

Contract to Purchase

Adopted by the
CINCINNATI AREA BOARD OF REALTORS®
DAYTON REALTORS®

For exclusive use by REALTORS®.
This is a legally binding contract. If not understood, seek legal advice.
For real estate advice, consult a REALTOR®.



(date).

1 **1. PROPERTY DESCRIPTION:** I/We ("Buyer") offer to purchase from Seller ("Seller") the following described property:
2 Address _____ City/Township _____
3 Ohio, Zip Code _____, County _____, Further described as: (include county Auditor's
4 Parcel Number(s) for each and every parcel included in sale) _____
5 _____ ("Real Estate").

6 **2. TIMELINES:** All timelines and deadlines under this Contract shall be strictly construed. Time is of the essence with regard
7 to any and all timelines. **Contract performance dates and contingencies in the Contract shall commence the day following**
8 **Contract Acceptance Date.**

9 **3. PRICE AND TERMS:** Buyer hereby agrees to pay \$ _____
10 ("Purchase Price") for the Real Estate, payable as follows:

11 a) **EARNEST MONEY CONTINGENCY:** This contract is contingent upon Buyer providing earnest money in the amount of
12 \$ _____ ("Earnest Money"). Earnest Money shall be submitted for deposit with
13 _____*, and written acknowledgement of Earnest Money deposit shall be provided to
14 Listing REALTOR® or Seller within _____ calendar days (this shall be 3 calendar days if not specified) beginning the day
15 following the Contract Acceptance Date, as hereinafter defined ("Contract"), in a trust account pending the final settlement and
16 conveyance of the purchase and sale of the Real Estate contemplated in this Contract ("Closing"). If written acknowledgement of
17 Earnest Money is not provided within the stated period, then Seller, at any time after the stated period, but prior to receiving the
18 written acknowledgement of deposit, and by Seller's sole option, may, by written notice to selling REALTOR® or Buyer, terminate
19 this Contract. If this Contract terminates for any reason, the Earnest Money will NOT be automatically disbursed to any party.

20 ***(i) In the event that the parties designate an Ohio-licensed real estate broker to hold the Earnest Money:** Any disbursement
21 of Earnest Money shall be in compliance with Ohio R.C. 4735.24, which includes the following stipulations: The Earnest Money
22 shall be disbursed as follows: (i) if the transaction is closed, the Earnest Money shall be applied to Purchase Price (may be retained
23 by brokerage and credited toward brokerage commission owed) or as directed by Buyer or (ii) if either party fails or refuses to
24 perform, or if any contingency is not satisfied or waived, the Earnest Money shall be (a) disbursed in accordance with a release of
25 earnest money ("Release") signed by all parties to the Contract or (b) in the event of a dispute between the Seller and Buyer
26 regarding the disbursement of the Earnest Money, the broker is required by law to maintain such funds in his trust account until
27 the broker receives (a) written instructions signed by the parties specifying how the Earnest Money is to be disbursed or (b) a final
28 court order that specifies to whom the Earnest Money is to be awarded. If the Real Estate is located in Ohio, and if within two
29 years from the date the Earnest Money was deposited in the broker's trust account, the parties have not provided the broker with
30 such signed instructions or written notice that such legal action to resolve the dispute has been filed, the broker shall return the
31 Earnest Money to the Buyer with no further notice to the Seller.

32 ***(ii) In the event that the parties do not designate an Ohio-licensed real estate broker, and designate another third-party**
33 **or the herein listed title company to hold the Earnest Money, the terms and conditions of this escrow hold shall be**
34 **governed by separate, third-party escrow terms. Separate escrow terms are attached.**

35 Both Buyer and Seller acknowledge and agree that, in the event of a dispute between Buyer and Seller as to entitlement of the
36 Earnest Money, the REALTORS® will not make a determination as to which party is entitled to the Earnest Money. Buyer and
37 Seller acknowledge that loss of Earnest Money may not be a party's sole remedy for failure to perform on the Contract.

38 b) **BALANCE:** The balance of the Purchase Price shall be paid by wire transfer, certified, cashier's, official bank, attorney or
39 title company trust account check on date of Closing, subject to the terms of applicable law.

40 **Settlement Charges:** In addition to costs incurred in order for the Seller to fulfill the terms of the Contract and to provide
41 marketable title, Seller agrees to pay actual settlement charges and/or other fees due at Closing on behalf of the Buyer, including,
42 but not limited to, discount points, closing costs, pre-pays, and any other fees allowed by Buyer's lender **in an amount not to**
43 **exceed \$ _____.**

44 **4. FINANCING CONTINGENCY:** Except as otherwise stated and agreed herein, Buyer shall pay any and all fees incurred
45 as a result of Buyer obtaining financing for the purchase. If Buyer's selected financing option includes a Buyer rescission period,
46 Buyer shall close on that loan with sufficient time for funds to be available on the Date of Closing of this Contract.

47 Buyer intends to use the Real Estate for the following purpose: Owner-occupied Rental Other: _____.

48 **CASH:** Buyer's written confirmation of available funds, on verifiable document from funding source, is attached
49 shall be provided within _____ calendar days beginning the day following the Contract Acceptance Date. If Buyer fails
50 to provide such documentation, then Seller may, by written notice to selling REALTOR® or Buyer, terminate this Contract.

Buyer's Initials _____ Date / Time _____ Seller's Initials _____ Date / Time _____

51 **CONVENTIONAL LOAN:** The Buyer's obligation to close this transaction is contingent upon Buyer applying for and
52 obtaining: (a) fixed adjustable or other first mortgage loan on the Real Estate, (b) in an amount not to exceed
53 _____% of the Purchase Price, (c) at an interest rate at prevailing rates and terms not to exceed _____%,
54 (d) for a term of not more than _____ years or at a higher rate or shorter term agreeable to Buyer.

55 **FHA/USDA/VA:** The Buyer's obligation to close this transaction is contingent upon Buyer applying for and obtaining
56 (a) FHA, [(1) fixed or (2) adjustable] (including FHA closing costs), USDA or VA (including VA funding fee)
57 first mortgage loan in the maximum amount not to exceed _____% of the Purchase Price, (b) at an interest rate
58 at prevailing rates and terms not to exceed _____%, (c) for a term of not less than _____ years or
59 at a higher rate or shorter term agreeable to Buyer. Buyer has been provided the **FHA For Your Protection: Get a Home**
60 **Inspection** disclosure. *When the Buyer is financing through FHA, USDA or VA, the Seller may be required to pay for certain fees.*
61 *Check with Buyer's lending institution. Whole house inspection fees may be paid by the VA Buyer, but must be paid outside of the*
62 *Closing. On FHA/USDA/VA contracts, the appraiser is not deemed to be a whole house inspector.*

63 **OTHER FUNDING SOURCE:** _____ (funding source) Buyer's written confirmation of
64 available funds, on verifiable document from funding source, is attached shall be provided within _____ calendar
65 days beginning the day following the Contract Acceptance Date. If Buyer fails to provide such documentation, then Seller may,
66 by written notice to selling REALTOR® or Buyer, terminate this Contract.

