

PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE

BUYER The undersigned _____ offers to buy the

PROPERTY located at _____,

City _____, Ohio, Zip _____.

Permanent Parcel No. _____, and further described as being: _____

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

NOT Included: _____

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

PRICE BUYER shall pay the sum of \$ _____

Payable as follows:

Earnest money paid to Broker will be deposited in a non-interest bearing trust account and credited against purchase price.

\$ _____

Check to be deposited immediately upon the formation of a binding AGREEMENT.

Note to be redeemed within four (4) days after formation of a binding AGREEMENT.

Cash to be deposited in escrow

\$ _____

Mortgage loan to be obtained by BUYER

\$ _____

CONVENTIONAL, FHA, VA, OTHER _____

FINANCING BUYER shall make a written application for the above mortgage loan within _____ days after acceptance and shall obtain a commitment for that loan on or about _____, _____. If, despite BUYER's good faith efforts, that commitment has not been obtained, then this Agreement shall be null and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other or to Broker and their agents.

NOTE: In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

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

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

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

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

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

CHARGES/ESCROW INSTRUCTIONS This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real estate transfer tax, b) any amount required to discharge any mortgage, lien or encumbrance not assumed by BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d) prorations due BUYER, e) Broker's commissions, f) one-half of the escrow fee and g) other _____

(unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession

whichever is later. The escrow agent shall withhold \$_____ from the proceeds due SELLER for the SELLER's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

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

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

The SELLER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1 Settlement Statement to the Brokers listed on this Agreement promptly after closing.

The BUYER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1 Settlement Statement to the Brokers listed on this Agreement promptly after closing.

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

INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHA/VA DO NOT NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

WAIVER: _____ (initials) BUYER elects to waive each professional inspection to which BUYER has not indicated "YES." Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such 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"/>

After each inspection requested, BUYER shall have three (3) days to elect one of the following: a) Remove the inspection contingency and accept the property in its "AS IS" PRESENT PHYSICAL CONDITION; or b) Accept the property subject to SELLER agreeing to have specific items, that were either previously disclosed in writing by the SELLER or identified in a written inspection report, repaired by a qualified contractor in a professional manner at SELLER's expense; or c) Terminate this AGREEMENT if written inspection report(s) identify material latent defects NOT previously disclosed in writing by the SELLER and any cooperating real estate Broker.

If the property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an Amendment To Purchase Agreement removing the inspection contingency and this AGREEMENT will proceed in

full force and effect. If the property is accepted subject to the SELLER repairing specific defects, BUYER shall provide to SELLER a copy of the inspection report(s) and sign an Amendment To Purchase Agreement removing the inspection contingency and identifying the defects which are to be repaired. SELLER and BUYER shall have three (3) days from SELLER's receipt of the written list of defects and the inspection report(s) to agree in writing which defects, if any, will be corrected at SELLER's expense. If a written AGREEMENT is not signed by SELLER and BUYER within those three (3) days, this Agreement is null and void and SELLER and BUYER agree to sign a mutual release. If the BUYER elects to terminate this AGREEMENT based upon newly discovered material latent defects in the property, BUYER shall provide a copy of the written inspection report to the SELLER and both parties agree to promptly sign a mutual release. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other or to Broker(s).

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

Yes No

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

Yes No

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

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

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

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

CONDITION OF PROPERTY BUYER has examined the property and agrees that the property is being purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on the state of Ohio Residential Property Disclosure Form or identified by any inspections requested by either party. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this AGREEMENT or on the Residential Property Disclosure Form.

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

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

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

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

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

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

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

(BUYER) (ADDRESS AND ZIP CODE)

(BUYER) (PHONE NO) (DATE)

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

By: _____ Office: _____ Phone: _____

(SELLER) (ADDRESS AND ZIP CODE)

(PRINT SELLER'S NAME) (PHONE NO) (DATE)

(SELLER) (ADDRESS AND ZIP CODE)

(PRINT SELLER'S NAME) (PHONE NO) (DATE)