



RESIDENTIAL PURCHASE CONTRACT
(For use throughout the state of Ohio)



1 The term 'Broker' referenced throughout the purchase contract includes the brokerage(s) and any affiliated brokers and agents involved in this
2 transaction and shall include both the Seller's Broker and the Buyer's Broker unless otherwise agreed in writing. The term 'Contract' includes this
3 purchase contract plus all addendums and amendments agreed upon in writing by Buyer and Seller.

4 The Buyer offers to purchase from Seller the property described below in accordance with the terms delineated in this offer. This offer shall become
5 a legally binding Contract on the date of acceptance.

6 Property:

7
8 Street Address City/Township/Village County State Zip Code

9 Parcel I.D. Number(s) Also known as

10 Fixtures and Equipment: The property includes the land and all appurtenant rights, privileges and easements, all buildings and fixtures and
11 equipment required to operate said fixtures, including without limitation, all fixtures located on the property at the time of this offer including, but
12 not limited to: attached carpeting, awnings, bathroom mirrors, built-in appliances, built-in electronics wiring, ceiling fans, disposals, doorbell, garage
13 door openers and controls, heating and cooling, landscaping, plumbing, propane tanks and their contents, screens, security systems, smoke alarms,
14 solar panels and accessories, storm windows and doors, thermostats, TV antennas, wall mounts, water heater, water treatment systems, and whole
15 house generators owned by Seller and NOT leased.

16 Other included fixtures or equipment not listed above:

17

18 The following fixtures or equipment are excluded from the sale of the property:

19

20 The following fixtures or equipment are leased by Seller and excluded from the sale of the property:

21

22 Purchase Price shall be \$ in US dollars with immediately available funds at Closing.

23 Sale of Real property Contingency: Buyer's ability to finance this purchase and/or perform the terms of this Contract is contingent on: If
24 applicable check one of the following two options. If neither option is checked, this section does not apply and Buyer acknowledges there is
25 no real property sale contingency.

26 (Initial Here if applicable) The closing of real property owned by Buyer and situated at (street address)
27 which is currently under contract.

28 Buyer shall provide written notification to Seller within 24 hours if the pending contract is terminated at which point the Buyer and Seller
29 may either negotiate an extension or Seller may terminate the contract without recourse. If the Seller terminates the contract the EMD shall
30 immediately be returned to the Buyer without any additional signatures required.

31 (Initial Here if applicable) The sale and closing of real property owned by Buyer which is not currently under contract. Buyer and
32 Seller agree to the terms in the attached Addendum.

33 Form of Payment: Buyer to select and initial one of the following:

34 / Cash. (Initial Here if applicable) Buyer to pay purchase price in cash at closing affirming this Contract is not contingent on financing.

35 Within days (3 days if left blank) after the Date of Acceptance of this Contract, Buyer shall deliver to Seller or Seller's Broker evidence
36 satisfactory to Seller, verifying there are readily available liquid funds necessary to complete his transaction. If Buyer does not deliver said evidence
37 within the time period, or the evidence provided is not satisfactory to Seller, Seller may terminate this Contract by delivering written notice to Buyer
38 or Buyer's Broker. Seller's failure to deliver the written notice of termination within 5 days after the Date of Acceptance of the Contract shall
39 constitute a waiver of Seller's right to terminate pursuant to this provision.

40 / Financing. (Initial Here if applicable) This Contract is contingent upon Buyer obtaining financing for the purchase of the property,
41 subject to the terms below.

42 Loan Application: Within days, (7 days if left blank) after the Date of Acceptance of this Contract, Buyer to make formal application for a
43 Conventional FHA VA USDA Other (specify type) loan Buyer to pay any fees required
44 at the time of application, including appraisal.