67 **Financing Timeframe: IF BUYER FAILS TO PROVIDE WRITTEN CONFIRMATION TO SELLER THAT BUYER**
68 **HAS COMPLETED ANY OF THE REQUIREMENTS OF THE FINANCING TIMEFRAME, AS SET FORTH IN**
69 **SUBSECTIONS (a) THROUGH (d) below, THEN SELLER MAY, AT SELLER'S SOLE DISCRETION, BY WRITTEN**
70 **NOTICE TO BUYER, TERMINATE THIS CONTRACT SO LONG AS WRITTEN NOTICE OF TERMINATION IS**
71 **DELIVERED TO BUYER PRIOR TO RECEIPT OF SUCH WRITTEN CONFIRMATION.**

72 **(a)** Buyer financing qualification letter based upon initial credit check and preliminary information provided by Buyer stating that
73 such qualification is is not contingent upon the closing of Buyer's other real estate and is attached shall be
74 provided to Seller within _____ calendar days beginning the day following the Contract Acceptance Date.

75 **(b)** Buyer shall complete a loan application, which shall include providing selected lender with "intent to proceed", including
76 payment for appraisal (if necessary), within _____ calendar days beginning the day following the Contract Acceptance Date
77 and will make a diligent effort to obtain financing. Within such timeframe, Buyer shall provide written notification to Seller
78 naming selected lender and confirming that this provision has been satisfied.

79 **(c)** Buyer or Buyer's lender shall provide written notification to Seller, that Conditional Approval has been obtained within
80 _____ calendar days beginning the day following the Contract Acceptance Date. Conditional Approval shall mean that the
81 loan has been underwritten with credit, income, debts, and assets (collectively, "Creditworthiness") verified and acceptable to
82 lender, subject only to: material changes of Buyer's Creditworthiness, appraisal, and marketability of title to be obtained prior to
83 final loan approval (clear to close).

84 **(d)** Buyer or Buyer's lender shall provide written notification to Seller, that loan approval (clear to close) has been obtained or waived
85 within _____ calendar days prior to the Date of Closing in Section 22.

86 Buyer shall make a diligent effort to obtain financing and shall provide all lender-requested documents to the lender in a timely
87 manner. **BUYER IS RELYING ON BUYER'S OWN UNDERSTANDING OF FINANCING TO BE OBTAINED AND**
88 **PROCESSES REQUIRED BY A LENDER AS WELL AS THE LEGAL AND TAX CONSEQUENCES THEREOF, IF ANY.**

89 **5. APPRAISAL CONTINGENCY:** Buyer's obligation to close this transaction is contingent upon Real Estate appraising at or above final
90 sales price of the Real Estate. Buyer has the right to obtain, at Buyer's expense, an independent appraisal performed by an appraiser licensed in Ohio.
91 In the event the Real Estate does not obtain an appraised value (by either Buyer's appraiser in connection with sale funded by cash or Other Funding
92 Source or Lender's appraiser in connection with a financed sale) equal to or greater than the Purchase Price, Buyer shall have the option to terminate
93 this Contract by delivering written notice to Seller (i) in the event of purchase via Cash or Other Funding Source, within _____ calendar days
94 beginning the day following the Contract Acceptance Date, or (ii) in the event of Conventional, FHA, USDA or VA financing, the time-frame set
95 forth in Section 4 above for obtaining a loan approval (such applicable time period being referred to as the "Appraisal Contingency Period"). If Buyer
96 does not deliver written notice to Listing REALTOR® Seller that Buyer is terminating the Contract prior to the expiration of the Appraisal
97 Contingency Period, then Buyer's option to terminate this Contract due to appraised value shall be deemed waived.

98 **6. INCLUSIONS/EXCLUSIONS OF SALE:** The Real Estate shall include the land, together with all buildings, improvements,
99 fixtures, and all items affixed or wired to the Real Estate located thereon (but excluding any items specifically excluded in 6b
100 below), and all appurtenant rights, privileges, easements, fixtures, and all of, but not limited to, the following items if they are
101 now located on the Real Estate and used in connection therewith: electrical; plumbing; heating and air conditioning equipment,
102 including window units; bathroom mirrors and fixtures; shades; blinds; awnings; window rods; window/door screens, storm
103 windows/doors; shrubbery/landscaping; affixed mirrors; affixed floor covering, wall-to-wall, inlaid and stair carpeting (attached
104 or otherwise); fireplace inserts/grates; fireplace screens/glass doors; wood stove; gas logs and starters; television and/or sound
105 system mounting brackets (excluding televisions and/or sound system), aerials/rotor operating boxes/satellite dishes (including
106 non-leased components); affixed humidifiers; water softeners; water purifiers; central vacuum systems and equipment;
107 doorbells/chimes; garage door openers/operating devices; all affixed surveillance, monitoring, security alarm systems/cameras

Buyer's Initials _____ Date / Time _____ Seller's Initials _____ Date / Time _____

108 and affixed-system operating controls; all affixed furniture/fixtures; utility/storage buildings/structures; inground/above ground
 109 swimming pools and equipment; swing sets/play sets; affixed basketball backboard/pole; propane tank/oil tank and contents
 110 thereof; electronic underground fencing transmitter and receiver collars, and parking space(s) number(s) _____ and
 111 storage unit number _____ (where applicable). The following appliances shall also be included: ranges, ovens,
 112 microwaves, refrigerators, dishwashers, garbage disposers, and trash compactors. Notwithstanding the foregoing, any free-
 113 standing, countertop appliances shall not be included unless specifically delineated in section 6a), below. **The following items,**
 114 **which are leased in whole or in part, shall be excluded from this sale** (please check appropriate boxes); water softener;
 115 security/alarm system; propane tank; satellite dish; satellite dish components: _____.

116 6a) **THE FOLLOWING ITEMS (WHICH ADD NO ADDITIONAL VALUE TO THE REAL ESTATE) ARE**
 117 **SPECIFICALLY INCLUDED WITH THE REAL ESTATE:** _____
 118 _____.

119 6b) **THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED FROM THE REAL ESTATE:** _____
 120 _____.

121 **7. CERTIFICATION OF OWNERSHIP:** Seller certifies that Seller owns all of the items listed in Section 6 and that they will be
 122 free and clear of any debt, lien or encumbrances at closing (except as listed in Section 22 of this Contract). Seller also represents that
 123 those signing this Contract constitute all of the owners of the title to the real property and other items as listed in Section 6, together with
 124 their respective spouses, if applicable. In the event of power of attorney, trust, corporation, limited liability company, inheritance or other
 125 right to transfer, documentation of authority to convey the Real Estate shall be provided to the title company upon request.

