

For use only by Members of the Guernsey-Muskingum Valley Association of REALTORS®

(Upon acceptance, this is a legally binding contract. It is recommended that all parties be represented by legal counsel.)

LISTING BROKERAGE: _____ **SELLING BROKERAGE:** _____

AGENT: _____ **AGENT :** _____

1. We the undersigned, _____
herein referred to as "Buyer" agree to purchase, and the undersigned

herein referred to as "Seller" agree to sell, the Real Estate located at

in the State of Ohio and County of _____

tax parcel number(s) _____

through the Broker(s) referred to above.

2. INCLUDED IN THE SALE: The Real Estate shall include the land, together with all improvements, all appurtenant rights, privileges, easements, fixtures and all of the following items as they are now located on the Real Estate including if applicable: electrical, plumbing, heating/central air conditioning equipment, attached gas or electric heaters; water heater and softener, unless leased; bathroom fixtures; shades, blinds, awnings, curtain/drapery/traverse rods; window/door screens; storm window/doors; shrubbery / landscaping; affixed mirrors; lighting; ceiling fans; attached shelving; television aerials/rotor operating boxes/satellite dishes, and all operating components; garage door openers & operating devices; security-systems including underground fencing; built-in dishwashers, compactors, garbage disposals; all affixed/built-in furniture/fixtures; utility/storage buildings or sheds; in-ground swimming pools and equipment; propane/oil tank and contents thereof; fireplace grate and attached equipment; smoke detectors; water source, septic system and their respective components, attached carpeting and floor coverings, and door chimes. All items shall be free of any debt, lien or encumbrance at closing.

Additional inclusions:

3. EXCLUDED FROM SALE:

4. PRICE: Buyer agrees to buy and the Seller agrees to sell said real estate for the sum of (\$ _____)
dollars. _____ dollars.

Purchasers obligations are conditioned upon obtaining following financing: () Conventional () FHA () VA () FMHA () RD
() Home Equity () Cash () Other. Application must occur within _____ banking days (excludes Saturday, Sunday and Federal
Holidays) after acceptance of this offer. Loan commitment is subject to property appraisal. Failure to make such application will
give the Seller all legal options, including voiding this agreement. If a cash transaction, the Buyer must provide proof of funds within
three (3) banking days.

5. OTHER CONTINGENCIES:

6. IT IS FURTHER AGREED:

Buyer(s) Initials: _____ Date: _____ **Page 1 of 7**

Buyer(s) Initials: _____ Date _____

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7. **CLOSING:** This contract shall be performed and this transaction closed on or before _____ unless the parties agree in writing to an extension. **Seller** and **Buyer** give permission for their respective REALTOR®(s) to receive a copy of the closing disclosure form applicable to **Seller** and **Buyer** respectively prior to and after settlement.

8. **POSSESSION:** Seller agrees to surrender possession of said property to Buyer on _____. **Buyer** shall have the right to revisit the real estate prior to closing for the sole purpose to ascertain that there have been no changes in the condition of the Real Estate since **Seller's** acceptance of **Buyer's** offer to purchase. At the time the **Seller** delivers possession, the real estate will be in the same condition as the date of acceptance of this contract except for ordinary wear and tear. **Seller** agrees to remove all personal property not included in this contract and leave the real estate in broom clean condition and the property free of trash and debris. If after closing **Seller** vacates the real estate prior to the above named date and time, **Buyer** is entitled to take possession.

9. **INSURANCE:** This agreement is contingent upon **Buyer** obtaining a commitment for property/homeowner's insurance, within _____ banking days of loan application (excludes Saturday, Sunday and Federal Holidays).

10. **DURATION OF OFFER:** This offer is open for acceptance to and including _____ o'clock AM PM on _____ (date), and upon such acceptance, it shall become binding upon and accrue to the benefit of the **Buyer** and **Seller** and their respective heirs, executor, administrators and assigns. This contract shall be governed by the law of the State of Ohio. Any amendments or modification hereof, must be in writing and signed by the parties.

