perform, or if any contingency is not satisfied or waived, the Earnest Money shall be (a) disbursed in accordance with a release of earnest money ("Release") signed by all parties to the Contract or (b) in the event of a dispute between the Seller and Buyer regarding the disbursement of the Earnest Money, the broker is required by law to maintain such funds in his trust account until the broker receives (a) written instructions signed by the parties specifying how the Earnest Money is to be disbursed or (b) a final court 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 from the date the Earnest Money was deposited in the broker's trust account, the parties have not provided the broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the broker shall return the Earnest Money to the Buyer with no further notice to the Seller.* **(ii) In the event that the parties do not designate an Ohio-licensed real estate broker and designate another third-party or the herein listed title company to hold the Earnest Money, the terms and conditions of this escrow hold shall be governed by separate, third-party escrow terms. ❑ Separate escrow terms are attached.** Both Buyer and Seller acknowledge and agree that, in the event of a dispute between Buyer and Seller as to entitlement of the Earnest Money, the REALTORS® will not make a determination as to which party is entitled to the Earnest Money. Buyer and Seller acknowledge that loss of Earnest Money may not be a party's sole remedy for failure to perform on the Contract.

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

Settlement Charges: In addition to costs incurred in order for the Seller to fulfill the terms of the Contract and to provide marketable title, Seller agrees to pay actual settlement charges and/or other fees due at Closing on behalf of the Buyer, including, but not limited to, discount points, closing costs, pre-paids, and any other fees allowed by Buyer's lender **in an amount not to exceed** $_____.

4. FINANCING CONTINGENCY: Except as otherwise stated and agreed herein, Buyer shall pay any and all fees incurred as a result of Buyer obtaining financing for the purchase. If Buyer's selected financing option includes a Buyer

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recission period, Buyer shall close on that loan with sufficient time for funds to be available on the Date of Closing of this Contract. Buyer intends to use the Real Estate for the following purpose: ❑ Owner-occupied ❑ Rental ❑ Other: _____

❑ **CASH:** Buyer's written confirmation of available funds, on verifiable document from funding source, ❑ is attached ❑ shall be provided within _____ calendar days beginning the day following the Contract Acceptance Date. If Buyer fails to provide such documentation, then Seller may, by written notice to selling REALTOR® or Buyer, terminate this Contract.

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

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

❑ **OTHER FUNDING SOURCE:** _____ (funding source) Buyer's written confirmation of available funds, on verifiable document from funding source, ❑ is attached ❑ shall be provided within _____ calendar days beginning the day following the Contract Acceptance Date. If Buyer fails to provide such documentation, then Seller may, by written notice to selling REALTOR® or Buyer, terminate this Contract.

Financing Timeframe: IF BUYER FAILS TO PROVIDE WRITTEN CONFIRMATION TO SELLER THAT BUYER HAS COMPLETED ANY OF THE REQUIREMENTS OF THE FINANCING TIMEFRAME, AS SET FORTH IN SUBSECTIONS (a) THROUGH (d) BELOW, THEN SELLER MAY, AT SELLER'S SOLE DISCRETION, BY WRITTEN NOTICE TO BUYER, TERMINATE THIS CONTRACT SO LONG AS WRITTEN NOTICE OF TERMINATION IS DELIVERED TO BUYER PRIOR TO RECEIPT OF SUCH WRITTEN CONFIRMATION.

(a) Buyer financing qualification letter based upon initial credit check and preliminary information provided by Buyer stating that such qualification ❑ is ❑ is not contingent upon the closing of Buyer's other real estate and ❑ is attached ❑ shall be provided to Seller within _____ calendar days beginning the day following the Contract Acceptance Date.

(b) Buyer shall complete a loan application, which shall include providing selected lender with *"intent to proceed",* including payment for appraisal (if necessary), within _____ calendar days beginning the day following the Contract Acceptance Date and will make a diligent effort to obtain financing. Within such timeframe, Buyer shall provide written notification to Seller naming selected lender and confirming that this provision has been satisfied.

(c) Buyer or Buyer's lender shall provide written notification to Seller, that Conditional Approval has been obtained within _____ calendar days beginning the day following the Contract Acceptance Date. Conditional Approval shall mean that the loan has been underwritten with credit, income, debts, and assets (collectively, "Creditworthiness") verified and acceptable to lender, subject only to: material changes of Buyer's Creditworthiness, appraisal, and marketability of title to be obtained prior to final loan approval (clear to close).

(d) Buyer or Buyer's lender shall provide written notification to Seller, that loan approval (clear to close) has been obtained or waived within _____ calendar days prior to the Date of Closing in Section 23.

Buyer shall make a diligent effort to obtain financing and shall provide all lender-requested documents to the lender in a timely manner. **BUYER IS RELYING ON BUYER'S OWN UNDERSTANDING OF FINANCING TO BE OBTAINED AND PROCESSES REQUIRED BY A LENDER AS WELL AS THE LEGAL AND TAX CONSEQUENCES THEREOF, IF ANY.**

5. APPRAISAL CONTINGENCY: Buyer's obligation to close this transaction is contingent upon Real Estate appraising at or above final sales price of the Real Estate. Buyer has the right to obtain, at Buyer's expense, an independent appraisal performed by an appraiser licensed in Ohio. In the event the Real Estate does not obtain an appraised value (by either Buyer's appraiser in connection with sale funded by cash or Other Funding Source or Lender's appraiser in connection with a financed sale) equal to or greater than the Purchase Price, Buyer shall have the option to terminate this Contract by delivering written notice to Seller

(i) in the event of purchase via Cash or Other Funding Source, within _____ calendar days beginning the day following the Contract Acceptance Date, or (ii) in the event of Conventional, FHA, USDA or VA financing, the time-frame set forth in Section 4(d) above for obtaining a loan approval (such applicable time period being referred to as the "Appraisal Contingency Period"). If Buyer does not deliver written notice to Listing REALTOR® Seller that Buyer is terminating the Contract prior to the expiration of the Appraisal Contingency Period, then Buyer's option to terminate this Contract due to appraised value shall be deemed waived.