126 **8. SELLER'S CERTIFICATION:** Seller certifies to Buyer that **to the best of Seller's knowledge:** The Real Estate:

- 127 (a) is is not located in a Historic District.
- 128 (b) is is not subject to a lease.
- 129 (c) is is not subject to an agreement pertaining to joint maintenance of shared aspects of/by the Real Estate (not covered
 130 by HOA). If affirmative, describe: _____.
- 131 (d) is is not located in a flood plain requiring insurance.
- 132 (e) is is not subject to a municipal pre-sale inspection, disclosure, and/or certification of occupancy; if the Real Estate
 133 is located in a jurisdiction requiring housing inspection before transfer, Seller shall be responsible for completing and submitting
 134 the necessary application and will furnish to Buyer a copy of the resulting unconditional certificate on or before the date of Closing.
- 135 (f) is is not subject to pending orders of any public authority. If affirmative, describe: _____
 136 _____.
- 137 (g) has has not had work performed or improvement constructed that may result in future assessments. If affirmative,
 138 describe: _____.
- 139 (h) has has not received notices from a public agency with respect to condemnation or appropriation, change in zoning,
 140 proposed future assessments, correction of conditions or other similar matters. If affirmative, describe:
 141 _____.
- 142 (i) yes no toxic, explosive or other hazardous substances have been stored, disposed of, concealed within or released on
 143 or from the Real Estate and/or other adverse environmental conditions exist within the boundaries of the Real Estate. If yes,
 144 describe: _____.
- 145 (j) is is not subject to encroachments, shared driveways, party walls. If affirmative, describe: _____
 146 _____.
- 147 (k) yes no there are property tax abatements or homestead exemptions currently affecting the Real Estate. If yes, describe:
 148 _____.
- 149 (l) yes no there have been (site or area) improvements installed or services furnished, and/or Seller has received
 150 notification(s) from public authority(ies) or owner's association of future improvements, for which any part of the costs may be
 151 assessed against the Real Estate. If affirmative, describe: _____.
- 152 (m) is is not owned by any person(s) or entity(ies) subject to Foreign Investments in Real Property Tax Act (FIRPTA).

153 **9. HOMEOWNER ASSOCIATION/CONDOMINIUM DECLARATIONS, BYLAWS AND ARTICLES:** Real Estate

- 154 (a) is is not subject to a homeowner association established by recorded declaration with mandatory membership,
- 155 (b) is is not subject to currently approved and/or pending homeowner association assessment (separate from HOA fees).
 156 If affirmative, please provide amount(s) and describe: _____.
- 157 (c) is is not subject to mandatory fees imposed on the real estate [pool, golf course, other _____
 158 _____] (separate from HOA fees).

159 Seller certifies that the current HOA fees are: \$ _____ Monthly Quarterly Annually and/ or
 160 Other _____.

161 Seller further certifies that, to the **best of Seller's knowledge**, there are no Homeowner Association violations (current or
 162 outstanding) affecting the Real Estate except: _____.

163 If the Real Estate is subject to any such items listed above or any other restrictions/regulations known to Seller, Seller will, at
 164 Seller's expense, provide Buyer with a current copy of documents affecting the real estate including, but not limited to, documents
 165 recorded with the county, the Association Declaration, the Association's financial statements, Rules and Restrictions, schedule of
 166 monthly, annual and special assessments/fees, architectural standards (to the extent not included in the Rules and Restrictions),
 167 the Bylaws and the Articles of Incorporation, Minutes for the previous 2 years, and other pertinent documents (collectively,

168 "Documents") within _____ calendar days beginning the day following the Contract Acceptance Date ("Document Delivery
 169 Period"). Buyer shall have the right to disapprove of the Documents by delivering written notice of Buyer's disapproval to Seller
 170 within _____ calendar days beginning the day following the actual delivery date within the Document Delivery Period
 171 ("Disapproval Period"). If written notice of disapproval is delivered within the Disapproval Period, then this Contract shall become
 172 null and void. Unless written notice is delivered within the Disapproval Period, Buyer shall be deemed to have approved the
 173 Documents and waives the right to terminate the Contract based upon the terms and conditions of same. If Seller fails to provide
 174 Documents as required, Buyer has the right to terminate the Contract within 3 days of the Document the Document Delivery
 175 Period by providing written notice to Seller of such termination. Seller agrees, as a condition to Closing, to secure, at Seller's
 176 expense, written approval for this sale if required by the Documents. Seller, at Seller's expense, shall provide any letter of
 177 assessment required at Closing by the lender and/or title company. Buyer shall be responsible for, and Seller shall reasonably
 178 assist, in obtaining any lender-required documents from the association.

179 Buyer shall pay for all fees for documents required by the lender, including but not be limited to, application fees, association
 180 questionnaire fees, appraisal fees, wire transfer fees, etc.

181 At the time of closing, Buyer shall pay for any initial capital infusion or advance dues/assessments required by the association and
 182 related to the period of Buyer's ownership. Seller shall pay for any and all dues/assessments required by the association that shall
 183 come due and payable prior to the date of Closing and related to the period of Seller's ownership. Any dues/assessments that relate
 184 to a period of ownership for both, Buyer and Seller, shall be prorated at Closing. Seller shall also pay for the status letter and
 185 account transfer fees (this shall include **any and all** administrative, association and/or management fees incurred as a result of the
 186 sale and transfer of the real estate, regardless of how they are characterized by the association, including, but not limited to: new
 187 account set-up fees, certification fees, transfer fees, administrative fees, etc.), Seller acknowledges that it is Seller's responsibility
 188 to provide association contact information to the title company at least 14 calendar days prior to closing. Failure to do this may
 189 result in additional charges to Seller. Any and all expedited service fees charged by the association/management company shall
 190 be paid by Seller.

191 **10. MAINTENANCE:** Until physical possession is delivered to the Buyer, Seller shall continue to maintain the Real Estate,
 192 including, but not limited to, the grounds and improvements thereon. Seller shall repair or replace any appliances, equipment or
 193 systems currently in normal operating condition that fail prior to possession except: _____. Seller
 194 further agrees that until physical possession is delivered to the Buyer, the Real Estate will be in as good condition as it is presently,
 195 except for normal wear and casualty damage from perils insurable under a standard all risk policy. If, prior to Closing, the Real
 196 Estate is damaged or destroyed by fire or other casualty, Buyer shall have the option to (a) proceed with the Closing, or (b) terminate
 197 this Contract. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any
 198 substantial alterations or repairs without the written consent of the Buyer. **Buyer and Seller agree that Buyer shall be provided
 199 the opportunity to conduct a walk-through inspection of the Real Estate within 48 hours prior to Closing, solely for the
 200 purpose of ascertaining that the Seller has maintained the Real Estate as required herein and has met all other contractual
 201 obligations.** Upon Closing, Buyer shall become responsible for any risk of loss and for insurance for the Real Estate.

