



**REALTOR® ALLIANCE of
GREATER CINCINNATI**

CONTRACT TO PURCHASE

This document has been prepared by REALTOR® Alliance of Greater Cincinnati and is for the use of its members only.

NOTE: This is a legally binding Contract. If not understood, seek legal advice. For real estate advice, consult a REALTOR®

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
 7 regard to any and all timelines. **Contract performance dates and contingencies in the Contract shall commence the**
 8 **day following Contract Acceptance Date.**

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

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

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

34 ***(ii) In the event that the parties do not designate an Ohio-licensed real estate broker and designate another**
 35 **third-party or the herein listed title company to hold the Earnest Money, the terms and conditions of this escrow**
 36 **hold shall be governed by separate, third-party escrow terms. Separate escrow terms are attached.**
 37 Both Buyer and Seller acknowledge and agree that, in the event of a dispute between Buyer and Seller as to entitlement
 38 of the Earnest Money, the REALTORS® will not make a determination as to which party is entitled to the Earnest Money.
 39 Buyer and Seller acknowledge that loss of Earnest Money may not be a party's sole remedy for failure to perform on the
 40 Contract.

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

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

47 **4. FINANCING CONTINGENCY:** Except as otherwise stated and agreed herein, Buyer shall pay any and all fees
48 incurred as a result of Buyer obtaining financing for the purchase. If Buyer's selected financing option includes a Buyer
49 recission period, Buyer shall close on that loan with sufficient time for funds to be available on the Date of Closing of this
50 Contract. Buyer intends to use the Real Estate for the following purpose: Owner-occupied Rental Other: _____

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

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

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

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

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

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

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

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

88 **(d)** Buyer or Buyer's lender shall provide written notification to Seller, that loan approval (clear to close) has been obtained or
89 waived within _____ calendar days prior to the Date of Closing in Section 23.

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

93 **5. APPRAISAL CONTINGENCY:** Buyer's obligation to close this transaction is contingent upon Real Estate appraising at or
94 above final sales price of the Real Estate. Buyer has the right to obtain, at Buyer's expense, an independent appraisal performed
95 by an appraiser licensed in Ohio. In the event the Real Estate does not obtain an appraised value (by either Buyer's appraiser
96 in connection with sale funded by cash or Other Funding Source or Lender's appraiser in connection with a financed sale) equal

97 to or greater than the Purchase Price, Buyer shall have the option to terminate this Contract by delivering written notice to Seller
98 (i) in the event of purchase via Cash or Other Funding Source, within _____ calendar days beginning the day following the
99 Contract Acceptance Date, or (ii) in the event of Conventional, FHA, USDA or VA financing, the time-frame set forth in Section
100 4 above for obtaining a loan approval (such applicable time period being referred to as the "Appraisal Contingency Period"). If
101 Buyer does not deliver written notice to Listing REALTOR® Seller that Buyer is terminating the Contract prior to the expiration
102 of the Appraisal Contingency Period, then Buyer's option to terminate this Contract due to appraised value shall be deemed
103 waived.

104 **6. INCLUSIONS/EXCLUSIONS OF SALE:** The Real Estate shall include the land, together with all buildings,
105 improvements, fixtures, and all items affixed or wired to the Real Estate located thereon (but excluding any items
106 specifically excluded in 6b below), and all appurtenant rights, privileges, easements, fixtures, and all of, but not limited to,
107 the following items if they are now located on the Real Estate and used in connection therewith: electrical; plumbing;
108 heating and air conditioning equipment, including window units; bathroom mirrors and fixtures; shades; blinds; awnings;
109 window rods; window/door screens, storm windows/doors; shrubbery/landscaping; affixed mirrors; affixed floor covering,
110 wall-to-wall, inlaid and stair carpeting (attached or otherwise); fireplace inserts/grates; fireplace screens/glass doors; wood
111 stove; gas logs and starters; television and/or sound system mounting brackets (excluding televisions and/or sound
112 system), aerials/rotor operating boxes/satellite dishes (including non-leased components); affixed humidifiers; water
113 softeners; water purifiers; central vacuum systems and equipment; doorbells/chimes; garage door openers/operating
114 devices; all affixed surveillance, monitoring, security alarm systems/cameras and affixed-system operating controls; all
115 affixed furniture/fixtures; utility/storage buildings/structures; inground/above ground swimming pools and equipment; swing
116 sets/play sets; affixed basketball backboard/pole; propane tank/oil tank and contents thereof; electronic underground
117 fencing transmitter and receiver collars, and parking space(s) number(s) _____ and storage unit number _____
118 (where applicable). The following appliances shall also be included: ranges, ovens, microwaves, refrigerators,
119 dishwashers, garbage disposers, and trash compactors. Notwithstanding the foregoing, any free-standing, countertop
120 appliances shall not be included unless specifically delineated in section 6a), below. **The following items, which are**
121 **leased in whole or in part, shall be excluded from this sale** (please check appropriate boxes); water softener;
122 security/alarm system; propane tank; satellite dish; satellite dish components: _____