6. INCLUSIONS/EXCLUSIONS OF SALE: The Real Estate shall include the land, together with all buildings, improvements, fixtures, and all items affixed or wired to the Real Estate located thereon (but excluding any items specifically excluded in 6b below), and all appurtenant rights, privileges, easements, fixtures, and all of, but not limited to, the following items if they are now located on the Real Estate and used in connection therewith: electrical; plumbing; heating and air conditioning equipment, including window units; bathroom mirrors and fixtures; shades; blinds; awnings; window rods; window/door screens, storm windows/doors; shrubbery/landscaping; affixed mirrors; affixed floor covering, wall-to-wall, inlaid and stair carpeting (attached or otherwise); fireplace inserts/grates; fireplace screens/glass doors; wood stove; gas logs and starters; television and/or sound system mounting brackets (excluding televisions and/or sound system), aerials/rotor operating boxes/satellite dishes (including non-leased components); affixed humidifiers; water softeners; water purifiers; central vacuum systems and equipment; doorbells/chimes; garage door openers/operating devices; all affixed surveillance, monitoring, security alarm systems/cameras and affixed-system operating controls; all affixed furniture/fixtures; utility/storage buildings/structures; inground/above ground swimming pools, hot tubs and equipment; swing sets/play sets; affixed basketball backboard/pole; propane tank/oil tank and contents thereof; electronic underground fencing transmitter and receiver collars, and parking space(s) number(s) _____ and storage unit number _____ (where applicable). The following appliances shall also be included: ranges, ovens, microwaves, refrigerators, dishwashers, garbage disposers, and trash compactors. Notwithstanding the foregoing, any free-standing, countertop appliances shall not be included unless specifically delineated in section 6a), below. **The following items, which are leased in whole or in part, shall be excluded from this sale** (please check appropriate boxes); ❑ water softener; ❑ security/alarm system; ❑ propane tank; ❑ satellite dish; ❑ satellite dish components: _____

6a) THE FOLLOWING ITEMS (WHICH ADD NO ADDITIONAL VALUE TO THE REAL ESTATE) ARE SPECIFICALLY INCLUDED WITH THE REAL ESTATE: _____
_____

6b) THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED FROM THE REAL ESTATE: _____
_____
_____

7. TERMS OF BROKER COMPENSATION: BROKER FEES AND COMMISSIONS ARE NOT SET BY LAW, ARE FULLY NEGOTIABLE, AND MAY BE PAID BY THE SELLER, THE BUYER, THE LANDLORD, THE TENANT, OR A THIRD PARTY, OR BY SHARING OR SPLITTING THE FEES AND COMMISSIONS BETWEEN BROKERS.

Nothing in this section shall amend or supersede the total amount of compensation due to any brokerage under any other representation or compensation agreements. If any blanks in sub-sections 7(c) and/or 7(d) below are not filled in, it shall be construed as zero or not applicable.

(a) BUYER BROKERAGE: Buyer represents and warrants that Buyer is:

❑ Represented by _____ ("Buyer Brokerage") and the following licensed salesperson(s) affiliated with Buyer Brokerage: _____.

OR

❑ Self-represented and under no agreement with any broker in connection with the purchase of the Real Estate.

(b) BUYER REPRESENTATION AGREEMENT: If represented, Buyer represents and warrants that Buyer has signed a buyer representation agreement with Buyer Brokerage setting forth the terms and the amount of compensation due from Buyer-to-Buyer Brokerage in connection with the purchase of the Real Estate (the "Buyer Representation Agreement").

(c) BROKERAGE COMPENSATION: Buyer and Seller agree that brokerage fees, commissions, and expenses incurred by Buyer under the Buyer Representation Agreement in connection with Buyer's purchase of the Real Estate ("Buyer's Brokerage Fees") shall be paid at Closing as follows:

(i) Seller agrees to pay $ _____and _____ % of the Purchase Price to Buyer Brokerage at Closing, which amount shall be paid out of Seller's proceeds at Closing and disbursed to Buyer Brokerage on behalf of Buyer and applied towards Buyer's Brokerage Fees due to Buyer Brokerage under the Buyer Representation Agreement.

(ii) Buyer shall pay all remaining Buyer's Brokerage Fees (if any) due from Buyer under the Buyer Representation Agreement (i.e., all Buyer's Brokerage Fees due under the Buyer Representation Agreement, less amounts agreed to be paid at Closing by Seller (if any)

(d) OTHER TERMS FOR PAYMENT OF COMPENSATION: _____
_____
_____.

Notwithstanding the foregoing, Buyer acknowledges that any amount(s) that Seller agrees to pay to Buyer's Brokerage at Closing **shall not exceed** the total amount that Buyer owes to Buyer Brokerage under the Buyer Representation Agreement and agrees that if the amount(s) Seller agrees to pay herein is more than what Buyer owes under the Buyer Representation Agreement, Seller's payment to Buyer's Brokerage shall be adjusted to match the Buyer's actual obligation and if the amount(s) that Seller agrees to pay herein is less than what Buyer owes under the Buyer Representation Agreement, then Buyer shall be responsible for the remaining balance.

For clarity, unless expressly stated otherwise, Seller is responsible for paying any and all amounts due to Seller's Listing REALTOR®. In the event that Seller is not receiving any cash proceeds at Closing, Seller remains obligated to fulfill this payment by other means. Both Buyer and Seller confirm that they have not engaged real estate agent(s), or broker(s) in connection with this Real Estate transaction, other than those referenced in this Contract (or in the information pages attached hereto).

8. CERTIFICATION OF OWNERSHIP: Seller certifies that Seller owns all of the items listed in Section 6 and that they will be free and clear of any debt, lien or encumbrances at Closing (except as listed in Section 23 of this Contract). Seller also represents that those signing this Contract constitute all of the owners of the title to the real property and other items as listed in Section 6, together with their respective spouses, if applicable. In the event of power of attorney, trust, corporation, limited liability company, inheritance or other right to transfer, documentation of authority to convey the Real Estate shall be provided to the title company upon request.