202 **11. HOME WARRANTY PROGRAM:** Buyer has been informed that home warranty programs may be available to provide
 203 potential additional benefits to Buyer. Buyer selects does not select a home warranty to be provided by _____
 204 _____ (Home Warranty Company) and paid for by _____ at an amount
 205 not to exceed _____.

206 **12. PROPERTY DISCLOSURE FORM:** Buyer has has not received the Ohio Residential Property Disclosure form
 207 or Seller represents and warrants that Seller is exempt from providing the Ohio Residential Property Disclosure (Ohio
 208 REALTORS® Residential Property Disclosure Exemption Form attached).

209 **13. BUYER'S OFF-SITE ACKNOWLEDGEMENT:** Buyer acknowledges that Buyer has conducted any and all desired
 210 investigations that are relevant to Buyer with regard to the municipality, zoning, school district, and legal use of the Real
 211 Estate and conditions outside of the boundaries of the Real Estate, including but not limited to, crime statistics, registration
 212 of sex offenders, noise levels (i.e., airports, interstates, environmental), availability and requirements and costs for delivery
 213 of utilities (water/power/etc.), local regulations/development or any other issues of relevance to the Buyer and has verified
 214 that the Real Estate is suitable for Buyer's intended use. Buyer assumes sole responsibility for researching such conditions.
 215 Notwithstanding anything to the contrary, Seller makes no representations or warranties with regard to these conditions and the
 216 use of the Real Estate. Buyer acknowledges that Buyer has been given the opportunity to conduct research pertaining to any and
 217 all of the foregoing prior to execution of this Contract. Buyer is relying solely on Buyer's own research, assessment and inquiry
 218 with local agencies and is not relying, and has not relied, on Seller or any REALTOR® involved in this transaction.

219 **14. REAL ESTATE INSPECTION CONTINGENCY: BUYER ACKNOWLEDGES THAT BUYER HAS BEEN
 220 ADVISED BY REALTOR® TO CONDUCT INSPECTIONS OF THE REAL ESTATE THAT ARE OF CONCERN TO
 221 BUYER AND HAS BEEN PROVIDED THE OPPORTUNITY TO MAKE THIS CONTRACT CONTINGENT UPON
 222 THE RESULTS OF SUCH INSPECTION(S).**

223 The Buyer, at Buyer's expense, has the option to have the Real Estate inspected by Ohio licensed home inspectors and/or other
 224 professionals qualified to perform assessments and services in a specific area of expertise. Inspections regarding the physical
 225 condition, insurability and cost of a casualty insurance policy(ies), boundaries, and use of the Real Estate shall be the sole
 226 responsibility of the Buyer. **Buyer is relying solely upon Buyer's examination of the Real Estate (personally or by Buyer's**

Buyer's Initials _____ Date / Time _____ Seller's Initials _____ Date / Time _____

227 inspectors and/or contractors), the Seller's representations and certifications, including those made herein, under the Ohio
228 Residential Property Disclosure, and under the Lead Based Paint Disclosure, if any. During the Inspection Period, Buyer
229 and Buyer's inspectors and contractors shall be permitted access to the Real Estate at reasonable times and upon
230 reasonable notice, and such persons shall be permitted to take photographic or video imagery of areas of the Real Estate
231 for use in reporting and further examination of its condition.

232 Buyer shall be responsible for any damage to the real estate caused by Buyer or Buyer's inspectors or contractors, which
233 repairs shall be completed in a timely and workmanlike manner at Buyer's expense.

234 Buyer understands and agrees that the inspection report(s) are not to be considered a list of required repairs and/or
235 corrections to the Real Estate. Buyer understands that the inspection report(s) may include notes which are for
236 informational purposes only and do not reflect the condition of the Real Estate. Buyer agrees that Seller is not required to
237 bring the Real Estate improvements up to the standards of current building code(s) that are now applicable in the area
238 where the Real Estate is located. Buyer understands that, except as may be further agreed in writing, Seller is not required
239 to make any corrections that may be noted in the inspection report(s).

240 Buyer has has not received the Seller's disclosure of any lead-based paint or lead-based paint hazards known to Seller on
241 the Real Estate, OR N/A for unimproved properties or for improved properties built 1978 or later.

242 Buyer has has not not applicable received the pamphlet "Protect Your Family From Lead in Your Home"
243 Notwithstanding anything to the contrary herein, certain loan types may require certain inspection(s). If so required, Buyer
244 and Seller agree to comply with the lender's requirements.

245 BUYER WAIVES THE RIGHT TO CONDUCT ANY AND ALL REAL ESTATE INSPECTIONS.

246 BUYER ELECTS TO CONDUCT LIMITED INSPECTION OF THE REAL ESTATE. Buyer's inspection contingency
247 is limited to inspection of ONLY the following: Termite and wood-boring insects, Lead-Based Paint Other: _____
248 _____.

249 BUYER ELECTS TO CONDUCT FULL INSPECTION OF THE REAL ESTATE. Buyer's inspection contingency is
250 unlimited in scope. Buyer may, but shall not be required to, conduct an inspection of any and all qualities, conditions and aspects of the
251 Real Estate, its land, and its improvements. By way of example, this shall include, but shall not be limited to: survey, fixtures, operating
252 systems, air conditioning, heating, roofing, pool, water quality/quantity, structural integrity, well, septic system, cistern, plumbing,
253 fireplace, mold, electrical, asbestos, radon, infestations, termite and wood-boring insects, lead-based paint, tree(s) quality and condition.

254 In accordance with Buyer's above election:

255 A. Buyer shall have a period of _____ calendar days (the "Inspection Period,") beginning on the day following
256 the Contract Acceptance Date, to conduct and complete any and all inspections of the Real Estate. Prior to the end of the
257 Inspection Period, Buyer shall:

258 i. Provide to Seller a signed, written request for Seller to correct any material conditions or matters adversely affecting
259 the Real Estate (the "Defect Notice".) The Defect Notice shall identify the conditions to which Buyer is requesting
260 correction by Seller, and shall include the relevant portion(s) of the inspection report(s) which describe the conditions
261 to be corrected. **Buyer agrees that minor, routine maintenance and cosmetic items are not to be considered**
262 **material and Buyer may not object to these in the Defect Notice.** Together with the Defect Notice, Buyer shall
263 provide to Seller written estimates for completion of the requested corrections, OR Seller shall obtain written
264 estimates during the Consideration Period.

265 **OR**

266 ii. Provide to Seller a signed, written notice of Buyer's satisfaction with the quality and condition of all aspects of the
267 Real Estate, its land, and its improvements (the "Notice of Satisfaction".)