11. **HOME WARRANTY:** **Buyer** does / does not want a home warranty. Home warranties DO NOT COVER PRE-EXISTING DEFECTS OR conditions, nor do they preclude the advisability of a home inspection. The **Buyer** or **Seller** will purchase a home warranty plan at a cost of _____ from the warranty company known as _____. This plan will be purchased through _____ real estate company

12. **EARNEST MONEY:** \$ _____ cash, check # _____ date received _____
Received by: _____

Earnest money, shall be deposited in the buying BROKER's non-interest bearing trust account upon acceptance. The earnest money shall be held in trust and disbursed as follows: (a) Returned to **Buyer** at closing (b) If this offer is not accepted within the time provided or if this offer is accepted and **Seller** fails or refuses to perform any obligation under this Agreement, or any condition or contingency is not fulfilled through no fault of the **Buyer**, the earnest money shall be returned in full to the **Buyer**. (c) If **Buyer** fails to perform, the deposit shall be retained by **Seller**. In the event of a dispute between the **Seller** and **Buyer** regarding the disbursement of the earnest money, the Broker is required by Ohio law to maintain such funds in his trust account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is to be disbursed or (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the Broker shall return the earnest money to the **Buyer** with no further notice to the **Seller**.

13 a. **UTILITIES, unless otherwise stated in this contract,** are to be transferred on date of closing or date of possession, whichever is later. Utilities shall be paid by Seller until closing or date of possession, whichever is later.

13 b. **Storage tanks,** (hot water heaters, fuel oil, propane tanks) that are leased and/or owned by seller are to be conveyed to the new owner and are to be transferred by new owner at time of closing or date of possession, whichever is the later.

14. **RENTS and SECURITY DEPOSITS:** Adjustments or pro-rations shall be made through date of closing for rentals, interest on any mortgage assumed by **Buyer**, Condominium or association periodic charges, rented equipment and transferable insurance policies, if **Buyer** elects. When applicable, security deposits and all leases shall be given to the **Buyer** at closing.

Buyer(s) Initials: _____ Date: _____ **Page 2 of 7** Seller(s) Initials: _____ Date: _____
Buyer(s) Initials: _____ Date _____ Seller(s) Initials: _____ Date _____

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15. TITLE SEARCH AND TITLE INSURANCE: The **Buyer** **Seller** shall furnish and pay for a title search. The **Buyer** does does not elect owner's title insurance. If owner's title insurance is elected the **Buyer** **Seller** shall furnish and pay for standard owner's title insurance commitment and policy in the amount of the purchase price, with a copy of subdivision or condominium plat, if applicable. The title evidence shall be certified to within thirty (30) banking days prior to closing and the endorsement as to 8:00 A.M. on the business day prior to the date of closing, all in accordance with the standards of the Ohio State Bar Association, and shall show in **Seller** marketable title, in fee simple, free and clear of all liens and encumbrances except: (a) those created by or assumed by the **Buyer**; (b) those specifically set forth in this contract; (c) zoning ordinances; (d) legal highways; and (e) covenants, restrictions, conditions and easements of record which do not unreasonably interfere with present lawful use. **At closing, the Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom, including but not limited to verification that there are no delinquent sewer and/or water charges.**

If required by the **Buyer's** lender, the **Buyer** shall pay any expense incurred in connection with the mortgage title insurance issued for the protection of the **Buyer's** lender. Under RESPA, the **Seller** may not require **Buyer**, as a condition of the sale, to purchase title insurance from any particular title company. If the **Buyer** or **Buyer's** lender wants a site survey, it will be at the **Buyer's** expense. If a boundary survey is necessary to create marketable and recordable title or for description purposes, it would be paid for by the **Seller**.

16. TITLE PROBLEM: If the title to all or any part of the Real Estate is unmarketable as determined by Ohio law with Reference to the Ohio State Bar Association's Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excluded in this contract, the **Seller** shall, within thirty (30) banking days (excludes Saturday, Sunday and Federal Holidays) after the **Seller** receives written notice thereof, remedy or remove any such defect, lien, encumbrance, condition, restriction or encroachment or obtain title insurance without exception therefore.

