

Heartland Real Estate Association
BARE LAND - OFFER TO PURCHASE

This is a legally binding contract when signed by both parties.
This form has been approved by Association Legal Counsel. For member use only.



Type or print names as to appear on deed:

Purchaser 1 Printed Name Married Single

Seller 1 Printed Name Married Single

Purchaser 2 Printed Name Married Single

Seller 2 Printed Name Married Single

Purchaser's Agent License Number

Seller's Agent License Number

Purchaser's Brokerage License Number

Seller's Brokerage License Number

1. LEGAL DESCRIPTION/ADDRESS: The undersigned (whether one or more persons) hereinafter called the "**Purchaser**", hereby offers and agrees to purchase from the (whether one or more persons), "**Seller**", and the Seller agrees to sell the following described premises:

Common Address: _____

Parcel #: _____

Legal Description: _____

_____ together with all hereditaments, appurtenances, rights, privileges, and easements thereunto belonging, but subject to all legal highways, zoning ordinances, easements, restrictions, and conditions of record. The foregoing may be referred to in this agreement as the "**Property**".

2. PURCHASE PRICE: Choose Option 1 or Option 2:

Option 1: \$ _____ (**Purchase Price**) Additional Terms _____

Option 2: \$ _____ per acre. Option 2-purchase price shall be determined by multiplying the total number of acres to the nearest one-one hundredth of an acre, determined by survey. Additional Terms: _____

3. SPECIAL PROVISIONS:

4. EARNEST MONEY DEPOSIT: Purchaser has paid or shall pay \$ _____ as Earnest Money

- With this Offer to Purchase
- upon acceptance or by _____.

Money shall be deposited in the trust account of _____ ("**Brokerage**" or "**Broker**").

5. BALANCE OF PURCHASE PRICE: The balance of the Purchase Price shall be paid by certified, cashier's, official bank, attorney or title company trust account check on the date of Closing.

Purchaser's Initials _____ Address _____ Seller's Initials _____

6. ACCEPTANCE OF CONDITIONS: This Property is being purchased in its present physical condition after examination by the Purchaser, and the Purchaser is relying solely upon such examination with reference to condition, value, character, and size of the Property and improvements and fixtures, if any, and is not relying upon facts as set forth in any REALTOR® information sheet or MLS publication.

7. FINANCING CONTINGENCY: (check one)

- NO**, this is a cash offer and no financing is required
- YES**, this Contract will be contingent upon financing as set forth below.

Purchaser agrees that within _____ calendar days of written acceptance of this Offer, Purchaser will apply for a loan at current rates and terms. Purchaser's best efforts shall be used to obtain said loan. If, despite Purchaser's best efforts, Purchaser cannot obtain a commitment for such financing within _____ calendar days after Seller's written acceptance of Offer, this agreement shall thereupon terminate and be null and void with no further liability of either Purchaser or Seller to the other unless Purchaser and Seller mutually agree in writing to extend this agreement. Purchaser's agent shall inform listing REALTOR®, in writing, immediately upon receipt of a definite commitment or non-commitment of financing. Purchaser shall specify the means of financing below by marking an "X" by the appropriate financing type. Upon written failure of this financing contingency within the time frame provided, all Earnest Money shall be refunded to Purchaser.

Conventional Loan: The Purchaser's obligation to close this transaction is contingent upon Purchaser applying and qualifying for : fixed or adjustable or other first mortgage loan on the Property at prevailing rates and terms

FHA **USDA** **VA Loan:** The Purchaser's obligation to close this transaction is contingent upon obtaining a written commitment for a FHA, fixed or adjustable (including FHA/USDA/VA required closing costs) at prevailing rates and terms. When the Purchaser is financing through FHA, USDA or VA, the Seller may be required to pay certain fees on behalf of the Purchaser. Information regarding these costs may be requested from the designated Lending Institution. Seller agrees to pay discount points, other prepaid expenses and/or closing costs ordinarily deemed a Purchaser's expense in an amount not to exceed \$ _____ (Including FHA/VA required closing costs).

Other Loan, (specify) _____

Purchaser and Seller are each responsible for obtaining for themselves sufficient information to give them a complete understanding of any financing to be obtained, as well as any legal or tax consequences from the sale or purchase of the Property. Said information should be obtained from experts in the aforementioned fields and the parties should not rely on the representations of others, including the REALTORS® involved in this transaction, for advice in this regard.