9. SELLER'S CERTIFICATION: Seller certifies to Buyer that **to the best of Seller's knowledge:** The Real Estate:
(a) ❑ is ❑ is not located in a Historic District.
(b) ❑ is ❑ is not subject to a lease.
(c) ❑ is ❑ is not subject to an agreement pertaining to joint maintenance of shared aspects of/by the Real Estate (not covered by Association). If affirmative, describe:_____.
(d) ❑ is ❑ is not located in a flood plain requiring insurance.
(e) ❑ is ❑ is not subject to a municipal pre-sale inspection, disclosure, and/or certification of occupancy; if the Real Estate is located in a jurisdiction requiring housing inspection before transfer, Seller shall be responsible for completing and submitting the necessary application and will furnish to Buyer a copy of the resulting unconditional certificate on or before the date of Closing.
(f) ❑ is ❑ is not subject to pending orders of any public authority. If affirmative, describe: _____
_____.
(g) ❑ has ❑ has not had work performed or improvement constructed that may result in future assessments. If affirmative, describe: _____.
(h) ❑ has ❑ has not received notices from a public agency with respect to condemnation or appropriation, change in zoning, proposed future assessments, correction of conditions or other similar matters. If affirmative, describe: _____.
(i) ❑ has ❑ does not have toxic, explosive or other hazardous substances have been stored, disposed of, concealed within or released on or from the Real Estate and/or other adverse environmental conditions exist within the boundaries of the Real Estate. If affirmative, describe: _____.
(j) ❑ is ❑ is not subject to encroachments, shared driveways, party walls. If affirmative, describe: _____.
(k) ❑ has ❑ does not have property tax abatements or homestead exemptions currently affecting the Real Estate. If affirmative, describe: _____.
(l) ❑ has ❑ has not had (site or area) improvements installed or services furnished, and/or Seller has received notification(s) from public authority(ies) or owner's association of future improvements, for which any part of the costs may be assessed against the Real Estate. If affirmative, describe: _____
_____.

(m) ❑ is ❑ is not owned by any person(s) or entity(ies) subject to Foreign Investments in Real Property Tax Act (FIRPTA).

10. **HOMEOWNER/CONDOMINIUM ("ASSOCIATION") DECLARATIONS, BYLAWS AND ARTICLES:** The Real Estate:
(a) ❑ is ❑ is not subject to an Association established by recorded declaration with mandatory membership.
(b) ❑ is ❑ is not subject to currently approved and/or pending Association assessment (separate from Association fees). If affirmative, please provide amount(s) and describe: _____.
(c) ❑ is ❑ is not subject to mandatory fees imposed on the real estate: ❑ pool, ❑ golf course, ❑ other (separate from Association fees). If affirmative, please provide amount(s) and describe: _____
_____.
The Association ❑ does ❑ does not require a capital contribution fee to be paid by Buyer at closing in the amount of $_____ or ❑ Unknown and subject to Buyer's verification and approval within the "Disapproval Period" Seller certifies that the current Association fees are: $ _____ ❑ Monthly ❑ Quarterly ❑ Annually or ❑ Other _____ and secondary Association fee(s) of $ _____ ❑ Monthly ❑ Quarterly ❑ Annually or ❑ Other _____. Seller further certifies that, to the best of Seller's knowledge, there are no Association violations (current or outstanding) affecting the Real Estate except:_____
_____.
If the Real Estate is subject to any such items listed above or any other restrictions/regulations known to Seller, Seller will, at Seller's expense, provide Buyer with a current copy of documents affecting the real estate including, but not limited to, documents recorded with the county, the Association Declaration, the Association's financial statements, Rules and Restrictions, schedule of monthly, annual and special assessments/fees, architectural standards (to the extent not included in the Rules and Restrictions), the Bylaws and the Articles of Incorporation, Minutes for the previous 2 years, and other pertinent documents (collectively, "Documents") within _____calendar days beginning the day following the Contract Acceptance Date ("Document Delivery Period"). Buyer shall have the right to disapprove of the Documents by delivering written notice of Buyer's disapproval to Seller within _____ calendar days beginning the day following the actual delivery date within the Document Delivery Period ("Disapproval Period"). If written notice of disapproval is delivered within the Disapproval Period, then this Contract shall become null and void. Unless written notice is delivered within the Disapproval Period, Buyer shall be deemed to have approved the Documents and waives the right to terminate the Contract based upon the terms and conditions of same. If Seller fails to provide Documents as required, Buyer has the right to terminate the Contract within 3 days of the Document Delivery Period by providing written notice to Seller of such termination. Seller agrees, as a condition to Closing, to secure, at Seller's expense, written approval for this sale if required by the Documents. Seller, at Seller's expense, shall provide any letter of assessment required at Closing by the lender and/or title company. Buyer shall be responsible for, and Seller shall reasonably assist, in obtaining any lender-required documents from the Association.

Buyer shall pay for all fees for documents required by the lender, including but not be limited to, application fees, Association questionnaire fees, appraisal fees, wire transfer fees, etc.

At the time of closing, Buyer shall pay for any initial capital infusion or advance dues/assessments required by the Association and related to the period of Buyer's ownership. Seller shall pay for any and all dues/assessments required by the Association that shall come due and payable prior to the date of Closing and related to the period of Seller's ownership. Any dues/assessments that relate to a period of ownership for both, Buyer and Seller, shall be prorated at Closing. Seller shall also pay for the status letter and account transfer fees (this shall include **any and all** administrative, Association and/or management fees incurred as a result of the sale and transfer of the real estate, regardless of how they are characterized by the Association, including, but not limited to: new account set-up fees, certification fees, transfer fees, administrative fees, etc.), Seller acknowledges that it is Seller's responsibility to provide association contact information to the title company at least 20 calendar days prior to closing. Failure to do this may result in additional charges to Seller. Any and all expedited service fees charged by the Association/management company shall be paid by Seller.