45 Buyer shall demonstrate intent to proceed by:
46 • Buyer to have the Lender provide within 24 hours of loan application a lender signed letter on lender letterhead stating the buyers credit has
47 been reviewed and the Buyer is eligible for and has been pre-approved for the loan, the lender has reviewed the credit worthiness of the
48 customer and at the time of application their credit score exceeds the requirement with which to purchase said property and buyer has no
49 outstanding garnishments or other criteria that may impede said purchase. Said letter shall also state Buyer has provided the lender with all
50 supporting documentation, including but not limited to, as may be required, 2 years tax returns, W2's, 1099's, bank statements, brokerage
51 statements, DD214, or any other required documentation, otherwise Seller may terminate this contract at any time without recourse and the
52 EMD shall revert to the Buyer without any additional signatures required.

54 • Buyer to maintain their credit in good standing and funds to close.

55 Additional financing terms and conditions (i.e., downpayment amount, loan terms, loan to value ratio, etc.) _____

56 _____
57 _____

58 Any change in the source or amount of Buyer’s funding must be agreed upon in writing and signed by Buyer and Seller unless the change does not
59 impose any additional obligations on the Seller and does not impact the Buyer’s compliance with the dates delineated in this Contract.

60 **Seller Concessions:** Seller shall pay an amount not to exceed \$ _____ or _____ % of the purchase price at Closing, toward Buyer’s loan
61 closing fees including but not limited to, discount points, closing costs, documented pre-pays, lender’s policy of title insurance, and any other fees
62 allowed by Buyer’s lender. Aforementioned concessions do not apply to the cost of an owner’s policy of title insurance.

63 **Loan Commitment:** The Loan Commitment shall state that the lender will provide financing for the purchase of the property within ____ days
64 (30 days if left blank) of the Date of Acceptance of this Contract.

65 Buyer shall deliver one of the following to Seller or Seller’s Broker by the end of the Loan Commitment Period:

- 66 1. Written notice from the lender of Loan Commitment (without conditions); **OR**
- 67 2. Written notice from the lender of the loan denial and notice of termination of the Contract. If provided within 24 hours of the end of the
- 68 Loan Commitment Period, the EMD shall be disbursed pursuant to Lines 78-95 of this Contract. Buyer’s failure to deliver the notice of
- 69 loan denial and termination shall constitute a waiver of Buyer’s right to terminate this Contract for loan denial and EMD shall
- 70 automatically revert to the Seller and the Seller may immediately put the property back on market without any additional signatures
- 71 required.

72 **Appraisal Contingency:** This Contract _____ is _____ is not contingent upon the property being appraised by a licensed appraiser at or
73 above the purchase price. If the property appraises at less than the purchase price the Buyer may terminate this Contract by delivering written
74 notice and a copy of the appraisal to Seller or Seller’s Broker no later than 5 days from Buyer’s receipt of the appraisal. Buyer and Seller may, at
75 Buyer and Seller’s option, use the 5 day time period to reach an agreement in writing delineating any modified terms as a result of the appraisal.
76 Failure by Buyer to terminate this Contract within the applicable time period constitutes a waiver of this contingency and the Buyer will bring any
77 additional funds needed to closing. **This section does not apply if neither option is checked.**

78 **Earnest Money Deposit:** EMD, in the amount of \$ _____ if applicable, shall be held by the title company (Holder)
79 facilitating all aspects of escrow, settlement and title _____ (insert name of title
80 company here) and deposited in accordance with one of the following initials by the Buyer.

81 _____ / _____ (Initial Here if applicable) not later than 3 calendar days after execution of this contract by Buyer and Seller in writing.

OR

83 _____ / _____ (Initial Here if applicable) not later than 3 calendar days after the expiration of the Agreement to Remedy Period (provided this
84 Contract has not been terminated).

85 Buyer or Buyer’s Broker shall notify the Seller or Seller’s Broker confirming Buyer has made the earnest money deposit in writing within 3
86 calendar days of said EMD being deposited with the Holder. The EMD shall be deposited in the Holder’s escrow/trust account. Unless agreed
87 otherwise by the Buyer and Seller in writing, the EMD shall be disbursed at closing by the Holder in one of the following ways: returned to Buyer
88 or applied to purchase price.