8. INCLUSIONS/EXCLUSIONS OF SALE: The Property shall include the following now on the premises, in their present condition: all land, buildings, fixtures, electrical, heating, plumbing systems, all remaining landscaping/vegetation remaining and/or sold under the terms of this contract are sold "AS IS", and neither Seller nor his Agents are responsible as to condition or operating capabilities. **The following items are excluded from the sale of the Property:**

9. PERSONAL PROPERTY: The following items of personal property will be included with the sale of the Property:

10. SELLER CERTIFICATION: Seller certifies that Seller owns all of the above items of personal property included in the sale and that they will be free and clear of any debt, lien or encumbrances at Closing with the following exceptions:

(Specify) _____. Seller further certifies that all of the above items included in the sale are and will be operational on the date of possession with the following exceptions: (Specify) _____. Seller further certifies that no City, County, or State orders have been served upon Seller requiring work to be done or improvements performed with the following exceptions: (Specify) _____. Seller states that any citations filed by local authorities alleging any zoning or building code violations have been disclosed in writing to Purchaser.

11. SELLER MAINTENANCE: Until physical possession is delivered to Purchaser, Seller shall continue to maintain the Property, including the grounds and improvements thereon, in good condition and repair. Seller further agrees that until physical possession is delivered to the Purchaser, the Property will be in as good condition as it is presently except for normal wear. If, prior to Closing, the Property is damaged and the Property is not repaired or restored by and at the Seller's expense as it was prior to the damage, the Purchaser shall have the option to terminate this Contract by written notice to the Seller. While this Contract is pending, Seller shall not change an existing lease or enter into any new lease nor make and substantial alterations or repairs without the consent of the Purchaser.

12. RISK OF LOSS: If any buildings or other improvements on the subject premises are substantially damaged or destroyed prior to Closing, then Purchaser shall have the option of (a) accepting the proceeds of any insurance payable as a result of such damage or destruction or (b) terminating this Contract in which latter case all funds and documents shall be returned to the parties depositing them and this Contract shall be null and void. Purchaser must make such decision in writing to select Option (a) or (b) and present it to the Seller within fifteen (15) calendar days after receiving notice of such damage or destruction.

13. OHIO'S SEX OFFENDER REGISTRATION AND NOTIFICATION LAW: Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community if certain sex offenders, as defined in ORC Chapter 2950 reside in the area. This agreement is conditioned upon Purchaser's satisfaction with Purchaser's investigation of public records available pursuant to the applicable ORC sections. In the event that Purchaser's investigation uncovers unsatisfactory information, Purchaser may terminate this agreement within five (5) business days from written acceptance. **The Purchaser is relying on Purchaser's own inquiry with the local sheriff's office as to the registered sex offenders in the area and is not relying on the Seller or any real estate agent regarding such matters.**

14. UTILITIES: Seller shall be liable for any compliance requirements required by gas, electric, and/or other utility companies at the time of transfer of utilities, even though such transfer may occur after Closing. Any utility defects discovered or occurring after the transfer of service by the utility providers shall be the responsibility of the Purchaser. Seller shall pay all accrued utility bills to the date of delivery of possession of the Property.

15. PRORATIONS AND FEES: Taxes and assessments, if any, shall be pro-rated to the date of delivery of the deed for the subject premises. If subject property is currently enrolled in CAUV tax reduction program, purchaser will or will not keep subject property enrolled in CAUV. If not, seller or purchaser will pay recoupment. Any property in CRP (Conservation Reserve Program) will be continued by the purchaser through the duration of the CRP contract. In pro-rating taxes and assessments, the latest available rates and valuations shall be used.