17. MINERAL RIGHTS: Unless otherwise excepted and/or reserved herein, the property offered herein shall include the land (including the ownership of all minerals owned by **Seller** at the time of acceptance of this agreement). Minerals shall include coal, oil, natural gas, gemstones, dimension stone, construction aggregate, salt and other materials extracted from the ground. The extent of any minerals owned by the **Seller** may not be known, and unless otherwise agreed, it shall be the responsibility of the **Buyer** to determine, at **Buyer's** expense, the current status of mineral rights. This offer is, is not contingent on the Seller's ownership of mineral rights.

TRANSFER DURING PENDENCY: If mineral rights are being conveyed to **Buyer** in this transaction, then during the pendency of the transaction, the **Seller** shall not lease, sell, gift, transfer, or assign in any way any mineral rights or convey other property or mineral rights governed herein.

18. DEED: **Seller** shall convey to **Buyer** marketable title in fee simple by transferable and recordable general warranty deed with release of dower, if any, or by fiduciary deed, if appropriate, free and clear of all liens and encumbrances, excepting: (a) any mortgage or other encumbrance assumed by **Buyer**; (b) leases, reservations, conditions, easements and restrictions of record; (c) such encroachments as do not materially adversely affect use or value of the Real Estate; (d) zoning ordinances, if any; (e) taxes and assessments not yet due and payable and (f) those restrictive covenants of record condominium and home owner association fees. **Seller** will pay all conveyance fees.

19a INDEMNITY: **Buyer and Seller** recognize that the **BROKERS** involved in the sale are relying on all information provided therein or supplied by **Seller** or sources in connection with the Real Estate, and agree to indemnify and hold harmless the **BROKERS**, their agents and/or employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any misrepresentation or concealment of facts by **Seller** or sources.

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19b RELEASE: Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real estate encompasses many professional disciplines. The Real Estate Brokers and Agents are not experts in all areas involving a real estate purchase or sale including, but not limited to, legal matters, tax law, financing, surveying, inspections, structural conditions, hazardous materials, and environmental conditions. It is strongly recommended, and the parties hereby acknowledge, that they have been advised to seek further professional assistance and advice in these and other areas of professional expertise. In the event that any names of professionals or companies are provided to the parties as a source for such professional advice and assistance, those names are being provided as persons whom the Real Estate Brokers and Agents are aware of who perform such professional services. The parties are advised and encouraged to conduct their own independent research and investigations as to the qualifications and experience of any professional engaged. The parties further acknowledge and agree that the Real Estate Brokers and Agents do not warrant, guarantee, or endorse the services and/or products of such companies or sources.

19c RELEASE AGREEMENT: The parties hereby agree, in consideration of the services provided, and by their signatures set forth below, to release, discharge and hold harmless the real estate Brokers and Agents from any and all liability, including but not limited to negligence and other cause of actions directly or indirectly related to this transaction, including providing sources of areas of expertise as set forth in paragraph (b), the contents of any inspection report, the work thereof or the work of any contractor, and advice or recommendation concerning the necessity of any work or inspections, any defect or deficiency in the property, and the failure to deliver any notice within the time periods provided herein unless specifically requested to do so in writing. This release shall survive the execution and closing of this contract.

20. TAXES AND ASSESSMENTS: Seller shall pay all taxes and assessments for all years prior to closing. Sanitary sewer improvements, waterline improvements and for the year of closing, shall be pro-rated through the closing date. Seller agrees to pay the Buyer or credit against the purchase price Buyer's pro-rated share of such taxes, assessments, recoupments and improvements. In pro-rating taxes on existing improvements, the tax as shown upon the last County Auditors Tax Duplication shall be used if newly improved Property County estimated tax is to be prorated. All current agricultural use value CAUV tax recoupments will be paid by the Buyer Seller.

21. DAMAGE CLAUSE: If real estate is damaged or destroyed by fire or other casualty, a written notice shall be delivered within forty-eight 48 hours of discovery of the damage or destruction by Seller to Buyer. If prior to closing, the real estate is not repaired or restored by and at the cost of the Seller to the condition it was prior to the damage or destruction, Buyer may terminate or proceed with this Contract by providing written notice to Seller within 10 banking days (excludes Saturday, Sunday and Federal Holidays) from receipt of written notice. The earnest money deposit shall be returned to Buyer, Buyer may receive the proceeds of any insurance of Seller. Seller shall not make any alterations without the consent of the Buyer.