268 **DELIVERY OF EITHER NOTICE IN THIS SECTION 14.A. SHALL DESIGNATE THE END OF THE**
269 **INSPECTION PERIOD. IN THE EVENT THAT BUYER SHALL FAIL TO TIMELY PROVIDE ANY**
270 **REQUIRED, WRITTEN NOTICE TO SELLER, BUYER SHALL BE DEEMED TO HAVE WAIVED ANY**
271 **FURTHER INSPECTIONS AND TO HAVE PROVIDED A NOTICE OF SATISFACTION TO SELLER.**

272 B. In the event that Buyer has timely delivered to Seller a Defect Notice, Seller shall have a period of up to _____ calendar
273 days (the "Consideration Period,") beginning on the day following the delivery of the Defect Notice, to evaluate Buyer's
274 request for correction(s). Prior to the end of the Consideration Period, Seller shall:

275 i. Provide to Buyer a signed, written agreement to correct all defects in the manner detailed and requested in Buyer's Defect Notice;

276 **OR**

277 ii. Provide to Buyer a signed, written counter-offer detailing Seller's agreement, if any, to correct defects identified in
278 Buyer's Defect Notice. Seller shall deliver such counter-offer even if Seller is not agreeing to correct any defects.

279 DELIVERY OF EITHER NOTICE IN THIS SECTION 14.B. SHALL DESIGNATE THE END OF THE
280 CONSIDERATION PERIOD. IN THE EVENT THAT SELLER SHALL FAIL TO TIMELY PROVIDE ANY
281 REQUIRED, WRITTEN NOTICE TO BUYER, SELLER SHALL BE DEEMED TO HAVE AGREED TO
282 CORRECT DEFECTS IN THE MANNER DETAILED AND REQUESTED IN BUYER'S DEFECT NOTICE.

283 C. In the event that Seller has timely delivered to Buyer a written counter-offer under Section 14.B.ii., the parties shall have
284 up to _____ calendar days (the "Settlement Period,") beginning on the day following the delivery of such counter-
285 offer, to reach a mutual, signed, written agreement detailing Seller's correction of defects, if any.

286 DELIVERY OF ANY MUTUALLY SIGNED, WRITTEN AND ACCEPTED COUNTER-OFFER FOR
287 CORRECTION OF DEFECTS (OR FOR NO CORRECTION OF DEFECTS) DURING THE SETTLEMENT
288 PERIOD SHALL END THE SETTLEMENT PERIOD. IN THE EVENT THAT THE PARTIES FAIL TO REACH
289 A MUTUAL, SIGNED, WRITTEN AGREEMENT UNDER THIS SECTION 14.C., THIS CONTRACT SHALL
290 AUTOMATICALLY TERMINATE.

291 D. Notwithstanding the forgoing, this Section 14.D. provides limited circumstances in which a Buyer may elect to not provide
292 a Defect Notice to Seller, and may unilaterally terminate this Contract without further opportunity for Seller's correction of
293 defect(s). In the event that Buyer's inspections reveal Real Estate condition(s), which conditions were not disclosed by
294 Seller prior to the Contract Acceptance Date and that evidence one or more of the following, specific matters: conditions
295 adversely affecting the structural integrity of the building(s), the presence of asbestos, the presence of lead-based paint, the
296 presence of any other Hazardous Materials (as defined below), and/or Other: _____,
297 and Buyer does not wish to provide Defect Notice to Seller in accordance with Section 14.A., then prior to the end of the
298 Inspection Period, Buyer shall deliver to Seller signed, written notification of Buyer's election to terminate the Contract (the
299 "Contract Termination Notice"), which Contract Termination Notice shall also identify the specific condition, together with
300 the relevant portion of Buyer's inspection report(s) evidencing the existence of such condition. Upon timely delivery to
301 Seller of the Contract Termination Notice, this Contract shall be terminated.

302 For purposes of this subsection D, "Hazardous Materials" means: (a) substances defined as "hazardous substances,"
303 hazardous materials," or "toxic substances" under federal, state or local law; (b) asbestos and any form of urea formaldehyde
304 foam insulation, transformers or other equipment which contain dielectric fluid or other fluids containing levels of
305 polychlorinated biphenyls; and (c) any other chemical, material or substance, exposure to which is prohibited, limited or
306 regulated by any governmental authority and poses a hazard to the health and safety of the occupants of the Real Estate.

307 **15. PROPERTY SURVEY:** Buyer acknowledges that it is Buyer's responsibility to confirm the location of the boundary lines
308 and/or to confirm the location of the improvements upon the Real Estate relative to such boundary lines, setback lines and/or
309 easements. Buyer, at Buyer's expense, shall obtain any survey of the Real Estate desired by Buyer and/or required by Buyer's
310 lender. **If Buyer desires for Buyer's obligations under this Contract to be contingent upon Buyer's satisfactory review of**
311 **evidence of survey, Buyer must complete any desired survey and proceed in accordance with the timelines and process**
312 **stated Section 14., herein. (Note: Any survey evidence required by lender is not subject to Buyer's Inspection contingency**
313 **and may still impact lender's terms and conditions to lend.)**

314 **16. PROPERTY INSURANCE VERIFICATION CONTINGENCY:** Buyer(s) acknowledges that it is Buyer's sole
315 responsibility to make inquiries and to confirm availability and cost of any and all policy(ies) of insurance reasonably desired by
316 Buyer and/or required by Buyer's lender, including, but not limited to, hazard, flood and personal property insurance. **BUYER IS**
317 **RELYING ON BUYER'S OWN UNDERSTANDING OF INSURANCE TO BE OBTAINED.** Buyer shall have **Fourteen**
318 **(14) calendar days** beginning the day following the Contract Acceptance Date to confirm that such insurance policy(ies) is/are
319 available and that the cost is acceptable to Buyer and Buyer's lender. If Buyer cannot obtain such policy(ies) and/or if the cost is
320 not acceptable to Buyer or Buyer's lender, then Buyer shall have the right to terminate this Contract by providing written
321 notification to Seller before the expiration of this Fourteen (14) calendar day period. If Buyer does not timely deliver to Seller a
322 written notice of termination, this contingency shall be waived.

