



# Heartland Real Estate Association RESIDENTIAL OFFER TO PURCHASE

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



Type or print names as to appear on deed:

Purchaser #1 Name  Married  Single

Seller #1 Name  Married  Single

Purchaser #2 Name  Married  Single

Seller #2 Name  Married  Single

Purchaser's Agent License Number

Seller's Agent License Number

Purchaser's Brokerage License Number

Seller's Brokerage License Number

Agent Email Agent Phone #

Agent Email Agent Phone #

**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 (s) #: \_\_\_\_\_

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:** The Purchase Price of the Property shall be \$ \_\_\_\_\_. See section 4 "Special Provisions" regarding any additional terms and conditions.

**3. SELLER CONCESSIONS:** Seller shall pay an amount not to exceed \$ \_\_\_\_\_ or \_\_\_\_\_% of the Purchase Price at Closing, toward Purchaser's loan closing fees, pre-paid expenses and/or other closing costs required by this Agreement to be paid by Purchaser or which are ordinarily deemed a Purchaser's expense.

**4. SPECIAL PROVISIONS:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. EARNEST MONEY DEPOSIT:** Purchaser has paid or shall pay \$ \_\_\_\_\_ as Earnest Money.

- With this Offer to Purchase.
- Within 3 Calendar Days after acceptance.
- Or by (Enter Date) \_\_\_\_\_.

Earnest Money shall be deposited in the trust account of \_\_\_\_\_ ("Brokerage" or "Title Company").  
At Closing, the Earnest Money may be applied to the Purchase Price or returned to the Purchaser directly. If Earnest Money is not deposited within the above date, then Seller reserves the right to terminate this contract.

**6. HOME WARRANTY:** Purchaser and Seller acknowledge that Property may be eligible to be covered by a home warranty program. If requested and agreed to, the warranty will commence at the date of Closing or as designated by Warranty Company.

Home Warranty requested (check one)  YES  NO.

Home Warranty expense paid by  Purchaser  Seller.

Home Warranty to be provided by: \_\_\_\_\_ with the cost of warranty not to exceed \$ \_\_\_\_\_.

Purchaser's Initials: \_\_\_\_\_ Address: \_\_\_\_\_ Seller's Initials: \_\_\_\_\_

**#6 HOME WARRANTY (CONTINUED):** *This warranty does not cover known pre-existing conditions and may contain other limitations. This warranty does not preclude the need for nor act as a substitute for any inspections of the Property as set forth in section 21. Parties are aware that REALTORS® providing home warranty may receive financial benefit from the processing of said warranty.*

Warranty to be ordered by:  Purchaser Agent  Seller Agent

**7. BALANCE OF PURCHASE PRICE:** The balance of the Purchase Price shall be paid by confirmed wired funds; certified, cashiers, or official bank check, Attorney or title company trust account check, or otherwise required by the title company, on the date of Closing.