22. INSPECTIONS AND TESTS: It is strongly recommended that the Buyer conduct inspections and tests. Buyer and the Seller Understand and agree that the Broker neither warrants nor assumes responsibility for the physical condition of the premises. Buyer will be responsible for the repair of any damages caused by the Buyer's inspections and tests; which repairs will be completed in a timely and workmanlike manner at Buyer's expense.

SPECIFIED INSPECTION PERIOD: (Not applicable if the number of days is not inserted) Inspections are done at Buyer's expense at time of inspection. Buyer shall have _____ banking days (excluding Saturday, Sunday and Federal Holidays) after the date of written acceptance of the contract by both parties to have inspections, environmental inspections and/or tests completed. This time period shall be known as the Specified Inspection Period. All requests to remedy shall be submitted in writing to the Seller or Seller's Broker within the Specified Inspection Period. Time is of the essence in completing any of the inspections, tests and/or reports. The Buyer at Buyer's expense, shall have the right to have any and all inspections, tests and/or reports conducted, including but not limited to:

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- a) Inspection of the premises and all improvements, fixtures and equipment
- b) A pest inspection for termite and wood destroying insects with a report provided on a FHA/VA approved form by a licensed Ohio certified Pest (Termite) Control Applicator
- c) Inspection of gas lines on the premises
- d) Inspection of the waste treatment systems and/or well systems by a local health authority or State EPA approved laboratory of the **Buyer's** choice
- e) Inspection or testing for mold, radon and any other environmental test
- f) A lead-based paint inspection and test

- g) Any other inspection as required by **Buyer's** lender or desired by **Buyer**.

Buyer waives all inspections and agrees to indemnify and hold harmless **Seller** and **Seller's** Agent(s) from any claims arising out of **Buyer's** failure to conduct such inspections. **Buyer** accepts property in "As Is" condition.

Buyer(s) Signature _____ Date: ____/____/____

I agree to verify any of the above information that is important to me by an independent investigation of my own. I have been advised to have the property inspected by professional inspector of my choosing.

Buyer(s) Initials: ____/____/____ Date: ____/____/____

I acknowledge that neither the **Seller** nor any real estate licensee involved in this transaction is an expert at detecting or repairing physical defects in the Real Estate. I state that no important representations concerning the condition of the Property are being relied upon by me except as disclosed above or as fully set forth elsewhere in this Contract.

Buyer(s) Initials: ____/____/____ Date: ____/____/____

23a. Seller shall cooperate in making the premises reasonably available for inspections and/or tests

23b. Remedy: If the **Buyer** is not, in good faith, satisfied with the condition of the real estate as disclosed by the **Buyer's** inspections, tests and/or reports provided for in paragraph 22, then the **Buyer** may elect to proceed under the provisions following in 23(c) or 23(d) as the **Buyer's** remedy.

23c. Agreement to Remedy Period: On or before the end of the Specified Inspection Period, the **Buyer** shall deliver to the **Seller** or the **Seller's** Broker, a written request to remedy the unsatisfactory conditions, along with a written copy of the inspections, tests and/or reports, specifying the unsatisfactory conditions from a qualified inspector.

The **Buyer and Seller** shall have _____ banking days (excluding Saturday, Sunday and Federal Holidays) after the end of the Specified Inspection Period, to reach an agreement regarding remedying the unsatisfactory conditions. This time period shall be known as the Agreement to Remedy Period. In the event the **Buyer and Seller** do not reach an agreement regarding remedying the unsatisfactory conditions within the Agreement to Remedy Period, and the **Buyer and Seller** have not executed a written extension of the Agreement to Remedy Period, this contract shall terminate unless the **Buyer**, in writing, waives such request to remedy prior to the expiration of the Agreement to Remedy Period. Upon termination of the contract under this provision, the earnest money deposit shall be returned to the **Buyer** pursuant to paragraph 12.

The delivery by the **Buyer** of a written request to remedy any unsatisfactory conditions does not preclude the **Buyer** from later delivering a notice of termination (as contemplated by paragraph 23d below) during the Agreement to Remedy Period, unless the **Buyer and Seller** have reached a signed agreement regarding the **Buyer's** written request to remedy.

