

**PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE**

1 **BUYER** The undersigned _____ offers to buy the
 2 **PROPERTY** located at _____,
 3 City _____, Ohio, Zip _____.
 4 Permanent Parcel No. _____, and further described as being: _____

5 _____
 6 The property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
 7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are now
 8 on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings,
 9 screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and control unit,
 10 smoke detectors, garage door opener(s) and _____ controls; all permanently attached carpeting. The following
 11 items shall also remain: satellite dish; range and oven; microwave; kitchen refrigerator;
 12 dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning; gas grill;
 13 fireplace tools; screen; glass doors and grate; all existing window treatments; ceiling fan(s); wood
 14 burner stove inserts; gas logs; and water softener. Also included: _____

15 _____
 16 NOT included: _____

17 **SECONDARY OFFER** This is is not a secondary offer. This secondary offer, if applicable, will become
 18 a primary offer upon BUYER's receipt of a signed copy of the release of the primary offer on or before
 19 _____ (date). BUYER shall have the right to terminate this secondary offer at any time
 20 prior to BUYER's receipt of said copy of the release of the primary offer by delivering written notice to the
 21 SELLER or the SELLER's agent. BUYER shall deposit earnest money within four (4) days of becoming the
 22 primary offer.

23 **PRICE** BUYER shall pay the sum of \$ _____

24 Payable as follows:
 24a **Earnest Money** paid to Broker will be deposited in a non-interest bearing trust account and credited against purchase price.
 24b In the event of a dispute between the seller and buyer regarding the disbursement of the earnest money, the broker is
 24c required by Ohio law to maintain such funds in his trust account until the broker receives (a) written instruction signed by the
 24d parties specifying how the earnest money is to be disbursed or (b) a final court order that specifies to whom the earnest
 24e money is to be awarded. If within two years from the date the earnest money was deposited in the broker's trust account, the
 24f parties have not provided the broker with such signed instructions or written notice that such legal action to resolve the
 24g dispute has been filed, the broker shall return the earnest money to the purchaser with no further notice to the seller.

25 \$ _____

26 Check to be deposited immediately upon the
 27 formation of a binding AGREEMENT, as defined
 28 below on lines 227-234.
 29 Note to be redeemed within four (4) days after
 30 formation of a binding AGREEMENT, as defined
 31 below on lines 227-234.
 32 Cash to be deposited in escrow \$ _____
 33 Mortgage loan to be obtained by BUYER \$ _____
 34 CONVENTIONAL, FHA, VA, OTHER _____
 35 _____

36 **FINANCING** BUYER shall make a written application for the above mortgage loan within _____
 37 days after acceptance and shall obtain a commitment for that loan on or about _____,
 38 _____. If, despite BUYER's good faith efforts, that commitment has not been obtained, then this
 39 AGREEMENT shall be null and void. Upon signing of a mutual release by SELLER and BUYER, the earnest

40 money deposit shall be returned to the BUYER without any further liability of either party to the other or to
41 Broker and their agents.

42 **CLOSING** All funds and documents necessary for the completion of this transaction shall be placed in escrow
43 with the lending institution or escrow company on or before _____, _____, and title shall be
44 transferred on or about _____, _____.

45 **POSSESSION** SELLER shall deliver possession to BUYER on _____ (date) at _____ (time)
46 AM PM, provided the title has transferred. Subject to BUYER's rights, if any, the premises may be occupied
47 by the SELLER free for _____ () days. Additional _____ days at a rate of
48 \$ _____ per day. Payment and collection of fees for use and occupancy after transfer of title are the
49 sole responsibility of SELLER and BUYER.

50 **TITLE** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if
51 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any
52 mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and
53 encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if
54 any, and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an
55 Owner's Fee Policy of Title Insurance from _____
56 (title company – if BUYER has a preference) in the amount of the purchase price with cost of the insuring
57 premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish an
58 Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have
59 thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title
60 subject to each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in
61 which case neither BUYER, SELLER nor any REALTOR(S)[®] shall have any further liability to each other, and
62 both BUYER and SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest
63 money to BUYER.