89 If this transaction fails to close, the EMD shall be disbursed in accordance with written instructions signed by Buyer and Seller, or if applicable in
90 accordance with terms specifically delineated herein. In the event of a dispute between Seller and Buyer regarding the disbursement of the EMD,
91 excluding terms specifically delineated, the Holder shall, maintain such funds in its trust account until the Holder receives (a) written instructions
92 signed by Buyer and Seller specifying how the EMD is to be disbursed or (b) a final court order that specifies to whom the EMD is to be awarded.
93 If Buyer and Seller have not provided the Holder with such signed instructions or written notice that such legal action to resolve the dispute has
94 been filed after two years from the date the EMD was deposited in the Holder’s trust account, the Holder shall return the EMD to Buyer with no
95 further notice to Seller.

96 **Residential Property Disclosure Form:**

97 Unless exempt under O.R.C. 5302.30, Sellers of real property that includes one to four dwelling units must provide Buyer with a completed Ohio
98 Residential Property Disclosure Form. Seller agrees to provide Buyer with a Seller executed Ohio Residential Property Disclosure Exemption
99 Form if applicable. If the Ohio Residential Property Disclosure Form is required, but not provided to Buyer prior to the time buyer enters into a
100 contract to purchase, Buyer may rescind the Contract in writing any time prior to receiving and executing the Ohio Residential Property Disclosure
101 Form prior to closing.

102 Buyer _____ has _____ has not received an Ohio Residential Property Disclosure Form completed by Seller.

103 **Lead-Based Paint:** Buyer must be provided with the pamphlet entitled “Protect Your Family from Lead in Your Home,” either electronically or
104 hard copy, and the form “ Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.”
105 For housing constructed prior to 1978:

106 Buyer _____ has _____ has not received Seller’s disclosure of any lead-based paint or lead-based paint hazards known to Seller on the property.

107 Buyer _____ has _____ has not received the pamphlet “Protect Your Family from Lead in Your Home”.
(Pamphlet may be viewed at <https://ohiobrokerdirect.com/protect-your-family-from-lead-in-your-home/>)

108 **Inspections and Tests:** Broker recommends that Buyer conduct inspections and/or tests of the property and its components. Buyer
109 understands that all real property, fixtures and equipment may contain defects and conditions that are not apparent, and which may
110 affect the property's use, value, or safety. Buyer and Seller hereby acknowledge the Broker does not warrant, guarantee or assume
111 responsibility for the condition of the property.

112 Buyer and Seller agree that the following inspections and tests must be completed no later than ____ days (7 days if left blank) from the Date of
113 Acceptance of the Contract. Buyer shall have the right to perform any additional inspections recommended by Ohio licensed home inspector
114 based on the results of an inspection selected above within the Inspection Period. Per Ohio Revised Code 4764, an inspection or test of only a
115 specific component of the property may be performed by a qualified or licensed professional in that field if they are not a licensed home inspector.
116 It is the Buyer's responsibility to select and retain licensed and qualified inspector(s) and releases Broker of any liability regarding the selection or
117 performance of inspector(s). Buyer shall pay for the costs of all inspections and/or tests and Buyer is responsible for the repair of any damages
118 caused by Buyer's inspections and tests. All utilities shall remain on until possession is delivered to Buyer except utilities that were turned off at
119 the time of showing. However, Seller agrees to have all utilities turned on for inspections, tests, and appraisals unless otherwise agreed in writing.

120 **Request to Remedy or Termination:** Buyer may only terminate this contract for material defects which includes, but is not limited to, those
121 defects or conditions which impact the habitability, health, use or value of the property. Buyer may not terminate this contract for nonmaterial
122 defects or conditions including, but not limited to, cosmetic and routine maintenance issues. If the inspections or tests identify material defects,
123 Buyer may either terminate this Contract or provide Seller with a request to remedy specific defects prior to the end of the inspection period. A
124 notice of termination or request to remedy must be delivered in writing to Seller or Seller's Broker and must include a copy of the relevant pages
125 of the inspections, tests, or reports detailing the material defects. **If Buyer fails to provide a termination notice or a request to remedy on or**
126 **before the end of the Inspection Period, Buyer accepts the condition of the property AS IS;** Buyer's right to terminate this contract is waived.