11. **MAINTENANCE**: Until physical possession is delivered to the Buyer, Seller shall continue to maintain the Real Estate, including, but not limited to, the grounds and improvements thereon. Unless otherwise agreed, Seller shall leave real property in broom-swept condition. Seller shall repair or replace any appliances, equipment or systems currently in normal operating condition that fail prior to possession except: _____. Seller further agrees that until physical possession is delivered to the Buyer, the Real Estate will be in as good condition as it is presently, except for normal wear and casualty damage from perils insurable under a standard all risk policy. If, prior to Closing, the Real Estate is damaged or destroyed by fire or other casualty, Buyer shall have the option to (a) proceed with the Closing, or (b) terminate this Contract. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the written consent of the Buyer. **Buyer and Seller agree that Buyer shall be provided the opportunity to conduct a walk-through inspection of the Real Estate within 48 hours prior to Closing, solely for the purpose of ascertaining that the Seller has maintained the Real Estate as**

required herein and has met all other contractual obligations. Upon Closing, Buyer shall become responsible for any risk of loss and for insurance for the Real Estate.

12. HOME WARRANTY PROGRAM: Buyer has been informed that home warranty programs may be available to provide potential additional benefits to Buyer. Buyer ❑ selects ❑ does not select a home warranty to be provided by _____ (Home Warranty Company) and paid for by _____ at an amount not to exceed _____.

13. PROPERTY DISCLOSURE FORM: Buyer ❑ has ❑ has not received the Ohio Residential Property Disclosure form or ❑ Seller represents and warrants that Seller is exempt from providing the Ohio Residential Property Disclosure (Ohio REALTORS® Residential Property Disclosure Exemption Form attached).

14. BUYER'S OFF-SITE ACKNOWLEDGEMENT: Buyer acknowledges that Buyer has conducted any and all desired investigations that are relevant to Buyer with regard to the municipality, zoning, school district, and legal use of the Real Estate and conditions outside of the boundaries of the Real Estate, including but not limited to, crime statistics, registration of sex offenders, noise levels (i.e., airports, interstates, environmental), availability and requirements and costs for delivery of utilities (water/power/etc.), local regulations/development or any other issues of relevance to the Buyer and has verified that the Real Estate is suitable for Buyer's intended use. Buyer assumes sole responsibility for researching such conditions. Notwithstanding anything to the contrary, Seller makes no representations or warranties with regard to these conditions and the use of the Real Estate. Buyer acknowledges that Buyer has been given the opportunity to conduct research pertaining to any and all of the foregoing prior to execution of this Contract. Buyer is relying solely on Buyer's own research, assessment and inquiry with local agencies and is not relying, and has not relied, on Seller or any REALTOR® involved in this transaction.

15. REAL ESTATE INSPECTION CONTINGENCY: BUYER ACKNOWLEDGES THAT BUYER HAS BEEN ADVISED BY REALTOR® TO CONDUCT INSPECTIONS OF THE REAL ESTATE THAT ARE OF CONCERN TO BUYER AND HAS BEEN PROVIDED THE OPPORTUNITY TO MAKE THIS CONTRACT CONTINGENT UPON THE RESULTS OF SUCH INSPECTION(S).

The Buyer, **at Buyer's expense**, has the option to have the Real Estate inspected by Ohio licensed home inspectors and/or other professionals qualified to perform assessments and services in a specific area of expertise. Inspections regarding the physical condition, insurability and cost of a casualty insurance policy(ies), boundaries, and use of the Real Estate shall be the sole responsibility of the Buyer. **Buyer is relying solely upon Buyer's examination of the Real Estate (personally or by Buyer's inspectors and/or contractors), the Seller's representations and certifications, including those made herein, under the Ohio Residential Property Disclosure, and under the Lead Based Paint Disclosure, if any. During the Inspection Period, Buyer and Buyer's inspectors and contractors shall be permitted access to the Real Estate at reasonable times and upon reasonable notice, and such persons shall be permitted to take photographic or video imagery of areas of the Real Estate for use in reporting and further examination of its condition.**

Buyer shall be responsible for any damage to the real estate caused by Buyer or Buyer's inspectors or contractors, which repairs shall be completed in a timely and workmanlike manner at Buyer's expense.

Buyer understands and agrees that the inspection report(s) are not to be considered a list of required repairs and/or corrections to the Real Estate. Buyer understands that the inspection report(s) may include notes which are for informational purposes only and do not reflect the condition of the Real Estate. Buyer agrees that Seller is not required to bring the Real Estate improvements up to the standards of current building code(s) that are now applicable in the area where the Real Estate is located. Buyer understands that, except as may be further agreed in writing, Seller is not required to make any corrections that may be noted in the inspection report(s).

Buyer ❑ has ❑ has not received the Seller's disclosure of any lead-based paint or lead-based paint hazards known to Seller on the Real Estate, OR ❑ N/A for unimproved properties or for improved properties built 1978 or later.

Buyer ❑ has ❑ has not ❑ not applicable received the pamphlet *"Protect Your Family From Lead in Your Home"*
Notwithstanding anything to the contrary herein, certain loan types may require certain inspection(s). If so required, Buyer and Seller agree to comply with the lender's requirements.

❑ **BUYER WAIVES THE RIGHT TO CONDUCT ANY AND ALL REAL ESTATE INSPECTIONS**.

❑ **BUYER ELECTS TO CONDUCT LIMITED INSPECTION OF THE REAL ESTATE.** Buyer's inspection contingency is limited to inspection of ONLY the following: ❑ Termite and wood-boring insects, ❑ Lead-Based Paint ❑ Other: _____

❑ **BUYER ELECTS TO CONDUCT FULL INSPECTION OF THE REAL ESTATE.** Buyer's inspection contingency is unlimited in scope. Buyer may, but shall not be required to, conduct an inspection of any and all qualities, conditions and aspects of the Real Estate, its land, and its improvements. By way of example, this shall include, but shall not be limited to: survey, fixtures, operating systems, air conditioning, heating, roofing, pool, water quality/quantity, structural integrity, well, septic system, cistern, plumbing, fireplace, mold, electrical, asbestos, radon, infestations, termite and wood-boring insects, lead-based paint, tree(s) quality and condition.