64 **PRORATIONS** General taxes, annual maintenance fees, subdivision charges, special assessments, city
65 and county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and
66 assessments shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate
67 is not yet available or the improved land is currently valued as land only, taxes and assessments shall be
68 prorated based upon 35% of the selling price times the millage rate. The escrow agent is instructed to
69 contact the local governmental taxing authority, verify the correct tax value of the property as of the date of
70 title transfer and pay the current taxes due to the date of the title transfer. If the property being transferred
71 is new construction and recently completed or in the process of completion at the time the AGREEMENT
72 was signed by the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be
73 owed on the value of the improved property to the date of title transfer and reserve sufficient funds in
74 escrow from SELLER's net proceeds to pay those taxes when they become due and payable after title
75 transfer. The escrow agent is instructed to release the balance of the funds on reserve once they receive
76 notice from the local county auditor that the taxes on the land and improvements have been paid in full to
77 the date of title transfer. BUYER acknowledges that the latest available tax duplicate may not reflect the
78 accurate amount of taxes and assessments that will be owed. SELLER agrees to reimburse BUYER
79 directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet
80 certified, taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any
81 proposed taxes or assessments, public or private, except the following: _____

82 _____
83 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),
84 BUYER SELLER agrees to pay the amount of such recoupment.

85 **CHARGES/ESCROW INSTRUCTIONS** This AGREEMENT shall be used as escrow instructions subject to the
86 Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real
87 estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by
88 BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d)
89 prorations due BUYER, e) Broker's commissions, and f) one-half of the escrow (unless VA/FHA regulations
90 prohibit payment of escrow fees by BUYER in which case SELLER shall pay the entire escrow fee). SELLER
91 shall pay directly all utility charges to the date of title transfer or date of possession, whichever is later. The
92 escrow agent shall withhold \$ _____ from the proceeds due SELLER for the SELLER's final
93 water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

94 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the
95 escrow fee b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; and c) all recording
96 fees for the deed and any mortgage. BUYER shall secure new insurance on the property.

97 BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by
98 BUYER which will will not be provided at a cost of \$_____ charged to SELLER BUYER from
99 escrow at closing. SELLER and BUYER acknowledge that this LIMITED HOME WARRANTY PROGRAM will not
100 cover any pre-existing defects in the property. Broker may receive a fee from the home warranty provider.

101 The SELLER(s) The BUYER(s) hereby authorize and instruct the escrow agent to send a copy of their fully
102 signed HUD1 Settlement Statement to the Broker representing them listed on this AGREEMENT promptly after
103 closing.

104 **INSPECTION** This AGREEMENT shall be subject to the following inspection(s) by a qualified inspector of
105 BUYER's choice within the specified number of days from formation of binding AGREEMENT. BUYER assumes
106 sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of
107 any and all liability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections,
108 BUYER acknowledges that BUYER is acting against the advice of BUYER's agent and broker. BUYER
109 understands that all real property and improvements may contain defects and conditions that are not readily
110 apparent and which may affect a property's use or value. BUYER and SELLER agree that the REALTORS® and
111 agents do not guarantee and in no way assume responsibility for the property's condition. BUYER acknowledges
112 that it is BUYER's own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or
113 BUYER's inspectors regarding the condition and systems of the property.

114 INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHAVA DO NOT
115 NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

116 **WAIVER** _____ (initials) BUYER elects to waive each professional inspection to which BUYER has
117 not indicated "YES." Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such
118 inspection and shall be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.

Choice		Inspection	Expense	
Yes	No		BUYER's	SELLER's
<input type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	SEPTIC SYSTEM _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	WATER POTABILITY _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	WELL FLOW RATE _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	RADON _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	OTHER _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>

127
128 MOLD * _____ days from acceptance of AGREEMENT
129 Buyer is advised to hire a professional inspector who is qualified to determine whether mold is present in the property,
130 what type of mold is present and to propose an appropriate treatment of any mold that is discovered. Both prior and current
131 water leaks and water damage to a property can result in existence of mold which may cause adverse health effects .