127 If Buyer delivers a request to remedy any material defect not previously disclosed by Seller, Buyer and Seller shall have ____ days (3 days if left
128 blank) to reach a written agreement. The remedy period shall end when Buyer and Seller execute a written agreement regarding the requested
129 remedy. This Contract shall terminate if the Buyer and Seller do not execute a written agreement by the end of the remedy period unless the Buyer
130 has withdrawn the request to remedy in writing prior to the end of the remedy period. Buyer may terminate this Contract by delivering written
131 notice to Seller before the expiration of the remedy period. Upon termination, the EMD shall be disbursed pursuant to Lines 78-95 of this
132 Contract.

133 **Point of Sale Inspections:** If local law requires a Point of Sale Inspection, the Seller will deliver the Property point of sale compliance
134 verification prior to the transfer of title unless Buyer and Seller agree otherwise in writing.

135 **Sex Offender Registration/Off-site Conditions/Property Use:** Buyer has relied solely on Buyer's own due diligence and acknowledges Broker
136 and Seller have made no representations and does not warrant or guarantee any conditions, external or internal, regarding use of this property.
137 Buyer has facilitated all inquiries and research to obtain information from the Sheriff's office regarding the registration of sex offenders, any
138 conditions outside of the boundaries of the property, municipality, school district, zoning, school district, use of the property, etc.

139 **Property Accessibility:** During reasonable hours Seller shall make the property accessible to Broker, Buyer, Buyer's inspectors, licensed
140 appraisers as required to satisfy the terms of the Contract. **Buyer acknowledges that neither the Buyer nor anyone else is authorized to be**
141 **present on the property without the presence of the Seller or Licensed Real Estate Professional unless written authorization from the**
142 **Seller has been obtained.**

143 **Taxes and Assessments:** Buyer and Seller understand real estate valuations may be subject to retroactive change by governmental authority.

144 Seller shall pay or credit at closing:

- 145 • **Long Proration Method:** _____ (Initial Here if applicable) All agricultural use tax recoupments for years prior to the year of closing,
146 assessments in which there is a lien against the property as of the date of closing and all unpaid community development charges and real
147 estate taxes which are a lien for years prior to closing. Community development charges and property taxes for the year of closing based
148 on shall be prorated through the date of closing based on a 365-day year calculated per figures certified by the County Treasurer. **Seller**
149 **and Buyer acknowledge that actual bills received by Buyer after closing for real estate taxes and assessments may differ from the**
150 **amounts prorated at closing. In any event, all prorations agreed to by Buyer and Seller at closing shall be final.**
- 151 • **Short Proration Method:** _____ (Initial Here if applicable) **ONLY CHECK THIS LINE IF THE SHORT PRORATION**
152 **METHOD IS USED** - Seller's share shall be calculated as of the date of Closing, based upon the amount of the annual taxes (as
153 determined by the most recently assessed tax amounts) to establish a daily rate of taxes and then multiplying the daily rate by the number
154 of days from the first day of the current, semi-annual tax period to the date of Closing.

155 The community development charge, if applicable, is referenced in a covenant in an instrument recorded at (insert county) _____,
156 Vol. _____, Page number _____ or Instrument number _____.

157 Seller warrants that no improvements or services (site or area have been installed or furnished, nor notification received from public authority of
158 future improvements of which any part of the costs may be assessed against the property, except the following: **(none if nothing inserted)**
159 _____
160 _____

161 **Owners' Association:** If the property is a condominium unit governed by a Condominium Association or a Homeowners' Association, all
162 periodical Condo/Maintenance/HOA fees shall be prorated through the date of closing. The annual fee is _____, monthly fee is _____
163 and/or quarterly fee is _____. Buyer to pay all initial reserves/capital contributions and all fees associated with lender/title company
164 required document costs. Seller to pay all other fees that include, but are not limited to, delivery, expediting, management company, processing
165 and transfer fees. Seller shall provide Buyer with current copies of the declaration, Association bylaws, rules and regulations, any documents
166 pertaining to the current financial status of the Association as well as any material documentation referencing the creation or operation of the