**8. FINANCING CONTINGENCY:**

- ALL CASH OFFER.** No loan or financing of **any kind** is required in order to purchase the Property.
- Proof of funds is  Attached with this offer OR  Shall be provided to Seller within \_\_\_\_\_ calendar days of acceptance (if left blank this shall default to 5 calendar days). Seller shall have three (3) calendar days after the receipt of such documentation to notify Purchaser, in writing, if the proof of funds is not acceptable. If Purchaser fails to provide such documentation, or if Seller finds such verification of funds is not acceptable, Seller may terminate this Agreement. Failure of Seller to provide Purchaser written notice of objection to such verification shall be considered acceptance of proof of funds.
- BANK FINANCING.** The Purchaser's ability to purchase the Property is contingent upon the Purchaser's ability to obtain financing under the following conditions: (check one)
- Conventional Loan
  - FHA Loan
  - VA Loan
  - USDA Loan
  - Equity Loan
  - Other: \_\_\_\_\_
- Pre-approval letter is  Attached with this offer OR  Shall be provided to seller within \_\_\_\_\_ calendar days of acceptance (if left blank this shall default to 3 calendar days). If Purchaser fails to provide such documentation, Seller may terminate this Agreement. If Seller fails to provide Purchaser written notice of termination within (3) calendar days; then seller waives right to termination.
  - In addition, Purchaser agrees within \_\_\_\_\_ calendar days of written acceptance of this Offer, to make a good faith loan application with a credible financial institution.
  - If Purchaser does not disclose a financing contingency to the lender and this purchase is not completed because of such nondisclosure after initial application, the Purchaser shall be in default.
  - **Within (15) calendar days** after written acceptance, the Purchaser will provide the Seller a letter of loan commitment from a credible financial institution verifying a satisfactory credit report, acceptable income, source of down payment, availability of funds to close, and that the loan approval  is  is not contingent on the lease, sale or other transfer of another property (*Loan Commitment Period*).
  - In the event the Purchaser fails to produce the aforementioned letter or other acceptable verification within (15) calendar days, this Agreement may be terminated at the election of the Seller with written notice provided to the Purchaser within (3) calendar days from the expiration of the Loan Commitment Period.
  - Purchaser MUST obtain Seller's approval, in writing, to any change of the type of financing identified above, the financial institution or allocation of closing costs.
  - Purchaser agrees to pay all fees and satisfy all conditions, in a timely matter, required by the financial institution for processing of the loan application. Purchaser agrees the interest rate offered by lender or the availability of any financing program is NOT a contingency of this Agreement, so long as Purchaser qualifies for the financing herein agreed.

**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.**

**9. SALE OF ANOTHER PROPERTY:** Purchaser's performance under this Agreement: (check one)

- Shall **NOT** be contingent upon selling another property.
- Shall be contingent upon selling another property located at: \_\_\_\_\_.

Purchaser's Initials: \_\_\_\_\_ Address: \_\_\_\_\_ Seller's Initials: \_\_\_\_\_

**10. APPRAISAL: Buyer's performance under this Agreement: (check one)**

- Shall **NOT** be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price.
- Shall be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price. If the Property does not appraise to at least the amount of the Purchase Price, or if the appraisal discovers lender-required repairs, the Parties shall have \_\_\_\_ calendar days to re-negotiate this Agreement ("Negotiation Period"). In the event the Parties cannot come to an agreement during the Negotiation Period, this Agreement shall terminate with the Earnest Money being returned to the Purchaser.

The appraisal is to be ordered within 15 calendar days (Loan Commitment Period). If no appraisal is ordered within the Loan Commitment Period, the negotiation period is waived and no longer a part of the Agreement.

**11. PROPERTY INSURANCE:** If homeowner's insurance for the Property cannot be obtained by Purchaser, then the Purchaser may terminate this Agreement by providing written notice to Seller prior to the expiration of the Loan Commitment Period.

**12. SPECIAL FLOOD ZONE AREA:** If the Property is determined to be in a Special Flood Hazard Area, as determined by the current Flood Maps published by the Federal Emergency Management Agency, Purchaser may terminate this Agreement by providing written notice to Seller by the latter of the expiration of the Loan Commitment Period or the Inspection Period, and the termination procedures of Paragraph 34 shall apply.

**13. ITEMS INCLUDED IN SALE/PERSONAL PROPERTY:** The Property shall include the following now on the premises, in their present condition: all land, buildings, fixtures, electrical, heating, plumbing systems, kitchen and bathroom fixtures, light fixtures, all window and door shades, blinds, awnings, screens, storm sash, shutters, curtain and drape rods, TV antenna, installed flooring, all landscaping, and any household appliances remaining and/or sold under the terms of this contract. **The following personal property will be included in the sale:**  Range/Oven  Refrigerator  Double Oven  Cooktop  Dishwasher  Microwave  Washer  Dryer  Water Softener  Security System  Audio/Video Surveillance System  Drapes/Curtains  Dehumidifiers  Mounted TV Brackets  Other: \_\_\_\_\_

HOME HEATING FUEL: Any remaining fuel stored in propane tanks at possession to be included in the sale.