In accordance with Buyer's above election:

(a) Buyer shall have a period of _____ calendar days (the "Inspection Period,") beginning on the day following the Contract Acceptance Date, to conduct and complete any and all inspections of the Real Estate. Prior to the end of the Inspection Period, Buyer shall:

i. Provide to Seller a signed, written request for Seller to correct any material conditions or matters adversely affecting the Real Estate (the "Defect Notice".) The Defect Notice shall identify the conditions to which Buyer is requesting correction by Seller, and shall include the relevant portion(s) of the inspection report(s) which describe the conditions to be corrected. **Buyer agrees that minor, routine maintenance and cosmetic items are not to be considered material and Buyer may not object to these in the Defect Notice.**

OR

ii. Provide to Seller a signed, written notice of Buyer's satisfaction with the quality and condition of all aspects of the Real Estate, its land, and its improvements (the "Notice of Satisfaction")

DELIVERY OF EITHER NOTICE IN THIS SECTION 15(a) SHALL DESIGNATE THE END OF THE INSPECTION PERIOD. IN THE EVENT THAT BUYER SHALL FAIL TO TIMELY PROVIDE ANY REQUIRED, WRITTEN NOTICE TO SELLER, BUYER SHALL BE DEEMED TO HAVE WAIVED ANY FURTHER INSPECTIONS AND TO HAVE PROVIDED A NOTICE OF SATISFACTION TO SELLER.

(b) In the event that Buyer has timely delivered to Seller a Defect Notice, Seller shall have a period of up to _____calendar days (the "Consideration Period") beginning on the day following the delivery of the Defect Notice, to evaluate Buyer's request for correction(s). Prior to the end of the Consideration Period, Seller shall:

i. Provide to Buyer a signed, written agreement to correct all defects in the manner detailed and requested in Buyer's Defect Notice;

OR

ii. Provide to Buyer a signed, written counter-offer detailing Seller's agreement, if any, to correct defects identified in Buyer's Defect Notice. Seller shall deliver such counter-offer even if Seller is not agreeing to correct any defects.

DELIVERY OF EITHER NOTICE IN THIS SECTION 15(b) SHALL DESIGNATE THE END OF THE CONSIDERATION PERIOD. IN THE EVENT THAT SELLER SHALL FAIL TO TIMELY PROVIDE ANY REQUIRED, WRITTEN NOTICE TO BUYER, SELLER SHALL BE DEEMED TO HAVE AGREED TO CORRECT DEFECTS IN THE MANNER DETAILED AND REQUESTED IN BUYER'S DEFECT NOTICE.

(c) In the event that Seller has timely delivered to Buyer a written counter-offer under Section 15(b)ii., the parties shall have up to _____ calendar days (the "Settlement Period,") beginning on the day following the delivery of such counter-offer, to reach a mutual, signed, written agreement detailing Seller's correction of defects, if any.

DELIVERY OF ANY MUTUALLY SIGNED, WRITTEN AND ACCEPTED COUNTER-OFFER FOR CORRECTION OF DEFECTS (OR FOR NO CORRECTION OF DEFECTS) DURING THE SETTLEMENT PERIOD SHALL END THE SETTLEMENT PERIOD. *IN THE EVENT THAT THE PARTIES FAIL TO REACH A MUTUAL, SIGNED, WRITTEN AGREEMENT UNDER THIS SECTION 15(c), THIS CONTRACT SHALL AUTOMATICALLY TERMINATE.*

(d) Notwithstanding the forgoing, this Section 15(d) provides limited circumstances in which a Buyer may elect to not provide a Defect Notice to Seller and may unilaterally terminate this Contract without further opportunity for Seller's correction of defect(s). In the event that Buyer's inspections reveal Real Estate condition(s), which conditions were not disclosed by Seller prior to the Contract Acceptance Date and that evidence one or more of the following, specific matters: conditions adversely affecting the structural integrity of the building(s), the presence of asbestos, the presence of lead-based paint, the presence of any other Hazardous Materials (as defined below), and/or Other: _____, and Buyer does not wish to provide Defect Notice to Seller in accordance with Section 15(a), then prior to the end of the Inspection Period, Buyer shall deliver to Seller signed, written notification of Buyer's election to terminate the Contract (the "Contract Termination Notice"), which Contract Termination Notice shall also identify the specific condition, together with the relevant portion of Buyer's inspection report(s) evidencing the existence of such condition. Upon timely delivery to Seller of the Contract Termination Notice, this Contract shall be terminated.

For purposes of this subsection (d), "Hazardous Materials" means: (a) substances defined as "hazardous substances," "hazardous materials," or "toxic substances" under federal, state or local law; (b) asbestos and any form of urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid or other fluids containing levels of polychlorinated biphenyls; and (c) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority and poses a hazard to the health or safety of the occupants of the Real Estate.

16. PROPERTY SURVEY: Buyer acknowledges that it is Buyer's responsibility to confirm the location of the boundary lines and/or to confirm the location of the improvements upon the Real Estate relative to such boundary lines, setback lines and/or easements. Buyer, at Buyer's expense, shall obtain any survey of the Real Estate desired by Buyer and/or required by Buyer's lender. **If Buyer desires for Buyer's obligations under this Contract to be contingent upon Buyer's satisfactory review of evidence of survey, Buyer must complete any desired survey and proceed in accordance with the timelines and process stated in Section 15(a) above. (Note: Any survey evidence required by lender is not subject to Buyer's Inspection contingency and may still impact lender's terms and conditions to lend.)**

17. PROPERTY INSURANCE VERIFICATION CONTINGENCY: Buyer(s) acknowledges that it is Buyer's sole responsibility to make inquiries and to confirm availability and cost of any and all policy(ies) of insurance reasonably desired by Buyer and/or required by Buyer's lender, including, but not limited to, hazard, flood and personal property insurance. **BUYER IS RELYING ON BUYER'S OWN UNDERSTANDING OF INSURANCE TO BE OBTAINED**. Buyer shall have _____ **calendar day(s)** (the "Insurance Verification Period") beginning the day following the Contract Acceptance Date to confirm that such insurance policy(ies) is/are available and that the cost is reasonably acceptable to Buyer and Buyer's lender. If Buyer cannot obtain such policy(ies) and/or if the cost is not consistent with market rates, then Buyer shall have the right to terminate this Contract by providing written notification to Seller (along with proof of insurance denial or proof of pricing that is not consistent with market rates) before the expiration of the Insurance Verification Period. If Buyer does not indicate a timeframe within Section 17 or does not timely deliver to Seller a written notice of termination with required proof, this contingency shall be waived.