123 **6a) THE FOLLOWING ITEMS (WHICH ADD NO ADDITIONAL VALUE TO THE REAL ESTATE) ARE SPECIFICALLY**
124 **INCLUDED WITH THE REAL ESTATE:** _____
125 _____

126 **6b) THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED FROM THE REAL ESTATE:** _____
127 _____
128 _____

129 **7. TERMS OF BROKER COMPENSATION:** Broker fees and commissions are not set by law, are fully negotiable, and
130 may be paid by the seller, the buyer, the landlord, the tenant, or a third party, or by sharing or splitting the fees and
131 commissions between brokers.

132 **(a) BUYER BROKERAGE:** Buyer represents and warrants that Buyer is represented by _____
133 ("Buyer Brokerage") and the following licensed salesperson(s) affiliated with Buyer Brokerage: _____
134 (Note: Fill in "none" if Buyer is not represented by any brokerage and/or licensed salesperson.)

135 **(b) BUYER REPRESENTATION AGREEMENT:** Buyer confirms that Buyer has has not (check one) signed a buyer
136 representation agreement with Buyer Brokerage setting forth the terms and the amount of compensation due from
137 Buyer to Buyer Brokerage in connection with the purchase of the Real Estate (the "Buyer Representation Agreement").

138 **(c) BROKERAGE COMPENSATION:** Buyer and Seller agree that brokerage fees and expenses incurred by Buyer under
139 the Buyer Representation Agreement in connection with the Buyer's purchase of the Real Estate ("Buyer's Brokerage
140 Fees") shall be paid at Closing as follows:

141 (i) Seller agrees to pay \$ _____ or _____ % of the Purchase Price to Buyer Brokerage at Closing, which
142 amount shall be paid out of the Seller's proceeds at Closing and disbursed to Buyer Brokerage on behalf
143 of Buyer and applied towards Buyer's Brokerage Fees due to Buyer Brokerage under the Buyer
144 Representation Agreement.

145 (ii) Buyer shall pay all remaining Buyer's Brokerage Fees (if any) due from Buyer under the Buyer
146 Representation Agreement (i.e., all Buyer Broker Fees due under the Buyer Representation Agreement,
147 less any agreed to be paid at Closing by Seller (if any)).

148 **(d) OTHER TERMS FOR PAYMENT OF COMPENSATION:** _____
149 _____

150 (If any blanks in sub-sections 7(c) and/or 7(d) above are not filled in, it shall be construed as zero or not
151 applicable.)

152 Buyer acknowledges that any amount Seller agrees to pay to the Buyer's Brokerage at Closing will not exceed the total
153 amount Buyer owes to the Buyer's Brokerage under the Buyer Representation Agreement. If Seller's payment is less than
154 the total amount owed, Buyer will be responsible for the remaining balance. For clarity, unless explicitly stated otherwise,
155 Seller is responsible for paying any amounts due to Seller's Listing REALTOR®. In the event that Seller is not receiving
156 any cash proceeds at Closing, the Seller remains obligated to fulfill this payment by other means. Both Buyer and Seller
157 confirm that they have not engaged any other real estate agents or brokers for this sale, other than those referenced in
158 this Contract (or in the information pages attached hereto).

160 **8. CERTIFICATION OF OWNERSHIP:** Seller certifies that Seller owns all of the items listed in Section 6 and that they will be
161 free and clear of any debt, lien or encumbrances at Closing (except as listed in Section 23 of this Contract). Seller also
162 represents that those signing this Contract constitute all of the owners of the title to the real property and other items as listed in
163 Section 6, together with their respective spouses, if applicable. In the event of power of attorney, trust, corporation, limited
164 liability company, inheritance or other right to transfer, documentation of authority to convey the Real Estate shall be provided
165 to the title company upon request.

