

# RESIDENTIAL REAL ESTATE PURCHASE CONTRACT

Athens County Board of REALTORS® Inc.  
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This document has been prepared by the Athens County Board of REALTORS® Inc., in the State of Ohio, and is for the use of their members only. \*\*All changes and deletions to terms should be noted on a counteroffer, and any changes to language shall be noted on an addendum to this contract identifying the specific paragraph and language changed and/or deleted.

The term "day(s)" means calendar day(s) including holidays. A calendar day ends at 11:59pm unless otherwise stated. The term "day(s) after acceptance and delivery" starts at 12:00am the first day following the date of acceptance and delivery of the contract. The number of calendar days in this contract is a specific time frame agreed upon by Seller and Buyer. All deadlines are hard and fast, and the number of calendar days cannot be modified or waived except by a written agreement signed by both Parties. Time is of the essence in this contract and all addenda created for this contract. All references to dates and times refer to Eastern Time Zone.

The term "Brokerage" shall include, without limitation, Broker and/or Broker's agents and shall include, except where this contract clearly indicates otherwise, the Seller's Broker and the Buyer's Broker, if different.

Date: \_\_\_\_\_

Upon the following terms, the undersigned Buyer agrees to buy, and the undersigned Seller agrees to sell, through the Brokerages referred to in Section 18, the Property, described as being located in the State of Ohio, County of \_\_\_\_\_, tax parcel number(s) \_\_\_\_\_ and further described as (address): \_\_\_\_\_ (the "Property").

- Home is a manufactured home with a VIN number as defined in R.C. 3781.06(C)  Yes  No (check one)

1. Purchase price shall be \$ \_\_\_\_\_

1.1 Additional Terms and Conditions: \_\_\_\_\_

1.2 Closing Date: \_\_\_\_\_ Possession Date: \_\_\_\_\_  
(Please refer to section 13 for specific terms and conditions.)

## 2. Contingencies

- 2.1 **Home Sale Contingency.** This contract includes a home sale contingency.  If this box is checked, please refer to the Home Sale Contingency Addendum, attached and incorporated into this contract.
- 2.2 **Financing/Appraisal Contingency.** Any financing and/or appraisal contingency is set forth in Paragraph 4, in this contract.
- 2.3 **Inspection and/or Test Contingency.** Any inspection contingency is set forth in Paragraph 8, in this contract.
- 2.4 **Proof of Conveyance Contingency** is set forth in Paragraph 9.3, in this contract.

## 3. Earnest Money Clause.

Earnest Money may be or may not be offered with a purchase contract; it is not a legal requirement. If Earnest Money is offered by the buyer, please refer to the Earnest Money Addendum, which is attached and incorporated into this contract.

Earnest money  will be offered by Buyer  will not be offered by Buyer.

**4. Financing:** Buyer shall select and initial one of the following (Paragraph 4.1 (a), Paragraph 4.1(b), or Paragraph 4.2):

**4.1 (a) Cash**   (insert initials here) Buyer will pay the purchase price in cash at closing. Within \_\_\_\_\_ days after acceptance and delivery of this contract (if left blank, the number shall be three (3) days), Buyer shall deliver to the Seller or Seller's Brokerage one of the following: a letter from a financial institution, current bank statement, or other evidence reasonably satisfactory to Seller, that there are sufficient liquid funds available to complete this transaction. If selected, Paragraph 4.2, below, does not apply to this contract.

**(b) Seller Financing.** See attached addendum. Buyer   (if applicable, insert initials here)

**4.2 Lender Financing**   (insert initials here) This contract is contingent upon Buyer obtaining financing for the purchase of the Property, subject to provisions set forth in this Paragraph 4.2(a) and(b).

**(a) Lender Prequalification:** Buyer   (insert initials here) has delivered OR   (insert initials here) shall deliver within \_\_\_\_\_ days after date of acceptance and delivery (if left blank, the number shall be five (5) days), to Seller or Seller's Brokerage, a lender's pre-qualification letter or approval letter stating that Buyer's credit report has been reviewed and that Buyer is prequalified to obtain a loan sufficient to finance the purchase of the Property ("Pre-Qualification Letter"). If Buyer does not deliver the Prequalification Letter within the stated time-period, Seller may terminate this contract.

Seller's election to terminate is Seller's sole legal remedy for Buyer's failure to deliver the Prequalification Letter, bars any additional legal or other claims that Seller may have against Buyer, and constitutes Seller's consent to disburse any Earnest Money Deposit according to the Earnest Money Addendum.