323 **17. SELLER'S COOPERATION:** Seller agrees to make the Real Estate available, at reasonable hours, for access by licensed
324 real estate agents/brokers and Buyer, Buyer's inspectors, licensed appraisers and other authorized parties as required in order to
325 satisfy the terms of the Contract. **Seller shall have ALL utilities servicing the Real Estate on during the pendency of this**
326 **Contract. Buyer acknowledges that Buyer is not authorized to be present on the Real Estate without a licensed real estate**
327 **agent unless prior, express, written authorization is obtained from the Seller.**

328 **18. OTHER CONTINGENCIES/AGREEMENTS:**
329 See attached Addenda which are signed by all parties and incorporated into this Contract: _____
330 _____
331 _____
332 _____
333 _____
334 _____
335 _____

Buyer's Initials _____ Date / Time _____ Seller's Initials _____ Date / Time _____

336 **19. TITLE INSURANCE:** Title insurance is designed to protect the policyholder of such title insurance for covered losses
 337 caused by defects in title (ownership) to the Real Estate that are in existence on the date and time the policy of title insurance
 338 is issued. Title insurance is different from casualty or liability insurance. Buyer is encouraged to inquire about the benefits of
 339 owner's title insurance from a title insurance agency or provider. **An Owner's Policy of Title Insurance, while not required,
 340 is recommended. A Lender's Policy of Title Insurance, if required by the mortgage lender, does not provide protection
 341 to the Buyer.** Buyer acknowledges that it is Buyer's sole responsibility to make inquiries with regard to owner's title insurance
 342 prior to Closing.

343 1) Buyer **does not** select an Owner's Policy of Title Insurance at this time. Buyer may have the ability to obtain an Owner's
 344 Policy of Title Insurance on or after the time of closing, but any decision to obtain an Owner's Policy of Title Insurance after
 345 the date of Contract Acceptance shall be at Buyer's sole cost and expense and Buyer acknowledges that certain title premium
 346 discounts that are available at the time of closing will not be available when an Owner's Policy of Title Insurance is purchase
 347 at a later time.

348 2) **Buyer does select an Owner's Policy of Title Insurance, and:**

- 349 a) Buyer selects an Owner's Policy of Title Insurance at Buyer's expense.
- 350 b) Seller shall pay an amount not to exceed \$300 towards the purchase of an Owner's Policy of Title Insurance and Buyer
 351 shall be responsible for payment of the balance of the Owner's Policy of Title Insurance premium.
- 352 c) Seller shall pay the entire cost of an Owner's Policy of Title Insurance premium. When issued in connection with a
 353 lender's policy, seller shall pay the difference between lender and owner's policy including any simultaneous issue fees.

355 **Seller's agreement to pay any amount toward the purchase of an Owner's Policy of Title Insurance shall only apply to
 356 Buyer's election to purchase this policy at the time of closing.**

357 **20. PRORATIONS OF REAL ESTATE TAXES AND ASSESSMENTS:** Tax bills in Ohio are billed a full year in arrears.
 358 Buyer shall be responsible for any and all property tax bills that come due and payable in the next, semi-annual period that begins
 359 after the date of closing, including bills that relate to a period of ownership prior to Buyer's purchase. At Closing, Seller shall pay
 360 or credit on the settlement statement (a) all real estate taxes and assessments, including, but not limited to, penalties and interest,
 361 which became due and payable prior to and in the semi-annual period in which the Closing occurs, (b) a pro rata share, calculated
 362 as of the closing date in the manner set forth below, of the real estate taxes and assessments becoming due and payable after the
 363 closing, and (c) the amount of any agricultural tax savings accrued as of the Closing date which would be subject to recoupment
 364 if the Real Estate were converted to a non-agricultural use (whether or not such conversion actually occurs), unless Buyer has
 365 indicated that Buyer is acquiring the Real Estate for agricultural purposes.

366 If checked, Buyer hereby states that Buyer will use Real Estate for agricultural purposes and expressly waives Seller's payment
 367 to Buyer of the estimated agricultural tax savings subject to CAUV recoupment.

368 **TAX PRORATIONS:** Unless otherwise stated herein, all tax prorations shall be final at Closing. All prorations of real estate taxes
 369 shall be based upon the most recent available tax rates, assessments and valuations based upon the assessment method used by the
 370 county in which the Real Estate is located. It is the intent of the Seller and Buyer that each shall pay the real estate expenses as
 371 follows:

372 Seller's share is based upon the taxes and assessments which are a lien for the year of the Closing. Long Proration Method - Seller pays
 373 entire taxes due which cover the tax period(s) up to the date of Closing.

374 Short Proration Method: **ONLY CHECK THIS BOX IF THE SHORT PRORATION METHOD IS USED** - Seller's share
 375 shall be calculated as of the date of Closing, based upon the amount of the annual taxes (as determined by the most recently
 376 assessed tax amounts) to establish a daily rate of taxes and then multiplying the daily rate by the number of days from the first
 377 day of the current, semi-annual tax period to the date of Closing. If checked, the Short Proration Method shall be applicable and
 378 shall supersede the provision to use the Long Proration Method.

379 **ASSESSMENTS:** Any special assessments are payable in a single annual installment and shall be prorated based upon the
 380 assessment method selected above. Seller and Buyer acknowledge that actual bills received by Buyer after Closing for real
 381 estate taxes and assessments may differ from the amounts prorated at Closing. However, all Closing prorations shall be final,
 382 except for the following (if applicable): (i.e., tax abated property, new construction, etc.) _____
 383 _____ . Buyer shall assume responsibility for above items upon Closing.

384 **NEW CONSTRUCTION:** The Real Estate may contain a newly-constructed residence which at the time of Closing does not yet
 385 appear on the most recent official tax duplicate available, so that the tax bill prorated at the Closing shows taxes for only the vacant
 386 or partially improved land. Seller agrees that Seller is responsible for the amount of all real estate taxes assessed for the land and
 387 the residence through the date of Closing, regardless of when assessed, and if one or more tax bills are issued after the Closing
 388 which show taxes which were not prorated by Seller and Buyer at the Closing, Seller shall immediately pay the additional
 389 appropriate prorated amount to Buyer upon delivery by Buyer of the new tax bill(s). This provision shall survive the Closing and
 390 delivery of the deed, and the REALTOR® shall not be responsible for enforcement of this provision. Buyer shall be solely
 391 responsible for inquiring about and determining any tax credits or abatements available to the Real Estate.

Buyer's Initials _____ Date / Time _____ Seller's Initials _____ Date / Time _____

392 **21. OTHER PRORATIONS:** It is the intent of the Seller and Buyer that each shall pay the real estate expenses listed in (a) and
 393 (b) below due for the period of time that each owns the Real Estate. There shall be prorated between Seller and Buyer as of
 394 Closing: (a) homeowner/condominium association assessments and other charges imposed by the association under the terms of
 395 the Association/Condominium Documents, if applicable, as shown on the most recent official Association statement available as
 396 of the date of Closing, and/or, (b) rents and operating expenses if the Real Estate is rented to tenants. Security and/or damage
 397 deposits held by Seller shall be transferred to Buyer at Closing without proration. Seller and Buyer acknowledge that prorations
 398 are based on the information provided at closing and that actual amounts charged and/or collected for prorated items may differ;
 399 however, all Closing prorations shall be final.