166 **9. SELLER'S CERTIFICATION:** Seller certifies to Buyer that **to the best of Seller's knowledge:** The Real Estate:
167 (a) is is not located in a Historic District.
168 (b) is is not subject to a lease.
169 (c) is is not subject to an agreement pertaining to joint maintenance of shared aspects of/by the Real Estate
170 (not covered by HOA). If affirmative, describe: _____
171 (d) is is not located in a flood plain requiring insurance.
172 (e) is is not subject to a municipal pre-sale inspection, disclosure, and/or certification of occupancy; if the Real
173 Estate is located in a jurisdiction requiring housing inspection before transfer, Seller shall be responsible for
174 completing and submitting the necessary application and will furnish to Buyer a copy of the resulting unconditional
175 certificate on or before the date of Closing.
176 (f) is is not subject to pending orders of any public authority. If affirmative, describe: _____
177 _____
178 (g) has has not had work performed or improvement constructed that may result in future assessments. If
179 affirmative, describe: _____
180 (h) has has not received notices from a public agency with respect to condemnation or appropriation, change
181 in zoning, proposed future assessments, correction of conditions or other similar matters. If affirmative, describe:
182 _____
183 (i) yes no toxic, explosive or other hazardous substances have been stored, disposed of, concealed within or
184 released on or from the Real Estate and/or other adverse environmental conditions exist within the boundaries of the
185 Real Estate. If yes, describe: _____
186 (j) is is not subject to encroachments, shared driveways, party walls. If affirmative, describe:
187 _____
188 (k) yes no there are property tax abatements or homestead exemptions currently affecting the Real Estate. If
189 yes, describe: _____
190 (l) yes no there have been (site or area) improvements installed or services furnished, and/or Seller has
191 received notification(s) from public authority(ies) or owner's association of future improvements, for which any part of
192 the costs may be assessed against the Real Estate. If affirmative, describe: _____
193 _____
194 (m) is is not owned by any person(s) or entity(ies) subject to Foreign Investments in Real Property Tax Act (FIRPTA).

195 **10. HOMEOWNER ASSOCIATION/CONDOMINIUM DECLARATIONS, BYLAWS AND ARTICLES:** Real Estate
196 (a) is is not subject to a homeowner association established by recorded declaration with mandatory
197 membership,
198 (b) is is not subject to currently approved and/or pending homeowner association assessment (separate from
199 HOA fees). If affirmative, please provide amount(s) and describe: _____
200 (c) is is not subject to mandatory fees imposed on the real estate [pool, golf course, other _____
201 (separate from HOA fees).

202 Seller certifies that the current HOA fees are: \$ _____ Monthly Quarterly Annually
203 and/ or Other _____

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

207 If the Real Estate is subject to any such items listed above or any other restrictions/regulations known to Seller, Seller will,
208 at Seller's expense, provide Buyer with a current copy of documents affecting the real estate including, but not limited to,

209 documents recorded with the county, the Association Declaration, the Association's financial statements, Rules and
210 Restrictions, schedule of monthly, annual and special assessments/fees, architectural standards (to the extent not
211 included in the Rules and Restrictions), the Bylaws and the Articles of Incorporation, Minutes for the previous 2 years,
212 and other pertinent documents (collectively, "Documents") within _____ calendar days beginning the day following
213 the Contract Acceptance Date ("Document Delivery Period"). Buyer shall have the right to disapprove of the Documents
214 by delivering written notice of Buyer's disapproval to Seller within _____ calendar days beginning the day following
215 the actual delivery date within the Document Delivery Period ("Disapproval Period"). If written notice of disapproval is
216 delivered within the Disapproval Period, then this Contract shall become null and void. Unless written notice is delivered
217 within the Disapproval Period, Buyer shall be deemed to have approved the Documents and waives the right to terminate
218 the Contract based upon the terms and conditions of same. If Seller fails to provide Documents as required, Buyer has
219 the right to terminate the Contract within 3 days of the Document Delivery Period by providing written notice to Seller of
220 such termination. Seller agrees, as a condition to Closing, to secure, at Seller's expense, written approval for this sale if
221 required by the Documents. Seller, at Seller's expense, shall provide any letter of assessment required at Closing by the
222 lender and/or title company. Buyer shall be responsible for, and Seller shall reasonably assist, in obtaining any lender-
223 required documents from the association.