132 After each inspection requested, BUYER shall have three (3) days to elect one of the following: a) Remove the
133 inspection contingency and accept the property in its "AS IS" PRESENT PHYSICAL CONDITION; or b) Accept
134 the property subject to SELLER agreeing to have specific items, that were either previously disclosed in writing by
135 the SELLER or identified in a written inspection report, repaired by a qualified contractor in a professional manner
136 at SELLER's expense; or c) Terminate this AGREEMENT if written inspection report(s) identify material latent
137 defects NOT previously disclosed in writing by the SELLER and any cooperating real estate Broker.
138 If the property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an
139 Amendment To Purchase AGREEMENT removing the inspection contingency and this AGREEMENT will proceed
140 in full force and effect. If the property is accepted subject to the SELLER repairing specific defects, BUYER shall
141 provide to SELLER a copy of the inspection report(s) and sign an Amendment To Purchase Agreement removing
142 the inspection contingency and identifying the defects which are to be repaired. SELLER and BUYER shall have
143 three (3) days from SELLER's receipt of the written list of defects and the inspection report(s) to agree in writing
144 which defects, if any, will be corrected at SELLER's expense. If a written AGREEMENT is not signed by SELLER

145 and BUYER within those three (3) days, this AGREEMENT is null and void and SELLER and BUYER agree to
146 sign a mutual release. If the BUYER elects to terminate this AGREEMENT based upon newly discovered material
147 latent defects in the property, BUYER shall provide a copy of the written inspection report to the SELLER and
148 both parties agree to promptly sign a mutual release. Upon signing of a mutual release by SELLER and BUYER,
149 the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other
150 or to Broker(s).

151 The BUYER and SELLER can mutually agree **IN WRITING** to extend the dates for inspections, repairs, or to
152 exercise their right to terminate the AGREEMENT. SELLER agrees to provide reasonable access to the property
153 for BUYER to review and approve any conditions corrected by SELLER.

154 Yes No

155 **PEST/WOOD DESTROYING INSECTS** An inspection of all structures on said premises shall be
156 made by a licensed inspection or exterminating agency of BUYER's or SELLER's choice at BUYER's
157 SELLER's expense and such agency's written report shall be made available to the BUYER before closing. If
158 such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the
159 condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a
160 period of at least one year in the case of termites and a certificate of guarantee for a period of at least 60 days in
161 the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE BUYER
162 OR SELLER (unless FHA/VA regulations prohibit payment of inspection by BUYER, in which case SELLER
163 shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair, if it exceeds \$500.00.

164 Yes No

165 **LEAD BASED PAINT** BUYER shall have the right to have a risk assessment or inspection of the
166 property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at
167 BUYER's expense within ten (10) days after formation of a binding AGREEMENT. (Intact lead-based paint that is
168 in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home"
169 for more information.) In the event existing deficiencies or corrections are identified by the inspector in their
170 written report, BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the
171 specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately
172 provide the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to
173 immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of
174 the inspection report and BUYER's request of repairs, SELLER will have the option to either agree to correct the
175 deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the
176 deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk
177 assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct
178 the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its "AS IS" condition.
179 BUYER may remove this right of inspection at any time without SELLER's consent.

180 BUYER HAS _____ (BUYER's initials) received a copy of the EPA pamphlet entitled "PROTECT
181 YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT
182 AND/OR LEAD-BASED PAINT HAZARDS."

183 BUYER HAS NOT _____ (BUYER's initials) received a copy of the EPA pamphlet entitled
184 "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED
185 PAINT AND/OR LEAD-BASED PAINT HAZARDS (disclosure form)." This offer is subject to the SELLER
186 completing the disclosure form and BUYER's review and approval of the information contained on the disclosure
187 form within _____ days from receipt.

188 **MEGAN'S LAW** SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to Ohio's
189 sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and
190 agrees to inquire with the local sheriff's office. BUYER agrees to assume the responsibility to check with the local
191 sheriff's office for additional information. BUYER will rely on BUYER's own inquiry with the local sheriff's office as
192 to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the
193 transaction.

194 **CONDITION OF PROPERTY** BUYER has examined the property and agrees that the property is being
195 purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on
196 the state of Ohio Residential Property Disclosure Form or identified by any inspections requested by either party.
197 SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of
198 acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or

199 statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this
200 AGREEMENT or on the Residential Property Disclosure Form.