23d NOTICE OF TERMINATION: Within the Specified Inspection Period or as provided in paragraph 22 the **Buyer** may terminate this contract by delivering written notice of termination to the **Seller** or **Seller's** Broker, along with a written copy of the inspections, tests and/or reports, specifying the unsatisfactory conditions. Upon termination, the earnest money deposit shall be returned to the **Buyer** pursuant to paragraph 12.

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IT IS NOT THE INTENTION OF THIS PROVISION TO PERMIT THE BUYER TO TERMINATE THIS CONTRACT FOR COSMETIC OR NON-MATERIAL CONDITIONS.

23e. FAILURE BY BUYER TO NOTIFY SELLER SHALL CONSTITUTE A WAIVER OF SAID DEFECTS AND PURCHASER SHALL TAKE PROPERTY "AS IS" WITH REGARDS TO SAID DEFECTS. For the purpose of this section, "defects" do not include (1) minor, routine maintenance and repair items not affecting habitability or (2) matters disclosed to **Buyer** in writing by **Seller** before presentation of this offer, and **Seller** shall have no obligation to repair any such items unless specifically agreed to in writing. **RELEASE:** In the absence of intentional or wanton and willful disregard by Broker, **Buyer** and **Seller** release the Broker(s) from any and all liability for negligence or gross negligence, arising from **(a)** any action by the Broker(s) in obtaining or recommending an inspector or contractor, **(b)** the contents of any inspection report or the work of any contractor, **(c)** any advice concerning the necessity of any inspections, **(d)** any defect or deficiency in the Property and **(e)** failure to deliver any notice within the time periods provided herein unless specifically requested to do so. This release shall survive the execution of this Contract and the closing.

24. OHIO'S SEX OFFENDER REGISTRATION AND NOTIFICATION LAW: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. The **Buyer** acknowledges that any information disclosed may no longer be accurate. The **Buyer** assumes responsibility to obtain accurate information from the sheriff's office. The **Buyer** shall rely on the **Buyer's** own inquiry with the local sheriff's office and shall not rely on the **Seller** or any Broker involved in the transaction.

25. FAIR HOUSING: It is illegal, pursuant to the Ohio Fair Housing Law, Division (h) of Section 4112.02 of the Ohio 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. SELLER AND BUYER: **Seller** and **Buyer** authorize Broker to disclose information to the Multiple Listing Service, to which Broker is a member and further authorize the MLS to report this sales information to their participants and affiliates after closing. **Buyer** and **Seller** authorize the broker/agent/s of the **Buyer** and **Seller** to report sales and financing concessions data to the MLS sold database, as applicable and to provide this information to state licensed or certified appraisers researching comps, upon inquiry, to the extent necessary to adjust price to accurately reflect market value.

TIME IS OF THE ESSENCE: Time is of the essence regarding all provisions of this contract. Whether or not so stated somewhere in this contract, no deadline or time period under this contract can be modified or waived except by written agreement signed by both parties.

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DEFAULT: Buyer/Seller understands this to be a legally binding contract requiring performance. If the provisions are not understood, legal advice should be obtained.

UETA: The offer and acceptance herein is binding per the Uniform Electronic Transactions Act (UETA) and/or the Electronic Signatures in Global and National Commerce Act (ESIGN Act), giving legally binding status to electronically signed and transmitted documents (Fax, Email, E-Sign, DocuSign, PKI, XLM, (Digital Signatures). Etc.

Buyer's printed name _____ Telephone # _____
Buyer's signature _____ Address: _____
Date _____

Buyer's printed name _____ Telephone # _____
Buyer's signature _____ Address: _____
Date: _____

OWNERSHIP/TITLE IN THE NAME OF _____
Type of deed: general warranty survivorship Other _____

ACTION BY THE SELLER

The undersigned Seller Accepts Rejects Counteroffers the foregoing offer.

Counteroffer shall remain open for acceptance until _____ (date) at _____

Seller's printed name _____ Telephone # _____
Seller's signature _____ Address: _____
Date _____

Seller's printed name _____ Telephone # _____
Seller's signature _____ Address: _____
Date: _____



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