The following items are excluded from the sale of the Property:

\_\_\_\_\_

**14. SELLER CERTIFICATION:** Seller certifies the following:

- That Seller owns all of the above items noted in section #13 of personal property included in the sale and that they will be free and clear of any debt, lien or encumbrances at Closing.
- That all of the above items included in the sale are and will be operational on the date of possession; except noted in the residential property disclosure form.
- That no City, County, or State orders have been served upon Seller requiring work to be done or improvements preformed. Seller states that any citations filed by local authorities alleging any zoning or building code violations have been disclosed in writing to Purchaser.

**15. 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) calendar 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.**

**16. 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. Purchaser shall transfer utilities into his or her name by the time Purchaser takes possession of the Property. 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.

**17. PRORATIONS AND FEES:** Condo fees, taxes and assessments, interest on any mortgage to be assumed, and rents, if any, shall be pro-rated to the date of Closing. Seller is to pay CAUV recapture, if the Property is subject to same and Purchaser intends to change the use of the Property so that it will no longer qualify for CAUV taxation. In pro-rating taxes and assessments, the latest available rates and valuations shall be used.

**18. HOMEOWNER ASSOCIATION/CONDOMINIUM DECLARATIONS, BYLAWS AND ARTICLES:** The Property  is  is not subject to a condominium association, homeowner's association, or other form of planned community association (in either case, the "Association"). If the Property is subject to an Association, the H.O.A. Condominium / Planned Community Addendum shall be incorporated with this offer to purchase.

Purchaser's Initials: \_\_\_\_\_ Address: \_\_\_\_\_ Seller's Initials: \_\_\_\_\_

**19. PROPERTY DISCLOSURE FORM:** Purchaser  has  has not received the Residential Property Disclosure Form mandated by the State of Ohio Department of Commerce pursuant to ORC§5302.30. **Real Estate salespeople are not professional tradesmen in the mechanical or structural components of a property; therefore, the representations of real estate salespeople with regard to mechanical or structural components of a property should not be relied upon for purposes of entering into this Contract.**

**20. PURCHASERS EXAMINATION OF PROPERTY:** 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.

**21. REAL ESTATE INSPECTION CONTINGENCY:**

**PURCHASER WAIVES THE REAL ESTATE INSPECTIONS.** Purchaser agrees to waive all inspection rights and agrees to accept property in "AS IS" condition. Purchaser acknowledges that Purchaser has been advised by REALTOR® to conduct inspections of the Real Estate and has been provided the opportunity to make this Contract contingent upon the results of such inspections. **Purchaser's Initial(s)** \_\_\_\_\_

**PURCHASER ELECTS TO CONDUCT INSPECTION(S) OF THE REAL ESTATE.**

Purchaser, at Purchaser's expense, shall have the right to obtain **any and all inspections** of the Property. Purchaser is encouraged to obtain such inspections and is advised that inspections required by FHA, VA or lenders do not necessarily eliminate the need for other inspections. **Purchaser is relying solely upon Purchaser's examination of the Real Estate, the Seller's certification herein, and inspections herein requested by the Purchaser or otherwise required, if any, for its physical condition and overall character, and not upon any representation by the REALTORS® involved.** As of July 1<sup>st</sup>, 2021 Ohio Law requires a licensed home inspector to perform a home inspection. Inspections or tests made with respect to a specific condition or component may be performed by a qualified professional exempt from the home inspector licensing requirements under ORC chapter 4764.

The following inspections which may or may not be performed by the same or different inspectors on the same or different dates. Purchaser requests the following inspections: **(If checkbox is left blank, it shall default to decline in that line item).**

The below inspections shall be completed within \_\_\_\_\_ calendar days following Contract Acceptance Date ("Inspection Period").