18. SELLER'S COOPERATION: Seller agrees to make the Real Estate available, at reasonable hours, for access by licensed real estate agents/brokers and Buyer, Buyer's inspectors, licensed appraisers and other authorized parties as required in order to satisfy the terms of the Contract. **Seller shall have ALL utilities servicing the Real Estate on during the pendency of this Contract. Buyer acknowledges that Buyer is not authorized to be present on the Real Estate without a licensed real estate agent unless prior, express, written authorization is obtained from the Seller.**

19. OTHER CONTINGENCIES/AGREEMENTS:

❑ See attached Addenda which are signed by all parties and incorporated into this Contract:

_____
_____
_____
_____
_____.

20. TITLE INSURANCE: Title insurance is designed to protect the policyholder against covered losses caused by others' lien or ownership claims, fraud, or other defects (in title ownership) related to the Real Estate. Title insurance is different from casualty or liability insurance. Buyer is encouraged to inquire about the benefits of owner's title insurance from a licensed title insurance provider. A standard Owner's Policy of Title Insurance and an enhanced, Homeowner's Policy of Title Insurance are available. **An Owner's Policy of Title Insurance, while not required, is**

recommended. A Lender's Policy of Title Insurance, if required by the mortgage lender, does not provide protection to the Buyer Buyer acknowledges that it is Buyer's sole responsibility to make inquiries with regard to owner's title insurance prior to the Date of Closing.

a) ❑ Buyer elects to purchase an Owner's Policy of Title Insurance at Buyer's expense.

b) ❑ Buyer shall later determine whether to purchase an Owner's Policy of Title Insurance at Buyer's expense

c) ❑ Seller shall pay an amount of $500 toward the purchase of the Owner's Policy of Title Insurance and Buyer shall be responsible for payment of the balance of the Owner's Policy of title Insurance premium.

d) Seller shall pay the entire cost of a standard Owner's Policy of Title Insurance. If financed, the Buyer shall pay the simultaneous issue fee for the Lender's Policy of Title Insurance and the additional premium for the enhanced Homeowner's Policy, if issued.

Seller's agreement to pay any amount toward the purchase of an Owner's Policy of Title Insurance shall only apply to Buyer's election to purchase this policy on the Date of Closing. If Buyer elects to not purchase an Owner's Policy of Title Insurance on the Date of Closing, Buyer may have the ability to obtain an Owner's Policy of Title Insurance on or after the Date of Closing and at Buyer's sole cost and expense. Buyer acknowledges that additional fees may apply and that certain title premium discounts that are available at the time of closing will not be available when an Owner's Policy of Title Insurance is purchased at a later time.

21. PRORATIONS OF REAL ESTATE TAXES AND ASSESSMENTS: Tax bills in Ohio are billed a full year in arrears. Buyer shall be responsible for any and all property tax bills that come due and payable in the next, semi-annual period that begins after the date of closing, including bills that relate to a period of ownership prior to Buyer's purchase. At Closing, Seller shall pay or credit on the settlement statement (a) all real estate taxes and assessments, including, but not limited to, penalties and interest, which became due and payable prior to and in the semi-annual period in which the Closing occurs, (b) a pro rata share, calculated as of the closing date in the manner set forth below, of the real estate taxes and assessments becoming due and payable after the closing, and (c) the amount of any agricultural tax savings accrued as of the Closing date which would be subject to recoupment if the Real Estate were converted to a non-agricultural use (whether or not such conversion actually occurs), unless Buyer has indicated that Buyer is acquiring the Real Estate for agricultural purposes.

❑ If checked, Buyer hereby states that Buyer will use Real Estate for agricultural purposes and expressly waives Seller's payment to Buyer of the estimated agricultural tax savings subject to CAUV recoupment.

TAX PRORATIONS: Unless otherwise stated herein, all tax prorations shall be final at Closing. All prorations of real estate taxes shall be based upon the most recent available tax rates, assessments and valuations based upon the assessment method used by the county in which the Real Estate is located. It is the intent of the Seller and Buyer that each shall pay the real estate expenses as follows:

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 entire taxes due which cover the tax period(s) up to the date of Closing.

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

ASSESSMENTS: Any special assessments are payable in a single annual installment and shall be prorated based upon the assessment method selected above. Seller and Buyer acknowledge that actual bills received by Buyer after Closing for real estate taxes and assessments may differ from the amounts prorated at Closing. However, all Closing prorations shall be final, except for the following (if applicable): (i.e., tax abated property, new construction, etc.) _____. Buyer shall assume responsibility for above items upon Closing.

NEW CONSTRUCTION: The Real Estate may contain a newly-constructed residence which at the time of Closing does not yet appear on the most recent official tax duplicate available, so that the tax bill prorated at the Closing shows taxes for only the vacant or partially improved land. Seller agrees that Seller is responsible for the amount of all real estate taxes assessed for the land and the residence through the date of Closing, regardless of when assessed, and if one or more tax bills are issued after the Closing which show taxes which were not prorated by Seller and Buyer at the Closing,

Seller shall immediately pay the additional appropriate prorated amount to Buyer upon delivery by Buyer of the new tax bill(s). This provision shall survive the Closing and delivery of the deed, and the REALTOR® shall not be responsible for enforcement of this provision. Buyer shall be solely responsible for inquiring about and determining any tax credits or abatements available to the Real Estate.