167 Association within _____ days after the Date of Acceptance of the Contract by Buyer and Seller. Buyer has five (5) days after receipt of the
168 Association Documents to review and approve the same. If Buyer disapproves of the Association Documents, Buyer may terminate this
169 Agreement by providing written notice prior to the expiration of the five (5) day review and approval period and the termination procedures
170 shall apply. If Buyer fails to terminate, this section shall be waived. Approval by the Association _____ is _____ is not required. If
171 approval is required, Seller will attempt in good faith to obtain all required approvals at a minimum of (15) days prior to Closing, provide Buyer
172 a copy of approval upon receipt and convey the original at closing. Buyer shall have the right to terminate the Agreement if Seller does not
173 obtain all required approvals within 45 days after acceptance.

174 **Mortgage Proration Interest and Utility Charges:**

175 Seller to pay all utility and other lienable expenses through the date of possession.

176 **Property Survey:** If Buyer or Buyer's lender requires a location survey, such survey shall be paid for by Buyer. If a new boundary survey and
177 legal description are required by a local governmental authority for the property to be conveyed to Buyer, Seller shall provide and pay for the
178 new boundary survey and legal description.

179 Buyer's performance of this Contract _____ is _____ is not contingent upon a property survey confirming the location of the existing boundary
180 lines and/or the location of the improvements upon the property relative to such boundary lines, setback lines and/or easements. Buyer has
181 _____ days (**14 days** if left blank) from Date of Acceptance of this Contract to complete the survey and send Seller written notification of
182 termination. If Buyer fails to deliver such written notice, this contingency is waived.

183 **Deed and Conveyance:**

184 Closing services provided by (title company) _____ [also delineated in the EMD section of this contract].

185 Buyer and Seller agree to execute all legally required documents provided by the closing/escrow agent. Seller shall pay transfer taxes, Owners'
186 Association transfer fees, conveyance fees, deed preparation, settlement fees, all expenses for removing or discharging any defect, lien, or
187 encumbrance required for conveyance of the property delineated herein.

188 Seller shall convey to Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any,
189 or fiduciary deed, if necessary, free and clear of all liens and encumbrances unless otherwise agreed by Seller and Buyer in writing excluding
190 covenants, conditions, legal roadways, recorded easements, zoning regulations that do not impede the Buyer's ability to use the property as was
191 legally usable at the time of this contract as well as all coal, gas, mineral rights, oil and timber rights that have been leased or transferred of
192 public record. Seller warrants that during their ownership they have not transferred, conveyed, leased, or reserved any timber, coal, oil, gas, or
193 other mineral rights or interests in the property ("Rights/Interests"), nor does Seller have knowledge of any prior transfers, conveyances, leases,
194 or reservations of any Rights/Interests, except those of public record or those have been disclosed in this contract and the following (none if
195 nothing inserted): _____

196 Buyer acknowledges Seller may not have knowledge of the true extent of the ownership of such Rights/Interests. Buyer understands the title
197 search customarily performed for the transfer of real estate is a 40-year marketable title exam and does NOT determine, guarantee or warrant
198 ownership of the Rights/Interests, which would require a specific title search by qualified professionals searching back to the 1800s or earlier.
199 Buyer understands they have the right to obtain a title search to determine the ownership such Rights/Interests if so desired. Broker will not
200 provide legal advice concerning the Rights/Interests in the property.

201 **Make deed to:** _____

202 **Attorney Opinion Letter, Title Search and Title Insurance:** An **Attorney Opinion Letter (AOL)**, endorsed for use by Fannie Mae in all 50
203 states, may save the consumer money on the front end. HOWEVER, with utilization of an AOL, unlike a **Title Insurance Policy**, the Buyer/
204 Homeowner has little recourse and may be responsible for any liens associated with the property that may have been missed during the title
205 search. Title insurance is designed to protect the policy holder of such title insurance for covered losses caused by defects in title (ownership) to
206 the property that are in existence on the date and time the policy of the title insurance is issued. Broker recommends **while an Owner's Title
207 Insurance Policy is not required, Broker recommends Buyer evaluate the benefits of obtaining a title insurance policy. Buyer
208 acknowledges that it is Buyer's sole responsibility to make inquiries regarding the types of owner's title insurance policies available and
209 the coverages associated therewith prior to closing to determine the best policy to suit their needs. Buyer hereby acknowledges a
210 Lender's Policy of Title Insurance, if required by the mortgage lender (at an additional cost), does not provide protection to Buyer:
211 (Select One)**