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

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

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

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

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

255 **14. BUYER'S OFF-SITE ACKNOWLEDGEMENT:** Buyer acknowledges that Buyer has conducted any and all
256 desired investigations that are relevant to Buyer with regard to the municipality, zoning, school district, and legal
257 use of the Real Estate and conditions outside of the boundaries of the Real Estate, including but not limited to,
258 crime statistics, registration of sex offenders, noise levels (i.e., airports, interstates, environmental), availability
259 and requirements and costs for delivery of utilities (water/power/etc.), local regulations/development or any other
260 issues of relevance to the Buyer and has verified that the Real Estate is suitable for Buyer's intended use. Buyer
261 assumes sole responsibility for researching such conditions. Notwithstanding anything to the contrary, Seller makes
262 no representations or warranties with regard to these conditions and the use of the Real Estate. Buyer acknowledges that
263 Buyer has been given the opportunity to conduct research pertaining to any and all of the foregoing prior to execution of

264 this Contract. Buyer is relying solely on Buyer's own research, assessment and inquiry with local agencies and is not
265 relying, and has not relied, on Seller or any REALTOR® involved in this transaction.

266 **15. REAL ESTATE INSPECTION CONTINGENCY: BUYER ACKNOWLEDGES THAT BUYER HAS BEEN ADVISED**
267 **BY REALTOR® TO CONDUCT INSPECTIONS OF THE REAL ESTATE THAT ARE OF CONCERN TO**
268 **BUYER AND HAS BEEN PROVIDED THE OPPORTUNITY TO MAKE THIS CONTRACT CONTINGENT UPON THE**
269 **RESULTS OF SUCH INSPECTION(S).**

270 The Buyer, **at Buyer's expense**, has the option to have the Real Estate inspected by Ohio licensed home inspectors
271 and/or other professionals qualified to perform assessments and services in a specific area of expertise. Inspections
272 regarding the physical condition, insurability and cost of a casualty insurance policy(ies), boundaries, and use of the Real
273 Estate shall be the sole responsibility of the Buyer. **Buyer is relying solely upon Buyer's examination of the Real**
274 **Estate (personally or by Buyer's inspectors and/or contractors), the Seller's representations and certifications,**
275 **including those made herein, under the Ohio Residential Property Disclosure, and under the Lead Based Paint**
276 **Disclosure, if any. During the Inspection Period, Buyer and Buyer's inspectors and contractors shall be permitted**
277 **access to the Real Estate at reasonable times and upon reasonable notice, and such persons shall be permitted**
278 **to take photographic or video imagery of areas of the Real Estate for use in reporting and further examination of**
279 **its condition.**

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

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

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

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

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

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

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

303 In accordance with Buyer's above election:

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

307 i. Provide to Seller a signed, written request for Seller to correct any material conditions or matters adversely
308 affecting the Real Estate (the "Defect Notice".) The Defect Notice shall identify the conditions to which Buyer
309 is requesting correction by Seller, and shall include the relevant portion(s) of the inspection report(s) which
310 describe the conditions to be corrected. **Buyer agrees that minor, routine maintenance and cosmetic**
311 **items are not to be considered material and Buyer may not object to these in the Defect Notice.**

312 **OR**

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

315 **DELIVERY OF EITHER NOTICE IN THIS SECTION 15.A. SHALL DESIGNATE THE END OF THE INSPECTION**
316 **PERIOD. IN THE EVENT THAT BUYER SHALL FAIL TO TIMELY PROVIDE ANY REQUIRED, WRITTEN**
317 **NOTICE TO SELLER, BUYER SHALL BE DEEMED TO HAVE WAIVED ANY FURTHER INSPECTIONS AND**
318 **TO HAVE PROVIDED A NOTICE OF SATISFACTION TO SELLER.**