400 **22. CONVEYANCE AND CLOSING:** Closing services will be provided by title company designated by Buyer:
 401 _____ (title company name and phone
 402 number). Title company and/or its attorney(s) do not represent either Buyer or Seller. If Buyer or Seller desires legal representation,
 403 they shall hire their own attorney. Both Buyer and Seller agree to execute all documents required by the closing/escrow agent. At
 404 Closing, Seller shall be responsible for transfer taxes/conveyance fees, Condominium or HOA transfer fees (this shall include any
 405 and all administrative, association and/or management fees incurred as a result of the sale of the real estate, including, but not
 406 limited to: new account set-up fees, certification fees, transfer fees, etc.), cost of acquiring HOA status letters, or any documents
 407 required by the HOA to facilitate the transfer of the real estate, deed preparation, title company settlement fees chargeable to Seller,
 408 the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Real Estate as required by this
 409 Contract; and shall convey marketable title (as determined with reference to the Ohio State Bar Association Standards of Title
 410 Examination) to the Real Estate by recordable and transferable deed of general warranty or fiduciary deed, if applicable, in fee
 411 simple absolute, with release of dower. Title shall be free, clear and unencumbered as of Closing, with the exception of the
 412 following, if applicable: (1) covenants, conditions, restrictions and easements of record, (2) legal highways, (3) any mortgage
 413 expressly assumed by Buyer and agreed to by Seller's current lender in writing, (4) all installments of taxes and assessments
 414 becoming due and payable after Closing, (5) zoning and other laws, (6) homeowner/condominium association fees becoming
 415 due and payable after Closing, and (7) the following assessments (certified or otherwise): _____
 416 _____ . Seller shall have the right at Closing to pay out of the
 417 Purchase Price any and all encumbrances or liens.

418 Date of Closing shall be _____, or as mutually agreed by the parties. Notwithstanding
 419 anything to the contrary, in the event that Buyer and Seller are proceeding in good faith performance under this Contract and
 420 Closing cannot occur due to occurrence or circumstance out of the direct control of either party, the Date of Closing shall be
 421 extended for a period of up to 7 calendar days. Unless otherwise agreed, such extension shall extend the terms of Possession and
 422 Occupancy by an equal number of days as Closing was extended.

423 Make deed to: _____.

424 **23. POSSESSION AND OCCUPANCY:** Subject to rights of tenants, possession/occupancy shall be given
 425 1) at Closing or
 426 2) on or before _____ o'clock (A.M.) (P.M.) (Noon) EASTERN/DAYLIGHT STANDARD TIME on
 427 _____, or such earlier possession/occupancy date that the Seller so notifies the Buyer.

428 Until such time, Seller shall have the right of possession/occupancy free of rent, unless otherwise specified, but shall pay for all utilities
 429 used. Seller shall order final meter readings to be made as of the occupancy date for all utilities serving the Real Estate and Seller shall
 430 pay for all final bills rendered from such meter readings. Seller shall provide all keys, door openers, and information for items that
 431 require codes/programming no later than the time of occupancy. Seller acknowledges and agrees that prior to Buyer taking possession
 432 of the Real Estate, Seller shall remove all personal possessions not included in this Contract and shall remove all debris. **If Seller fails to**
 433 **vacate as agreed in this Contract or any attached post-closing occupancy agreement, Seller shall be responsible for all additional**
 434 **expenses, including attorney's fees, incurred by Buyer to take possession as a result of Seller's failure to vacate.** This provision
 435 shall survive the Closing and delivery of the deed, and the REALTOR® shall not be responsible for enforcement of this provision.

436 **24. AGENCY DISCLOSURES:** Buyer and Seller acknowledge having reviewed the state-mandated agency disclosure statement(s).

437 **25. COMPANY SPECIFIC PROVISIONS:** _____
 438 _____
 439 _____
 440 _____
 441 _____.

442 **26. M.L.S. AND PUBLIC RECORD ACKNOWLEDGEMENT:** Seller and Buyer acknowledge that REALTOR® shall disclose
 443 this sales information to any Multiple Listing Service to which REALTOR® is a member and that disclosure by M.L.S. to other M.L.S.
 444 participants, affiliates, governmental agencies or other sources authorized to receive M.L.S. information shall be made. Seller and Buyer
 445 acknowledge that sales information is public record and may be accessed and used by entities, both public and private, without the consent
 446 of the parties. Seller and Buyer authorize REALTOR® to disclose financing settlement charges paid by Seller and other concession data
 447 upon inquiry by other real estate professionals and to any authorized database, as applicable, to the extent necessary to establish accurate
 448 market value.

Buyer's Initials _____ Date / Time _____ Seller's Initials _____ Date / Time _____

449 **27. SOLE CONTRACT:** The parties agree that this Contract constitutes their entire agreement and no oral or implied
 450 agreement exists. ANY SUBSEQUENT CONDITIONS, AMENDMENTS AND/OR OTHER MODIFICATIONS TO
 451 THIS CONTRACT SHALL NOT BE VALID AND BINDING UPON THE PARTIES UNLESS IN WRITING AND
 452 SIGNED BY ALL PARTIES, UPON WHICH SUCH WRITTEN AGREEMENT SHALL BECOME AN INTEGRAL
 453 PART OF THE CONTRACT. This Contract shall be binding upon the parties, their heirs, administrators, executors,
 454 successors and assigns.

455 This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together,
 456 shall constitute one and the same instrument. Faxes and Internet transmissions are an acceptable method of communication
 457 for physical delivery of the Contract, addenda(s) and notifications in this transaction and shall be binding upon the parties .

458 **28. GENERAL TERMS:** This Contract shall be interpreted and construed in accordance with the laws of the State of Ohio. Any
 459 and all Seller certifications, representations and/or warranties contained herein shall survive the actual date of closing for a period
 460 of One (1) year. If any provision of this agreement shall be deemed unenforceable by a court of law, this agreement shall be
 461 deemed modified only to the extent of such unenforceable provision(s) and the remainder of the agreement shall remain in full
 462 force and effect.

463 **29. SELLER NON-FOREIGN STATUS.** Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real
 464 property interest must, under certain circumstances, withhold tax if the transferor is a foreign person. If Seller is a foreign
 465 person (as that term is defined in the Internal Revenue Code and Income Tax Regulations), Seller acknowledges and agrees
 466 that at the time of Closing, Buyer may require tax withholding from Seller's proceeds up to the maximum amount permitted
 467 by law.

468 **30. ELECTRONIC SIGNATURES:** Manual or electronic signatures on contract documents, transmitted in original, facsimile
 469 or electronic format shall be valid for purposes of this Contract and any amendments, addendums or notices to be delivered in
 470 connection with this Contract.

471 **31. INDEMNITY:** Seller and Buyer recognize that the REALTORS® involved in the sale are relying on all information
 472 provided herein or supplied by Seller or Seller's sources and Buyer and Buyer's sources in connection with the Real Estate, and
 473 agree to indemnify and hold harmless the REALTORS®, their agents and employees from any claims, demands, damages,
 474 lawsuits, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any referrals, misrepresentation or
 475 concealment of facts by Seller or Seller's sources and/or Buyer and Buyer's sources.