212 _____ **Buyer selects an Attorney Opinion Letter (AOL) at Buyer's expense**

213 _____ **Buyer selects an ALTA Owner's Title Insurance Policy (standard)**

214 _____ **Buyer selects an ALTA Homeowners Title Insurance Policy (enhanced)**

215 _____ **Buyer elects NOT to obtain an Attorney Letter of Opinion nor Title Insurance Policy**

216 If a title insurance policy and title search are selected above, the cost shall be paid as follows (select one):

217 _____ **Buyer shall pay the entire cost.**

218 _____ **Seller shall pay the entire cost.**

219 _____ **Seller shall pay _____ % or an amount not to exceed \$ _____ and Buyer to pay the balance of the cost.**

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Rental and Security Deposits:

All rental income shall be prorated throughs the date of closing with security deposits transferred to Buyer. Keys, leases, rent roll and security deposits to be given to Buyer no later than closing.

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Foreign Investments in Real Property Tax Act (“FIRPTA”): If Seller is a “foreign person” as defined by FIRPTA, Section 1445 of the Internal Revenue Code, Buyer is required to withhold 15% of the amount realized by Seller on the transfer and remit the withheld amount to the Internal Revenue Service unless an exemption or reduced rate of withholding applies. If withholding is required, Treasury Regulations require Sellers and Buyers to provide their U.S. federal tax identification number on all filings. Seller and Buyer instruct the escrow/title agent or legal representatives to prepare, execute, and deliver any document reasonably necessary to comply with FIRPTA requirements.

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CLOSING: This Contract shall be performed, and this transaction shall be closed on or before _____ (insert date). For purposes of this Contract, Buyer and Seller agree that the transaction will be considered to have closed when the following has occurred: **(Initial One):**

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_____ All necessary documents have been executed by Buyer and Seller and the transaction has funded.

232

OR

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_____ All necessary documents have been executed by Buyer and Seller and funds have been disbursed to the Seller.

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Buyer and Seller authorize the settlement agent to provide to their respective Broker copies of the closing disclosure and settlement statement prior to closing.

236

Possession: Possession will be provided to Buyer using the Eastern Standard Time zone according to one of the following checked options:

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_____ At closing.

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_____ At _____ o'clock _____ AM _____ PM on _____ (insert date) following the closing.

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_____ (Insert number of days) after closing at _____ o'clock _____ AM _____ PM

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Seller shall be responsible for all expenses incurred by Buyer to obtain possession if Seller fails to vacate as agreed in this Contract or post-closing possession addendum.

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Property Maintenance:

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While Seller is in possession, Seller shall maintain the property in the same location, condition, and working order as the Date of Acceptance of this Contract, normal wear and tear excepted. This duty of maintenance shall include, but not limited to, the interior and exterior grounds and all structural and mechanical equipment, including all major appliances being conveyed.

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Debris and Personal Property:

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Property shall be broom swept clean and Seller shall remove all debris and personal property not included in this Contract, by the date and time of Buyer’s possession. If Seller fails to comply with this Paragraph, any personal property/debris remaining on the property shall be deemed abandoned and Seller shall be liable to Buyer for all costs associated with bringing the Property to broom clean condition and/or removal and disposal of Seller’s personal property and other debris.

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Final Verification of Condition:

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Buyer shall have the right to perform a final walk-through of the property to verify the condition of the Property no later than _____ days (3 Days if left blank) prior to execution of closing documents to confirm that (a) the property is in substantially the same condition as it was on the date of this Contract, normal wear and tear excepted or as otherwise agreed, and (b) repairs, if any, have been completed as agreed.

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Damage or Destruction of Property:

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Risk of loss to the property from fire or other casualty shall be borne by Seller until Closing. If any buildings or other improvements are materially damaged or destroyed by reason of fire or other casualty prior to Closing, Buyer shall have the right to either complete said purchase and to received the proceeds or any insurance payable in connection therewith or terminate this Agreement and recover all deposits.