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

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

324 **OR**

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

328 **DELIVERY OF EITHER NOTICE IN THIS SECTION 15.B. SHALL DESIGNATE THE END OF THE**
329 **CONSIDERATION PERIOD. IN THE EVENT THAT SELLER SHALL FAIL TO TIMELY PROVIDE ANY**
330 **REQUIRED, WRITTEN NOTICE TO BUYER, SELLER SHALL BE DEEMED TO HAVE AGREED TO CORRECT**
331 **DEFECTS IN THE MANNER DETAILED AND REQUESTED IN BUYER'S DEFECT NOTICE.**

332 (c) In the event that Seller has timely delivered to Buyer a written counter-offer under Section 15.B.ii., the parties
333 shall have up to _____ calendar days (the "Settlement Period.") beginning on the day following the delivery of such
334 counter-offer, to reach a mutual, signed, written agreement detailing Seller's correction of defects, if any.

335 **DELIVERY OF ANY MUTUALLY SIGNED, WRITTEN AND ACCEPTED COUNTER-OFFER FOR CORRECTION**
336 **OF DEFECTS (OR FOR NO CORRECTION OF DEFECTS) DURING THE SETTLEMENT PERIOD SHALL END**
337 **THE SETTLEMENT PERIOD. IN THE EVENT THAT THE PARTIES FAIL TO REACH A MUTUAL, SIGNED,**
338 **WRITTEN AGREEMENT UNDER THIS SECTION 15.C., THIS CONTRACT SHALL AUTOMATICALLY**
339 **TERMINATE.**

340 (d) Notwithstanding the forgoing, this Section 15.D. provides limited circumstances in which a Buyer may elect to
341 not provide a Defect Notice to Seller, and may unilaterally terminate this Contract without further opportunity for
342 Seller's correction of defect(s). In the event that Buyer's inspections reveal Real Estate condition(s), which
343 conditions were not disclosed by Seller prior to the Contract Acceptance Date and that evidence one or more of the
344 following, specific matters: conditions adversely affecting the structural integrity of the building(s), the presence of
345 asbestos, the presence of lead-based paint, the presence of any other Hazardous Materials (as defined below),
346 and/or Other: _____, and Buyer does not wish to provide Defect Notice to
347 Seller in accordance with Section 15.A., then prior to the end of the Inspection Period, Buyer shall deliver to Seller
348 signed, written notification of Buyer's election to terminate the Contract (the "Contract Termination Notice"), which
349 Contract Termination Notice shall also identify the specific condition, together with the relevant portion of Buyer's
350 inspection report(s) evidencing the existence of such condition. Upon timely delivery to Seller of the Contract
351 Termination Notice, this Contract shall be terminated.

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

358 **16. PROPERTY SURVEY:** Buyer acknowledges that it is Buyer's responsibility to confirm the location of the boundary
359 lines and/or to confirm the location of the improvements upon the Real Estate relative to such boundary lines, setback
360 lines and/or easements. Buyer, at Buyer's expense, shall obtain any survey of the Real Estate desired by Buyer and/or
361 required by Buyer's lender. **If Buyer desires for Buyer's obligations under this Contract to be contingent upon**
362 **Buyer's satisfactory review of evidence of survey, Buyer must complete any desired survey and proceed in**

363 accordance with the timelines and process stated Section 15., herein. (Note: Any survey evidence required by
364 lender is not subject to Buyer's Inspection contingency and may still impact lender's terms and conditions to
365 lend.)

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

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

380 **19. OTHER CONTINGENCIES/AGREEMENTS:**
381 See attached Addenda which are signed by all parties and incorporated into this Contract:
382 _____
383 _____
384 _____
385 _____
386 _____

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

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

399 **2) Buyer does select an Owner's Policy of Title Insurance, and:**
400 a) Buyer selects an Owner's Policy of Title Insurance at Buyer's expense.
401 b) Seller shall pay an amount not to exceed \$300 towards the purchase of an Owner's Policy of Title Insurance
402 and Buyer shall be responsible for payment of the balance of the Owner's Policy of Title Insurance premium.
403 c) Seller shall pay the entire cost of an Owner's Policy of Title Insurance premium. When issued in connection with
404 a lender's policy, seller shall pay the difference between lender and owner's policy including any simultaneous issue
405 fees.