476 **32. ELECTRONIC/WIRE FRAUD:** Email is **not** always secure or confidential. Never respond to a request that you send
 477 funds or nonpublic personal information, such as credit card or debit card numbers or bank account and/or routing numbers
 478 without first verifying the identity of the person requesting the information. If you receive an email message concerning a
 479 transaction and the email requests that you send funds or provide nonpublic personal information, **do not respond** to the email
 480 before verifying the identity of the person requesting the information and immediately contact the known individual/entity with
 481 whom you have an established relationship using a separate verified method of communication to determine/notify of suspected
 482 email fraud. **Only send nonpublic personal information to a verified and authorized recipient, and via secure methods**
 483 **of communication.**

484 **33. ACKNOWLEDGMENT:** Buyer and Seller acknowledge that any questions regarding legal liability with regard to any provision
 485 in this Contract, accompanying disclosure forms and addendums or with regard to Buyer's/Seller's obligations as set forth in this Contract
 486 must be directed to Buyer's/Seller's attorney. In the event the Broker provides to Buyer or Seller names of companies or sources for
 487 such advice and assistance, the parties additionally acknowledge and agree that the Broker does not warrant, guarantee, or endorse the
 488 services and/or products of such companies or sources.

489 **34. CONTRACT ACCEPTANCE DATE:** As used herein, the Contract Acceptance Date shall be defined as the date on which
 490 all provisions of the Contract have been accepted and agreed by all parties to the Contract, and the document reflecting the final
 491 signatures of acceptance has been physically delivered to the other party ("Contract Acceptance Date"). Contract performance
 492 dates and contingencies in the Contract shall commence the day following Contract Acceptance Date.

493 **35. EXPIRATION AND APPROVAL:** This offer is void if not accepted in writing on this Contract form, with this form
 494 physically delivered to Buyer or Buyer's agent on or before _____ o'clock (A.M.) (P.M.) (Noon)
 495 EASTERN/DAYLIGHT STANDARD TIME _____.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Buyer's Initials _____ Date / Time _____ Seller's Initials _____ Date / Time _____

496 **36. BUYER CERTIFICATION:** Buyer certifies and warrants that the signatory(ies) below has/have full authority to enter into
497 this agreement and that any and all additional signatories, spouse* or otherwise, who are necessary in order to purchase the property
498 or obtain lender financing for the Real Estate purchase have expressly agreed to sign such required purchase and/or financing
499 documents. (*Dower or other spousal rights may require signature of spouse even if spouse is not on loan or title deed.)

Print Buyer's Name Signature of Buyer or authorized party Date/Time

Print Buyer's Name Signature of Buyer or authorized party Date/Time

Buyer's Address

500 **37. ACTION AND CERTIFICATION BY SELLER:** The undersigned Seller has read and fully understands the foregoing
501 offer. Seller certifies and warrants that the signatory(ies) below are all of the title owners and each has/have full authority to enter
502 into this Contract and that any and all additional signatories, spouse* or otherwise, who are necessary in order to convey the Real
503 Estate, have expressly agreed to sign such required purchase and/or financing documents. (*Dower or other spousal rights may
504 require signature of spouse even if spouse is not on title deed.).

505 List all persons or entities, including yourself, who own any portion of the Real Estate and/or have an ownership interest in the
506 Real Estate (dower/ownership rights) and/or the names of the individuals whose signature is necessary in order to convey the real
507 estate: _____

508 _____ . In the event of power of attorney, trust, corporation,
509 limited liability company, inheritance or other right to transfer, documentation of authority to convey the Real Estate shall be
510 provided to the title company/settlement agent upon request.

511 Seller hereby:

512 **accepts** said offer and agrees to convey the Real Estate according to the above terms and conditions,

513 **rejects** said offer, or

514 **counteroffers** according to the above modifications initialed and dated by Seller, which counteroffer shall become null and
515 void if not accepted in writing on this Contract form, with this form physically delivered to Seller or Seller's agent on or before
516 _____ o'clock (A.M.) (P.M.) (Noon) EASTERN/DAYLIGHT STANDARD TIME _____ (Date).

Print Seller's Name Signature of Seller or authorized party Date/Time

Print Seller's Name Signature of Seller or authorized party Date/Time

Seller's Address

[ALL OWNERS AND SPOUSES OF OWNERS MUST SIGN.]

THE INFORMATION PROVIDED BELOW IS FOR ADMINISTRATIVE PROCESSING

CONTRACT ACCEPTANCE DATE (DATE OF DELIVERY OF FINAL SIGNATURES): _____ .
(Date/Time)

Note: Until acceptance of final offer/counter-offer has been physically delivered to the other party, either party may rescind their offer/counteroffer. Therefore, delivery of final contract to other party is to be made as soon as possible on the date of final signature(s).

RECEIPT OF EARNEST MONEY DEPOSIT: Failure to provide written verification as provided in Section 3 of the Contract to Purchase may result in Seller's termination of the Contract.

I hereby certify receipt of Earnest Money (check/money order # _____, wire/electronic transfer # _____, cash, other _____) in the amount of \$ _____.

I further certify that the funds shall be submitted for deposit in accordance with Ohio law and acknowledge that failure to deposit in a timely manner is a violation of license law.

Print REALTOR®'s Name/Firm REALTOR®'s Signature Date/Time

THE INFORMATION BELOW IS REQUIRED FOR MLS, TITLE, LENDER AND ADMINISTRATIVE PROCESSING

The signatories below grant permission to the settlement agent to provide to their respective Real Estate Broker or their authorized Sales Associates, copies of the Closing Disclosure and the Settlement Statement for review prior to Closing.

_____ Seller's Signature	_____ Date/Time	_____ Seller's Signature	_____ Date/Time
_____ Buyer's Signature	_____ Date/Time	_____ Buyer's Signature	_____ Date/Time

SELLING/BUYER'S REALTOR® Firm: _____

Address _____

Broker Firm State License Number _____ Broker Firm MLS ID _____

Contact (Agent) Name _____

Contact (Agent) State License Number _____ Agent MLS Number _____

Contact (Agent) Email and Phone _____

(Principal) Broker Name _____

Close Transaction under Team Leader in MLS yes no

Team Name: _____ Team Leader: _____ MLS ID: _____

LISTING/SELLER'S REALTOR® Firm: _____

Address _____

Broker Firm State License Number _____ Broker Firm MLS ID _____

Contact (Agent) Name _____

Contact (Agent) State License Number _____ Agent MLS Number _____

Contact (Agent) Email and Phone _____

(Principal) Broker Name _____

Close Transaction under Team Leader in MLS yes no

Team Name: _____ Team Leader: _____ MLS ID: _____