261

Home Warranty:

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Buyer _____ selects _____ does not select a home warranty to be provided by _____ (name of company) and paid for by (check one of the following) _____ Buyer _____ Seller _____ Split equally between Buyer and Seller at an amount not to exceed \$ _____. Broker may receive compensation for services rendered in connection with the sale of the home warranty.

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Ohio Fair Housing Law:

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It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 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.

275 **Special Flood Hazard Area:** Unless previously disclosed by Seller, it is Buyer's sole responsibility to determine whether the property is in a
276 Special Flood Hazard Area. If it is determined that the property is in a Special Flood Hazard Area, Buyer may terminate this Contract by
277 sending written notice to Seller by either (1) no later than 5 days following the Date of Acceptance of this Contract if disclosed by Seller; or (2)
278 the end of the Loan Commitment Period if not previously disclosed. If Buyer fails to deliver such written notice, this contingency is waived.

279 **Electronic/Wire Fraud:** Buyer and Seller should never respond to any requests via email, phone or text for funds or nonpublic personal
280 information including but not limited to account numbers, credit and debit card numbers, login or password information, request for codes,
281 social security numbers, etc. Buyer and Seller should only communicate with the known individual/entity where an established relationship has
282 been created using a separately verified method of communication to determine the validity of the request. Buyer and Seller acknowledge
283 Broker will never ask for confidential information and is not liable for any information Buyer or Seller may provide to any third parties
284 whether via email, phone, text or otherwise.

285 **Multiple Listing Service and Concessions:** If the Broker is a member of the Multiple Listing Service (MLS) Buyer and Seller authorize
286 Broker to report sales information and financing concessions data to any Multiple Listing Service(s) or licensed appraisers researching
287 comparable sales to the extent necessary to accurately reflect market value.

288 **Indemnification:** Buyer and Seller acknowledge Broker is relying on all information provided herein or supplied by Seller or Buyer in
289 connection with the property and agree to indemnify and hold harmless Broker from any claims, demands, damages, lawsuits, liabilities, costs,
290 and expenses (including reasonable attorney's fees) arising out of any misrepresentation or concealment of facts by Seller and/or Buyer. Buyer
291 and Seller acknowledge Broker is not an engineering, environmental, financial, hazardous materials, inspections, insurance, structural, survey,
292 tax or legal expert and Broker advises Buyer and Seller to seek advice from licensed professionals in their prospective field. Buyer and Seller
293 acknowledge they have been advised to facilitate their own research and any companies, names, sources provided by Broker to Buyer or Seller
294 are not endorsed, guaranteed or warranted by Broker.

295 **Legal Counsel:** Buyer and Seller are encouraged to retain legal counsel to assist with any and all aspects of this transaction.

296 **Compliance with Dates:** Time is of the essence as to all dates set forth in this Contract. Any modifications must be in writing and signed by
297 the Buyer and Seller.

298 **Dispute Resolution:** Either Buyer or Seller may initiate legal action against the other Party in consideration of the terms stated in this Contract.

299 **Additional Terms / Conditions / Addenda:**
300 **[If applicable, Ohio Broker Direct escrow instruction contract addendum shall be incorporated herein.]**

301 _____
302 _____
303 _____
304 _____
305 _____
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307 _____

308 **Entire Agreement / Amendments to Terms:** Buyer and Seller agree that this Contract constitutes the entire agreement and no implied or oral
309 agreement exists. The terms and conditions of any addenda supersede any conflicting terms of this Contract, unless any addenda expressly state
310 otherwise. Any agreement to modify any terms of this Contract must be in writing and signed by Buyer and Seller to be enforceable. All
311 provisions delineated in this Contract shall survive the closing and delivery of the deed.