16. CONTINGENCIES: Purchaser(s) offer is contingent upon the following items:

Survey	<input type="checkbox"/> Requests	<input type="checkbox"/> Declines	<input type="checkbox"/> Purchaser Pay	<input type="checkbox"/> Seller Pay
Well and Septic Inspection and/or Site Evaluation (with permits issued)	<input type="checkbox"/> Requests	<input type="checkbox"/> Declines	<input type="checkbox"/> Purchaser Pay	<input type="checkbox"/> Seller Pay
Flood Plan Verification	<input type="checkbox"/> Requests	<input type="checkbox"/> Declines	<input type="checkbox"/> Purchaser Pay	<input type="checkbox"/> Seller Pay
Driveway Permit	<input type="checkbox"/> Requests	<input type="checkbox"/> Declines	<input type="checkbox"/> Purchaser Pay	<input type="checkbox"/> Seller Pay
City/Township/Regional Planning/Zoning Approval	<input type="checkbox"/> Requests	<input type="checkbox"/> Declines	<input type="checkbox"/> Purchaser Pay	<input type="checkbox"/> Seller Pay
City/Township/Regional Planning Board of Health Split	<input type="checkbox"/> Requests	<input type="checkbox"/> Declines	<input type="checkbox"/> Purchaser Pay	<input type="checkbox"/> Seller Pay
Deed Restrictions/Restrictive Covenants	<input type="checkbox"/> Requests	<input type="checkbox"/> Declines	<input type="checkbox"/> Purchaser Pay	<input type="checkbox"/> Seller Pay
Mineral Rights of Record	<input type="checkbox"/> Requests	<input type="checkbox"/> Declines	<input type="checkbox"/> Purchaser Pay	<input type="checkbox"/> Seller Pay
Environment Assessment	<input type="checkbox"/> Requests	<input type="checkbox"/> Declines	<input type="checkbox"/> Purchaser Pay	<input type="checkbox"/> Seller Pay
Tap Fees	<input type="checkbox"/> Requests	<input type="checkbox"/> Declines	<input type="checkbox"/> Purchaser Pay	<input type="checkbox"/> Seller Pay
Other: (Specify) _____	<input type="checkbox"/> Requests	<input type="checkbox"/> Declines	<input type="checkbox"/> Purchaser Pay	<input type="checkbox"/> Seller Pay

Any contingencies to begin within ____ calendar days after offer is accepted by all parties and to be completed within ____ calendar days after acceptance of Offer to Purchase. Purchaser(s) must obtain any and all written permits or approvals within ____ calendar days after acceptance of Offer to Purchase.

Purchaser(s) Title search must not discover any easements upon the property that would interfere with Purchaser(s) intended use, which is _____ . Seller(s) has no knowledge of any recorded or unrecorded easements, which are not disclosed in this offer.

City requested sidewalks will be at the Purchaser(s) expense unless Seller(s) were notified prior to entering into this Offer to Purchase.

Purchaser's Initials _____ Address _____ Seller's Initials _____

17. WAIVER OF CONTINGENCIES: (SHOULD NOT BE FILLED OUT IF CONTINGENCIES HAVE BEEN REQUESTED IN PARAGRAPH 15.)

Purchaser agrees to waive all right to contingencies and agrees to accept the property in "AS IS" condition. (**Purchaser to initial**)_____.

18. CLOSING: The Closing or escrow shall be held at the office of _____ on or before _____ "Closing Date" or at such time as mutually agreeable to all parties but no later than the Closing Date. Purchaser may make a final "walk through" inspection of the Property within (3) calendar days prior to Closing to assure that the condition of the Property has not been materially changed. Seller and Purchaser shall pay their respective share of the closing agent's closing fees.

19. POSSESSION AND OCCUPANCY: Possession and occupancy of the Property shall be delivered: at Closing on or before _____, 20__ at _____ A.M. P.M., unless subject to farm rights which are as follow: _____

Until such time, Seller shall have the right of Possession/Occupancy free of rent, unless otherwise specified, but shall pay all utilities used until possession is delivered to Purchaser. Seller acknowledges and agrees that prior to Purchaser taking possession of the Real Estate, Seller shall remove all personal possessions and debris not included in this Contract.

20. WARRANTY DEED: Seller shall deliver to Purchaser a good and sufficient warranty deed with appropriate release of dower (if any) conveying a good and marketable title to the Property free and clear of all liens and encumbrances whatsoever except (i) taxes and assessments, both general and special, which become due and payable after Closing, (ii) restrictions, conditions, and easements of record which do not adversely affect the use or value of the Property, (iii) legal highways, and (iv) governmental restrictions including zoning ordinances. Merchantability of the title shall be determined in accordance with the Standards of Title Examination adopted by the Ohio State Bar Association.