201 BUYER HAS _____ (BUYER's initials) received a copy of the Residential Property Disclosure
202 Form signed by SELLER on _____ (date) prior to writing this offer.

203 BUYER HAS NOT _____ (BUYER's initials) received a copy of the Residential Property
204 Disclosure Form. This offer is subject to the SELLER completing the Residential Property Disclosure Form and
205 BUYER's review and approval of the information contained on the disclosure form within _____ days from
206 receipt.

207 SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time
208 of transfer of utilities. SELLER agrees to comply with any and all local governmental point of sale laws and/or
209 ordinances. SELLER will promptly provide BUYER with copies of any notices received from governmental
210 agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER
211 shall have _____ () days after receipt by BUYER of all notices to agree in writing which party will be
212 responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot
213 agree in writing, this AGREEMENT can be declared null and void by either party.

214 **REPRESENTATIONS AND DISCLAIMERS** BUYER acknowledges that the SELLER completed the Residential
215 Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements or
216 errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker(s) and their
217 agents have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER
218 hereby acknowledges that any representation by SELLER or the real estate agent(s) regarding the square
219 footage of the rooms, structures or lot dimensions, homeowners fees, public and private assessments, utility bills,
220 taxes and special assessments are approximate and not guaranteed. Please list any and all verbal
221 representations made by Broker(s) or their agents that you relied upon when purchasing this property (if none,
222 write "none"). NONE.

223 **DAMAGE** If any building or other improvements are destroyed or damaged in excess of ten percent of the
224 purchase price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and
225 complete this transaction or may terminate this AGREEMENT and receive the return of all deposits made. If such
226 damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior condition.

227 **BINDING AGREEMENT** Upon written acceptance and then either written or verbal notice of such acceptance to
228 the last-offering party, this offer and any addenda listed below shall become a LEGALLY BINDING AGREEMENT
229 UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire
230 understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to
231 this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile signatures shall be
232 deemed binding and valid. This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's
233 usual conditions of acceptance. For purposes of this AGREEMENT, "days" shall be defined as calendar days.
234 **This AGREEMENT is a legally binding contract. If you have any questions of law, consult your attorney.**

235 **ADDENDA** The additional terms and conditions in the attached addenda Agency Disclosure Form
236 Residential Property Disclosure Form VA FHA FHA Home Inspection Notice Condo House Sale
237 Contingency Addendum House Sale Concurrence Addendum Lead Based Paint Other _____
238 are made part of this AGREEMENT. **The terms and conditions of any addenda supersede any conflicting**
239 **terms in the purchase AGREEMENT.**

240 _____
241 (BUYER) (ADDRESS AND ZIP CODE)

242 _____
243 (BUYER) (PHONE NO.) (DATE)

244 **DEPOSIT RECEIPT** Receipt is hereby acknowledged, of \$ _____ check note, earnest money, subject to
245 terms of the above offer.

246 By: _____ Office: _____ Phone: _____

247 **ACCEPTANCE** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from
248 SELLER's escrow funds a commission of _____ percent (_____%)
249 of the purchase price to _____ (Broker)
250 _____ (Address)
251 and _____ percent (_____%) of the
252 purchase price to _____ (Broker)
253 _____ (Address)
254 as the sole procuring agents in this transaction.

255 _____
256 (SELLER) (ADDRESS AND ZIP CODE)

257 _____
258 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

259 _____
260 (SELLER) (ADDRESS AND ZIP CODE)

261 _____
262 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

263 The following information is provided solely for the Multiple Listing Services' use and will be completed by the
264 Brokers or their agents and is not part of the terms of the Purchase AGREEMENT.

265	Multiple Listing Information	
266	_____	_____
267	(Listing agent name)	(Listing agent license #)
268	_____	_____
269	(Listing broker name)	(Listing broker office #)
270	_____	_____
271	(Selling agent name)	(Selling agent license #)
272	_____	_____
273	(Selling broker name)	(Selling broker office #)