312 This Contract shall be governed by and construed in accordance with the laws of the State of Ohio without regard to principles of conflicts of
313 laws. All disputes, controversies, or litigation that may arise between Buyer and Seller must be brought in the county where the property is
314 located. No waiver by Seller or Buyer of any rights of Buyer and Seller hereunder shall be deemed or construed to be a waiver of such rights
315 with respect to other or future actions of Buyer and Seller. If any of the terms or conditions of this Contract are for any reason held to be invalid
316 or unenforceable, such invalidity or un-enforceability shall not affect any of the other terms or conditions of this Contract.

317 **Signatures:** Only manual or electronic signatures of Buyer and Seller on Contract documents shall be valid for purposes of this Contract and
318 any written amendments or required notices. For purposes of this provision electronic communication, for example but not limited to email
319 messages or text messages made by Buyer, Seller or Broker, are not considered terms of the Contract and are not binding on Buyer and Seller.
320 This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall
321 constitute one and the same instrument.

322 **Acceptance:** This Contract is binding upon Buyer and Seller and their legal representatives, successors and assigns when the final
323 documentation is signed by Buyer and Seller and is delivered to the offering party or their Broker. Acceptances and any notices required under
324 this agreement shall be provided by physical delivery or by electronic transmission and shall be effective upon delivery to the other party or
325 their Broker.

326 **Duration of Offer:** This offer is open for acceptance until _____ (insert date) at _____ o'clock _____ AM _____ PM,
327 Eastern Standard Time, unless withdrawn in writing before acceptance.

328 Buyer approves and understands this offer, is of legal age and capacity, has the authority to enter into this Contract. Buyer hereby affirms that
329 all additional signatories, including that of a spouse or otherwise, who are necessary in order to purchase the property or obtain lender
330 financing, have agreed to sign any required documents.

331 **Buyer acknowledges upon written acceptance and delivery this is a legally binding document. Day(s) after Acceptance starts at**
332 **12:01AM, Eastern Standard Time, the first day following the Date of Acceptance.**

333 _____
334 **Entity (if applicable)** _____ **Entity (if applicable)** _____

335 _____
336 **Buyer Signature** _____ **Date / Time** _____ **Buyer Signature** _____ **Date / Time** _____

337 _____
338 **Buyer Printed Name (and title if applicable)** _____ **Buyer Printed Name (and title if applicable)** _____

339 **Action By Seller:** Seller acknowledges, has read and understands this offer, is of legal age and capacity, has the sole and complete authority to
340 enter into this Contract and to sell the property. Seller affirms that the consent or approval of any other person or entity is not required.

341 _____ Seller accepts Buyer's offer and agrees to convey the property according to the terms and conditions herein.

342 _____ Seller rejects Buyer's offer.

343 _____ Seller counteroffers according to the modifications attached as Counteroffer Addendum or as modified herein via an electronic signature
344 platform. This counteroffer is open for acceptance until _____ (insert date) at _____ o'clock _____ AM _____ PM Eastern
345 **Standard Time.**

346 _____
347 **Entity (if applicable)** _____ **Entity (if applicable)** _____

348 _____
349 **Seller Signature** _____ **Date / Time** _____ **Seller Signature** _____ **Date / Time** _____

350 _____
351 **Seller Printed Name (and title if applicable)** _____ **Seller Printed Name (and title if applicable)** _____

352 **Release of Dower:** If Seller is married and Seller's spouse is not a party to this Contract, by signing below Seller's spouse hereby agrees to
353 sign a separate release of his/her dower interest in this property no later than the date of closing.

354 _____
355 **Seller's Spouse Signature** _____ **Date / Time** _____ **Seller's Spouse Printed Name** _____

356 **For administrative purposes only (if applicable):**

357 _____
358 **Buyer's Agent Name** _____ **Listing Agent's Name** _____

359 _____
360 **License #** _____ / **Phone #** _____ **License #** _____ / **Phone #** _____

361 _____
362 **Email** _____ **Email** _____

363 _____
364 **Brokerage / Broker & License #** _____ **Brokerage / Broker & License #** _____

365 Prepared exclusively for Ohio Broker Direct, its clients and customers, by Jay Blazek, Ohio Real Estate Attorney at Law.
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Buyer(s) Initials _____ / _____

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Seller(s) Initials _____ / _____