Whole House	<input type="checkbox"/> Requests	<input type="checkbox"/> Declines	Water Potability	<input type="checkbox"/> Requests	<input type="checkbox"/> Declines
Radon	<input type="checkbox"/> Requests	<input type="checkbox"/> Declines	Septic System	<input type="checkbox"/> Requests	<input type="checkbox"/> Declines
Wood –Destroying Insect	<input type="checkbox"/> Requests	<input type="checkbox"/> Declines	Gas Line Inspection	<input type="checkbox"/> Requests	<input type="checkbox"/> Declines
Mold	<input type="checkbox"/> Requests	<input type="checkbox"/> Declines	Other: _____	<input type="checkbox"/> Requests	<input type="checkbox"/> Declines

- The results of Purchaser's inspections pursuant to this section are subject to the Purchaser's satisfaction. In the event Purchaser is not satisfied with the results of the inspections, Purchaser shall have the right to terminate or negotiate this agreement by notifying Seller in writing before the expiration of the Inspection Period.
- In the event Purchaser is not satisfied with the results of the inspections, but desires to attempt to negotiate a satisfactory resolution with the Seller to remedy the inspection issues, Purchaser and Seller have a period of **seven (7) calendar days** after receipt by Seller' agent of written notice of dissatisfaction ("**Remediation Period**") to agree upon a remedy satisfactory to all parties. Remediation period to begin after receipt of the final report of dissatisfaction is delivered to Seller's agent.
- If a written agreement is not signed by Seller and Purchaser within the Remediation Period, this agreement shall be null and void and Seller and Purchaser agree to sign a mutual release. **The failure of Purchaser to notify Seller of Purchaser's dissatisfaction before the expiration of the Inspection Period shall constitute a waiver of Purchaser's right of termination and Purchaser shall take the Property in "AS IS" condition.**

**22. SELLER MAINTENANCE:** Until physical possession is delivered to Purchaser, Seller shall continue to maintain the Property, in good condition and repair. Maintain any appliances and equipment in normal operation condition capable of continued service and maintain lawn and grounds. 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 in 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.

**23. LEASE/RENTAL AGREEMENT(S):** 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.

**24. ACCESS TO THE PROPERTY:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Purchaser, including but not limited to, allowing Purchaser and/or Purchaser's agents or representative, an opportunity to: (1) perform contractual contingencies, (2) verify the satisfactory completion of negotiated repairs/improvements, and (3) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

Purchaser's Initials: \_\_\_\_\_ Address: \_\_\_\_\_ Seller's Initials: \_\_\_\_\_

**25. 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.

**26. CLOSING:** The Closing or escrow shall be held at the office of \_\_\_\_\_ (title company) on or before \_\_\_\_\_ "Closing Date" or at such time as mutually agreeable to all parties but no later than the Closing Date. Seller and Purchaser shall pay their respective share of the closing agent's closing fees.

**27. POSSESSION AND OCCUPANCY:** Possession and occupancy of the Property shall be delivered:  at Closing  on or before \_\_\_\_\_, 20\_\_ at \_\_\_\_  A.M.  P.M. (If time option is left blank, noon shall be the default possession time). Until such time, Seller shall have the right of possession 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 Property, Seller shall remove all personal possessions and debris not included in the Contract.

**28. WARRANTY DEED:** Unless otherwise agreed upon by the parties, Seller shall deliver to Purchaser a good and sufficient warranty deed or fiduciary deed, with standard warranty covenants 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.

**29. 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.

**30. 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. If desired, Purchaser must pay for an Owner's Title Insurance Policy to protect Purchaser's interest. 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.

**31. 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.

**32. ADDENDA:** Incorporated with this Offer to Purchase as if fully set forth herein are the following (as checked):

- Addendum #1 - State of Ohio Agency Disclosure Statement
- Addendum #2 - State of Ohio Residential Property Disclosure Form (Residential Listings Only)
- Addendum #3 - Lead-Based Paint Disclosure (if built prior to 1978)
- Addendum #4 – HOA Addendum
- Addendum #5 – Other (specify) \_\_\_\_\_
- Addendum #6 – Other (specify) \_\_\_\_\_
- Addendum #7 – Other (specify) \_\_\_\_\_

**33. 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.

Purchaser's Initials: \_\_\_\_\_ Address: \_\_\_\_\_ Seller's Initials: \_\_\_\_\_

**34. 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 5, 8, 9, 10, 11, 12, 15, 21, 22, 25, 26 and 30 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.