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

408 **21. PRORATIONS OF REAL ESTATE TAXES AND ASSESSMENTS:** Tax bills in Ohio are billed a full year in arrears.
409 Buyer shall be responsible for any and all property tax bills that come due and payable in the next, semi-annual period
410 that begins after the date of closing, including bills that relate to a period of ownership prior to Buyer's purchase. At
411 Closing, Seller shall pay or credit on the settlement statement (a) all real estate taxes and assessments, including, but not
412 limited to, penalties and interest, which became due and payable prior to and in the semi-annual period in which the
413 Closing occurs, (b) a pro rata share, calculated as of the closing date in the manner set forth below, of the real estate
414 taxes and assessments becoming due and payable after the closing, and (c) the amount of any agricultural tax savings
415 accrued as of the Closing date which would be subject to recoupment if the Real Estate were converted to a non-

416 agricultural use (whether or not such conversion actually occurs), unless Buyer has indicated that Buyer is acquiring the
417 Real Estate for agricultural purposes.

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

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

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

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

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

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

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

453 **23. CONVEYANCE AND CLOSING:** Closing services will be provided by title company designated by Buyer:
454 _____ (title company name and phone number). Title company and/or its
455 attorney(s) do not represent either Buyer or Seller. If Buyer or Seller desires legal representation, they shall hire their own
456 attorney. Both Buyer and Seller agree to execute all documents required by the closing/escrow agent. At Closing, Seller
457 shall be responsible for transfer taxes/conveyance fees, Condominium or HOA transfer fees (this shall include any and all
458 administrative, association and/or management fees incurred as a result of the sale of the real estate, including, but not
459 limited to: new account set-up fees, certification fees, transfer fees, etc.), cost of acquiring HOA status letters, or any
460 documents required by the HOA to facilitate the transfer of the real estate, deed preparation, title company settlement fees
461 chargeable to Seller, the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the
462 Real Estate as required by this Contract; and shall convey marketable title (as determined with reference to the Ohio State
463 Bar Association Standards of Title Examination) to the Real Estate by recordable and transferable deed of general
464 warranty or fiduciary deed, if applicable, in fee simple absolute, with release of dower. Title shall be free, clear and
465 unencumbered as of Closing, with the exception of the following, if applicable: (1) covenants, conditions, restrictions and
466 easements of record, (2) legal highways, (3) any mortgage expressly assumed by Buyer and agreed to by Seller's current
467 lender in writing, (4) all installments of taxes and assessments becoming due and payable after Closing, (5) zoning and
468 other laws, (6) homeowner/condominium association fees becoming due and payable after Closing, and (7) the

469 following assessments (certified or otherwise): _____.
470 Seller shall have the right at Closing to pay out of the Purchase Price any and all encumbrances or liens.

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

476 Make deed to: _____

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

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

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

492 **26. COMPANY SPECIFIC PROVISIONS:** _____
493 _____
494 _____
495 _____

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

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

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

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

518 **30. SELLER NON-FOREIGN STATUS.** Section 1445 of the Internal Revenue Code provides that a transferee of a
519 U.S. real property interest must, under certain circumstances, withhold tax if the transferor is a foreign person. If Seller

520 is a foreign person (as that term is defined in the Internal Revenue Code and Income Tax Regulations), Seller
521 acknowledges and agrees that at the time of Closing, Buyer may require tax withholding from Seller's proceeds up
522 to the maximum amount permitted by law.

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

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

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

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

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

549 **36. EXPIRATION:** This offer is void if not accepted in writing on this Contract form, with this form physically delivered to
550 Buyer on or before _____ o'clock (A.M.) (P.M.) (Noon) EASTERN/DAYLIGHT STANDARD TIME
551 _____ (date).

552 **37. BUYER CERTIFICATION:** Buyer certifies and warrants that the signatory(ies) below has/have full authority to enter
553 into this agreement and that any and all additional signatories, spouse* or otherwise, who are necessary in order to
554 purchase the property or obtain lender financing for the Real Estate purchase have expressly agreed to sign such required
555 purchase and/or financing documents. (*Dower or other spousal rights may require signature of spouse even if spouse
556 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

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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	_____ Buyer's Signature	_____ Date/Time
_____ Seller'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 <input type="checkbox"/> yes <input type="checkbox"/> 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 <input type="checkbox"/> yes <input type="checkbox"/> no
Team Name: _____ Team Leader: _____ MLS ID: _____