21. DEED PREPARATION: Seller shall furnish and pay for cost of deed preparation, appropriate transfer and/or conveyance fee assessed by the Office of the County Auditor, as well as the following, if any _____.

22. TITLE EVIDENCE: Title Evidence is customarily paid for and provided by the Purchaser. Purchaser is hereby put on notice that Lenders Title Insurance or Lenders Title Opinion DOES NOT protect the Purchaser. Purchaser must pay for an Owner's Title Insurance Policy to protect Purchaser's interest. Purchaser must also request a stake or location survey if one is desired. If Seller's Title is found to be defective, by not being in compliance with this Contract, Purchaser shall notify Seller in writing of such defect and Seller shall have _____ calendar days after receipt of such notice to cure such defect (in which case, Closing shall be delayed for a similar amount of time). If Seller is unable (within the time provided) or unwilling (by written notice to Purchaser) to remove the defect, Purchaser may either (i) accept title to the Property subject to such defect or (ii), by written notice to Seller, terminate this Contract and receive a full refund of the Earnest Money and thereafter neither Seller nor Purchaser shall be under any further obligation hereunder to the other party and documents shall be returned to the parties depositing them with the appropriate release signed by all parties where applicable. Purchaser's obligations under this contract are subject to Purchaser's approval of the condition of title as shown by the title insurance company. Purchaser shall notify Seller of any objections to the condition of title within seven (7) business days after receipt of the title report.

23. INDEMNITY: Seller and Purchaser recognize that the REALTORS® involved in the sale of subject Property are relying on all information provided herein or supplied by Seller or Seller's sources and Purchaser and Purchaser's sources in connection with the Property, 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 fee) resulting from any misrepresentation or concealment of Seller or Seller's sources and/or Purchaser and Purchaser's sources and from any liability resulting for any incorrect information obtained from courthouse records, utility companies, or other sources of information.

Purchaser's Initials _____ Address _____ Seller's Initials _____

24. ADDENDA: Incorporated with this Offer to Purchase as if fully set forth herein are the following:

- Addendum #1 - State of Ohio Agency Disclosure Statement
- Addendum #2 - Other (specify) _____
- Addendum #3 - Other (specify) _____

25. FAIR HOUSING STATEMENT: Ohio Revised Code 4735.55. It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of ORC§ 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

26. TERMINATION PROCEDURES: If the final Offer is not accepted, all deposits shall promptly be returned to Purchaser. In the event the final Offer is accepted and becomes an Agreement and (a) the title is not marketable, (b) Purchaser elects to terminate this Agreement as set forth in Paragraph 3, 7, 11, 12, 13, 16, 18, and 22 or (c) any of the contingencies are not met or waived and Purchaser or Seller notifies the other within the applicable time period of such party's desire to terminate this Agreement, all deposits shall promptly be returned to Purchaser. In the event of default by either Purchaser or Seller, the other party may pursue any legal or equitable remedies against the party in default, including but not limited to specific performance. If the deposit is held by a broker it is understood that the broker shall comply with all rules of the Ohio Division of Real Estate. **In the event of a dispute between Seller and Purchaser regarding the disbursement of the earnest money, the broker is required by Ohio law to maintain such funds in its trust account until the broker receives (a) written instructions signed by both 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, within two (2) years from the date the 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 Purchaser with no further notice to Seller.

27. ANTI-FRAUD DISCLOSURE TO CONSUMERS: Electronic communications such as email, text messages and social medial messaging are neither secure nor confidential. While _____ (Brokerage Name and referred to as "Brokerage" for the remainder of this section) has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties. The Brokerage will never send you any electronic communication with instructions to transfer funds or to provide nonpublic personal information, such as credit card or debit numbers or bank account and/or routing numbers.

YOU SHOULD NEVER TRANSMIT NONPUBLIC PERSONAL INFORMATION, SUCH AS CREDIT OR DEBIT CARD NUMBERS OR BANK ACCOUNT OR ROUTING NUMBERS, BY EMAIL OR OTHER UNSECURED ELECTRONIC COMMUNICATION. EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS ARE COMMON AND MAY APPEAR TO COME FROM A TRUSTED SOURCE.