**35. ANTI-FRAUD DISCLOSURE TO CONSUMERS:** Electronic communications such as email, text messages and social medial messaging are neither secure nor confidential. While the Brokerages named in this purchase contract have adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties. The Brokerage(s) 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. **If you suspect fraud notify your agent and their brokerage immediately.**

**36. 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 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 email, 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.

**37. 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.

**38. 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 and/or initials of acceptance has been **physically delivered** to the other party and/or their designated agent ("Contract Acceptance Date"). 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.

Purchaser's Initials: \_\_\_\_\_ Address: \_\_\_\_\_ Seller's Initials: \_\_\_\_\_

**39. 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.

\_\_\_\_\_  
**Purchaser #1 Signature** **Date**

\_\_\_\_\_  
**Purchaser #2 Signature** **Date**

\_\_\_\_\_  
**Purchaser #1 Printed Name**

\_\_\_\_\_  
**Purchaser #2 Printed Name**

**40. ACTION BY THE SELLER:** The undersigned Seller has read and fully understands the foregoing offer. Seller certifies that the signatory(ies) below has/have full authority to enter into this Contract and that no additional signatories, spouse or otherwise, are necessary in order to convey the Real Estate. Seller hereby:

- Accepts said offer and agrees to convey the Real Estate according to the above terms and conditions.
- Rejects said offer
- Counteroffers according to the above modifications initials and dated by the seller.
- Counteroffers with attached counteroffer form.

Counteroffer shall become null and void if not accepted in writing on this Contract form or counteroffer form. This form is physically delivered to Seller or Seller’s agent on or before \_\_\_\_\_ o’clock  (A.M.)  (P.M.)  (Noon) on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**Seller #1 Signature** **Date**

\_\_\_\_\_  
**Seller #2 Signature** **Date**

\_\_\_\_\_  
**Seller #1 Printed Name**

\_\_\_\_\_  
**Seller #2 Printed Name**

**(ALL OWNERS AND SPOUSES OF OWNERS MUST SIGN.)**

**COMPLETE THIS SECTION FOR DELIVERY NOTIFICATION (Reference Section #38)**

**CONTRACT ACCEPTANCE DATE:** Contract terms dictate that physical delivery of final signatures(s) and/or initials on this contract form to the other party constitutes contract acceptance. Contingency dates start the next calendar day after delivery date.

**DATE OF DELIVERY:** \_\_\_\_\_ (Date & Time) **AGENT SIGNATURE:** \_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF EARNEST MONEY DEPOSIT**

**Seller:** \_\_\_\_\_

**Purchaser:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

-----  
 **LISTING AGENT ACKNOWLEDGEMENT OF RECEIPT OF EARNEST MONEY DEPOSIT**

Paragraph 5 of the Offer to Purchase Contract between Purchaser and Seller for the sale of the Property provides for the payment to \_\_\_\_\_ (Brokerage) of an Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Receipt of which Listing Agent hereby acknowledges.

Date: \_\_\_\_\_ Firm: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)

-----  
 **PURCHASER'S AGENT ACKNOWLEDGEMENT OF RECEIPT OF EARNEST MONEY DEPOSIT**

Paragraph 5 of the Offer to Purchase Contract between Purchaser and Seller for the sale of the Property provides for the payment to \_\_\_\_\_ (Brokerage) of an Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Receipt of which Purchasers' Agent hereby acknowledges.

Date: \_\_\_\_\_ Firm: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)

-----  
 **ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF EARNEST MONEY DEPOSIT**

Paragraph 5 of the Offer to Purchase and Contract between Purchaser and Seller for the sale of the Property provides for the payment to \_\_\_\_\_ (Title Company) of an Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 5 of the Offer to Purchase and Contract hereby acknowledges receipt of the Earnest Money Deposit and agrees to hold and disperse the same in accordance with the terms of the Offer to Purchase Contract.

Date: \_\_\_\_\_ Firm: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)