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

23. CONVEYANCE AND CLOSING: Closing services will be provided by title company designated by Buyer: _____ (title company name and phone number). Title company and/or its attorney(s) do not represent either Buyer or Seller. If Buyer or Seller desires legal representation, they shall hire their own attorney. Both Buyer and Seller agree to execute all documents required by the closing/escrow agent. At Closing, Buyer shall be responsible for Association capital contribution. At Closing, Seller shall be responsible for transfer taxes/conveyance fees, Condominium or Association transfer fees (this shall include any and all administrative, Association and/or management fees incurred as a result of the sale of the real estate, including, but not limited to: new account set-up fees, certification fees, transfer fees, etc.), cost of acquiring Association status letters, or any documents required by the Association to facilitate the transfer of the real estate, deed preparation, title company settlement fees chargeable to Seller, the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Real Estate as required by this Contract; and shall convey marketable title (as determined with reference to the Ohio State Bar Association Standards of Title Examination) to the Real Estate by recordable and transferable deed of general warranty or fiduciary deed, if applicable, in fee simple absolute, with release of dower. Title shall be free, clear and unencumbered as of Closing, with the exception of the following, if applicable: (1) covenants, conditions, restrictions and easements of record, (2) legal highways, (3) any mortgage expressly assumed by Buyer and agreed to by Seller's current lender in writing, (4) all installments of taxes and assessments becoming due and payable after Closing, (5) zoning and other laws, (6) Association fees becoming due and payable after Closing, and (7) the following assessments (certified or otherwise): _____. Seller shall have the right at Closing to pay out of the Purchase Price any and all encumbrances or liens.

Date of Closing shall be _____, or as mutually agreed by the parties. Notwithstanding anything to the contrary, in the event that Buyer and Seller are proceeding in good faith performance under this Contract and Closing cannot occur due to occurrence or circumstance out of the direct control of either party, the Date of Closing shall be extended for a period of up to 7 calendar days. Unless otherwise agreed, such extension shall extend the terms of Possession and Occupancy by an equal number of days as Closing was extended.

Make deed to: _____.

24. POSSESSION AND OCCUPANCY: Subject to rights of tenants, possession/occupancy shall be given
1) ❑ at Closing or
2) ❑ on or before _____ o'clock ❑ (A.M.) ❑ (P.M.) ❑ (Noon) EASTERN/DAYLIGHT STANDARD TIME on _____(date), or such earlier possession/occupancy date that the Seller so notifies the Buyer.

Until such time, Seller shall have the right of possession/occupancy free of rent, unless otherwise specified, but shall pay for all utilities used. Seller shall order final 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 from such meter readings. Seller shall provide all keys, door openers, and information for items that require codes/programming no later than the time of occupancy. Seller acknowledges and agrees that prior to Buyer taking possession of the Real Estate, Seller shall remove all personal possessions not included in this Contract and shall remove all debris**. If Seller fails to vacate as agreed in this Contract or any attached post-closing occupancy agreement, Seller shall be responsible for all additional expenses, including attorney's fees, incurred by Buyer to take possession as a result of Seller's failure to vacate.** This provision shall survive the Closing and delivery of the deed, and the REALTOR® shall not be responsible for enforcement of this provision.

25. AGENCY DISCLOSURES: Buyer and Seller acknowledge having reviewed the state-mandated agency disclosure statement(s), which is an integral part of this Contract.

26. COMPANY SPECIFIC PROVISIONS: _____
_____
_____
_____.

27. M.L.S. AND PUBLIC RECORD ACKNOWLEDGEMENT: Seller and Buyer acknowledge that REALTOR® shall disclose 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. participants, affiliates, governmental agencies or other sources authorized to receive M.L.S. information shall be made. Seller and Buyer acknowledge that sales information is public record and may be accessed and used by entities, both public and private, without the consent of the parties. Seller and Buyer authorize REALTOR® to disclose financing settlement charges paid by Seller and other concession data upon inquiry by other real estate professionals and to any authorized database, as applicable, to the extent necessary to establish accurate market value.

28. SOLE CONTRACT: The parties agree that this Contract constitutes their entire agreement, and no oral or implied agreement exists. **ANY SUBSEQUENT CONDITIONS, AMENDMENTS AND/OR OTHER MODIFICATIONS TO THIS CONTRACT SHALL NOT BE VALID AND BINDING UPON THE PARTIES UNLESS IN WRITING AND SIGNED BY ALL PARTIES, UPON WHICH SUCH WRITTEN AGREEMENT SHALL BECOME AN INTEGRAL PART OF THE CONTRACT.** This Contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Electronic transmissions are an acceptable method of communication for physical delivery of the Contract, addenda(s) and notifications in this transaction and shall be binding upon the parties.

29. GENERAL TERMS: This Contract shall be interpreted and construed in accordance with the laws of the State of Ohio. Any and all Seller certifications, representations and/or warranties contained herein shall survive the actual date of closing for a period of One (1) year. If any provision of this agreement shall be deemed unenforceable by a court of law, this agreement shall be deemed modified only to the extent of such unenforceable provision(s) and the remainder of the agreement shall remain in full force and effect.

30. SELLER NON-FOREIGN STATUS. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must, under certain circumstances, withhold tax if the transferor is a foreign person. If Seller is a foreign person (as that term is defined in the Internal Revenue Code and Income Tax Regulations), Seller acknowledges and agrees that at the time of Closing, Buyer may require tax withholding from Seller's proceeds up to the maximum amount permitted by law.

31. ELECTRONIC SIGNATURES: Manual or electronic signatures on contract documents, transmitted in original, facsimile or electronic format shall be valid for purposes of this Contract and any amendments, addendums or notices to be delivered in connection with this Contract.

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

Seller and Buyer represent and warrant that, other than as referenced in this Contract (or in the information pages attached hereto), they have not engaged any other representative(s), real estate agent(s), or broker(s) in connection with this Real Estate transaction; and shall indemnify and hold harmless the other party and the other party's Agent and Brokerage from any and all liability, loss or damage, including reasonable attorney's fees and related costs arising out of, resulting from, any and all other brokerage compensation claims related to the sale of the Real Estate under this Contract.