If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM THE BROKERAGE do not respond to it and immediate contact the Brokerage. Such requests, even if they may otherwise appear to be from the Brokerage, are likely part of a scheme to defraud you by stealing funds from you or using your identity to commit a crime. To notify the Brokerage of suspected fraud related to your real estate transaction, contact:

Agent email address _____ Brokerage Phone Number _____
 Purchaser's Initial(s) _____.

28. GENERAL PROVISIONS: The following provisions apply to all paragraphs of this Agreement: (a) upon Acceptance, this Agreement shall be binding upon each of the parties and their respective heirs, legal representatives, successors and assigns; (b) this Agreement shall not be assigned by Purchaser without the prior written consent of Seller, which consent shall not be unreasonable withheld; (c) the term "Agreement" as used herein means this Offer to Purchase Agreement and all addenda, exhibits and amendments thereof; (d) this Agreement shall be governed and interpreted by the laws of the State of Ohio; (e) time is of the essence in the interpretation and implementation of this Agreement; (f) by signing this Agreement, Purchaser represents that all Purchasers are of legal age and capacity and have authority to enter into this Agreement; (g) by signing this Agreement, Seller represents that all Sellers are of legal age and capacity, have sole and complete authority to enter into this Agreement and to sell the Property and that the consent or approval of no other person or entity is required; (h) unless otherwise specified herein, all provisions of this Agreement shall survive

Purchaser's Initials _____ Address _____ Seller's Initials _____

Closing; (i) this Agreement may be executed in counterparts, each of which shall constitute an original; a fax or scanned copy shall constitute an executed original counterpart; (j) this agreement may may not be executed by the parties, or either of them, by electronic signature (if neither option is selected, then this Agreement may be executed by electronic signature by the parties, or either of them); (k) any notices required by this Agreement shall be in writing and shall be delivered personally, by U.S. mail, postage prepaid, by facsimile, or by e-mail, and shall be deemed to be given upon actual receipt or two (2) days after mailing, whichever first occurs; (l) receipt of any notice required by this Agreement by the agent of any party to this Agreement, shall be deemed receipt of the notice by that party; (m) unless expressly specified to the contrary herein the term "days" shall mean calendar days" and (n) this Agreement contains the entire agreement between the parties and there are no agreements, representations, warranties, oral or written, which are not set forth herein.

29. CONSENT OF THE PARTIES: Seller and Purchaser authorize Brokers to disclose the sales information to the Multiple Listing Service(s) (MLS), and further authorize the MLS to report the sales information to other MLS participants, affiliates and those governmental agencies authorized to receive MLS information. Seller and Purchaser hereby authorize the escrow agent to release the ALTA Settlement Statement to Brokers and Agents listed on the purchase contract for their review prior to Closing and for their records after Closing.

Purchaser's Consent (Initial) Authorizes _____ Seller's Consent (Initial) Authorizes _____

30. TIME LIMIT OF OFFER: This Offer to Purchase, made on _____, 20____, remains open for acceptance until _____, 20__ at ___ A.M. P.M. In the event that this Offer is countered, this time limit shall no longer apply. Each party hereby acknowledges receipt of a copy of this Contract and that fax or e-mailed copies are an acceptable method of communication in this transaction and shall have the same binding effect upon the parties. This Contract shall be governed by the laws of the State of Ohio. **Time is of the essence in all provisions of the Contract.** Unless otherwise specified herein, all provisions of this Contract shall survive Closing.

31. ACCEPTANCE: The undersigned parties have read and fully understand the foregoing offer and hereby acknowledge that both purchaser and seller are in agreement to all terms and conditions set forth in the offer. **By both parties signing below, full acceptance has been satisfied as of _____, 20_____.**

Purchaser 1 Signature **Date**

Seller 1 Signature **Date**

Purchaser 2 Signature **Date**

Seller 2 Signature **Date**

Purchaser's Address

Seller's Address

Purchaser's Phone

Seller's Phone

Purchaser's Email

Seller's Email

Agent's Phone/Fax

Agent's Phone/Fax

Agent's Email Address

Agent's Email Address

Receipt of Earnest Deposit	
Received with Offer \$ _____	<input type="checkbox"/> Cash <input type="checkbox"/> Check # _____
Received upon Acceptance \$ _____	<input type="checkbox"/> Cash <input type="checkbox"/> Check # _____
Purchaser's Agent Signature: _____	Date _____
Seller's Agent Signature _____	Date _____