33. ELECTRONIC/WIRE FRAUD: Email is **not** always secure or confidential. Never respond to a request that you send funds or nonpublic personal information, such as credit card or debit card numbers or bank account and/or routing numbers without first verifying the identity of the person requesting the information. If you receive an email message concerning a transaction and the email requests that you send funds or provide nonpublic personal information, **do not respond** to the email before verifying the identity of the person requesting the information and immediately contact the known individual/entity with whom you have an established relationship using a separate verified method of

communication to determine/notify of suspected email fraud. **Only send nonpublic personal information to a verified and authorized recipient, and via secure methods of communication.**

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

35. CONTRACT ACCEPTANCE DATE: As used herein, the Contract Acceptance Date shall be defined as the date on which all provisions of the Contract have been accepted and agreed by all parties to the Contract, and the document reflecting the final signatures of acceptance has been physically delivered to the other party ("Contract Acceptance Date"). **Contract performance dates and contingencies in the Contract shall commence the day following Contract Acceptance Date.**

36. EXPIRATION: This offer is void if not accepted in writing on this Contract form, with this form physically delivered to Buyer on or before _____ o'clock ❑ (A.M.) ❑ (P.M.) ❑ (Noon) EASTERN/DAYLIGHT STANDARD TIME _____ (date).

37. BUYER CERTIFICATION: Buyer certifies and warrants that the signatory(ies) below has/have full authority to enter into this agreement and that any and all additional signatories, spouse* or otherwise, who are necessary in order to purchase the property or obtain lender financing for the Real Estate purchase have expressly agreed to sign such required purchase and/or financing documents. (*Dower or other spousal rights may require signature of spouse even if spouse is not on loan or title deed.)

List all persons or entities, including yourself, who shall have an ownership interest in the Real Estate (dower/ownership rights) and/or the names of the individuals whose signature is necessary to obtain financing and/or purchase the real estate: _____.
In the event of power of attorney, trust, corporation, limited liability company, inheritance or other right to transfer, documentation of authority to purchase the Real Estate shall be provided to the title company/settlement agent upon request.

_____	_____	_____
Print Buyer's Name	Signature of Buyer or authorized party	Date/Time
_____	_____	_____
Print Buyer's Name	Signature of Buyer or authorized party	Date/Time

_____
Buyer's Address

38. ACTION AND CERTIFICATION BY SELLER: The undersigned Seller has read and fully understands the foregoing offer. Seller certifies and warrants that the signatory(ies) below are all of the title owners and each has/have full authority to enter into this Contract and that any and all additional signatories, spouse* or otherwise, who are necessary in order to convey the Real Estate, have expressly agreed to sign such required purchase and/or financing documents. (*Dower or other spousal rights may require signature of spouse even if spouse is not on title deed.).

List all persons or entities, including yourself, who own any portion of the Real Estate and/or have an ownership interest in the Real Estate (dower/ownership rights) and/or the names of the individuals whose signature is necessary in order to convey the real estate:_____
_____. In the event of power of attorney, trust, corporation, limited liability company, inheritance or other right to transfer, documentation of authority to convey the Real Estate shall be provided to the title company/settlement agent upon request.

Seller hereby:
❑ **accepts** said offer and agrees to convey the Real Estate according to the above terms and conditions,
❑ **rejects** said offer, or
❑ **counteroffers** according to the above modifications initialed and dated by Seller, which counteroffer shall become null and void if not accepted in writing on this Contract form, with this form physically delivered to Seller or Seller's agent on or before _____ o'clock ❑ (A.M.) ❑ (P.M.) ❑ (Noon) EASTERN/DAYLIGHT STANDARD TIME _____ (Date).

Print Seller's Name	Signature of Seller or authorized party	Date/Time
Print Seller's Name	Signature of Seller or authorized party	Date/Time

Seller's Address _____

[ALL OWNERS AND SPOUSES OF OWNERS MUST SIGN CLOSING DOCUMENTS.]

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THE INFORMATION PROVIDED BELOW IS FOR ADMINISTRATIVE PROCESSING

CONTRACT ACCEPTANCE DATE (DATE OF DELIVERY OF FINAL SIGNATURES): _____.
(Date/Time)

Note: Until acceptance of final offer/counter-offer has been physically delivered to the other party, either party may rescind their offer/counteroffer. Therefore, delivery of final contract to other party is to be made as soon as possible on the date of final signature(s).

RECEIPT OF EARNEST MONEY DEPOSIT: Failure to provide written verification as provided in Section 3 of the Contract to Purchase may result in Seller's termination of the Contract.
I hereby certify receipt of Earnest Money (❑ check/money order # _____, ❑ wire/electronic transfer # _____, ❑ cash, ❑ other _____) in the amount of $_____.
I further certify that the funds shall be submitted for deposit in accordance with Ohio law and acknowledge that failure to deposit in a timely manner is a violation of license law.

Print REALTOR®'s Name/Firm	REALTOR®'s Signature	Date/Time

THE INFORMATION BELOW IS REQUIRED FOR MLS, TITLE, LENDER AND ADMINISTRATIVE PROCESSING

The signatories below grant permission to the settlement agent to provide to their respective Real Estate Broker or their authorized Sales Associates, copies of the Closing Disclosure and the Settlement Statement for review prior to Closing.

Seller's Signature	Date/Time	Buyer's Signature	Date/Time
Seller's Signature	Date/Time	Buyer's Signature	Date/Time

SELLING/BUYER'S REALTOR® Firm: _____

Address _____

Broker Firm State License Number _____ Broker Firm MLS ID _____

Contact (Agent) Name _____

Contact (Agent) State License Number _____ Agent MLS Number _____

Contact (Agent) Email and Phone _____

(Principal) Broker Name _____

Close Transaction under Team Leader in MLS ❑ yes ❑ no

Team Name: _____ Team Leader: _____ MLS ID: _____

LISTING/SELLER'S REALTOR® Firm: _____

Address _____

Broker Firm State License Number _____ Broker Firm MLS ID _____

Contact (Agent) Name _____

Contact (Agent) State License Number _____ Agent MLS Number _____

Contact (Agent) Email and Phone _____

(Principal) Broker Name _____

Close Transaction under Team Leader in MLS ❑ yes ❑ no

Team Name: _____ Team Leader: _____ MLS ID: _____

DRAFT