**(b) Loan Application:** Buyer shall make formal application for a \_\_\_\_\_ (write in type of loan): Conventional, FHA, VA, USDA, or (other) loan, although Parties agree the type of loan may change. Buyer shall provide information and documentation to and otherwise comply with all reasonable requests made by the lender and closing agent during the mortgage loan application and approval process, and Buyer shall keep their credit in good standing until closing. If, at any time, the lender notifies Buyer that it will not be able to provide financing upon the terms and conditions stated in the good faith estimate, Buyer may terminate this contract by delivering a copy of the lender's written notification to Seller or Seller's Brokerage within three (3) days following Buyer's receipt thereof. Upon delivery, any Earnest Money Deposit shall be disbursed according to Earnest Money Addendum. Failure of Buyer to deliver the lender's written notification within three (3) days following Buyer's receipt of lender notification, constitutes a waiver of Buyer's right to terminate, pursuant to this provision.

**4.3 Appraisal Contingency:** This contract  is contingent /  is not contingent on Buyer's receipt of an appraisal that is in conformance with the standards of Buyer's lender, if any, and the Property appraising for equal to or greater than the contract Purchase Price. If the Property is appraised for less than the contract Purchase Price, Buyer shall have the right to terminate or renegotiate a new purchase price by providing written notice of appraised value lower than contract price, along with a copy of the appraisal report, to Seller or Seller's Brokerage, within three (3) days of Buyer's receipt of the appraisal report. If, within three (3) days of Buyer's written notice to Seller, the Parties are not able to agree upon a new purchase price and terms, this contract shall terminate, and any Earnest Money Deposit shall be disbursed according to the Earnest Money Addendum. Nothing in this contingency obligates the Buyer or Seller to agree to a new purchase price or terms. Failure of Buyer to deliver the written notice of low appraised value constitutes a waiver of Buyer's right to terminate.

**5. Taxes and Assessments:**

**5.1** The real estate taxes for the Property for the current year may change as a result of the transfer of the Property, or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority.

**Seller shall pay or credit to Buyer at closing:**

- (a)** all delinquent taxes, including penalty and interest;
- (b)** all assessments in which a lien is on the Property through the date of closing;
- (c)** all agricultural use tax recouplements for years prior to the year of closing, if Seller has removed Property

from CAUV enrollment prior to closing;

**(d)** all other unpaid real estate taxes imposed by Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and

**(e)** a portion of such taxes for the year of closing, prorated through the date of closing based on a 365-day year. If taxes are undetermined for the year of closing, the proration shall be based on the most recent available tax rate and valuation, considering any applicable exemptions, recently voted millage, change in valuation, etc., whether certified or not certified. Seller and Buyer acknowledge that actual bills received by Buyer after closing for real estate taxes and assessments may differ from the amounts prorated at closing. In any event, all prorations agreed to by the parties at closing shall be final.

**(f)** If the Property is enrolled in the county agricultural use valuation (CAUV) program at the time of closing, and Buyer chooses not to continue CAUV enrollment, Buyer shall be responsible for any tax recoupments assessed to the Property after the date of closing.

These adjustments shall be final, except for the following: (none if nothing inserted) \_\_\_\_\_

**5.2** Seller warrants it has not received any notification from a government entity or owner's association (if applicable) and is not otherwise aware of assessments for future improvements, except as disclosed on a separate addendum, which shall be attached to and incorporated in this contract.

## 6. Utility Charges, Condominium or Association Charges, Rentals, and Security Deposits:

Please see addendum pertaining to rented or leased property. Leases shall be provided to Buyer by (if left blank, the number shall be five (5) days) after the date of acceptance and delivery of the contract.

**6.1** Through the date of possession, Seller shall pay all accrued utility charges and any other charges that are or may become a lien on the Property.

**6.2** At closing, Seller shall credit Buyer a prorated amount of condominium, homeowner's association or other association periodic charges. Buyer shall credit Seller a prorated amount of pre-paid condominium, homeowner's association or other association dues. Charges and/or pre-paid dues shall be prorated through the date of closing based on a 365-day year.

## 7. Fixtures and Equipment:

Seller shall convey to Buyer all fixtures owned by the Seller, in the same location and working order; fixtures are considered to add no value and include, but are not limited to, the following list:

- All light fixtures
- All exterior plants, trees
- Smoke and carbon monoxide detectors
- Landscaping lights and controls
- Attached floor coverings
- Stationary tubs
- Attached media brackets (excluding televisions and audio/visual components attached to brackets)
- Storm and screen doors and windows
- Attached mirrors
- Attached wall-to-wall carpeting
- Bathroom, lavatory and kitchen- built-in appliances
- Central vacuum systems and attachments
- TV Antennas/satellite fixtures
- Curtain rods and window blinds (excluding draperies and curtains)
- Water conditioning systems
- Fences, including subsurface electric fences and components
- Fire, smoke and security systems and controls
- Kitchen islands
- City-owned garbage/recycling bins
- Fireplace inserts, logs, grates, doors and screens
- Garage door openers & controls
- Central and/or affixed heating and air conditioning units
- Humidifying equipment and their control apparatuses
- Mailboxes and permanently affixed flagpoles
- Outside cooking units, if attached to the Property
- Pumps and sump pumps
- Fixed generators
- Sheds and gazebos; fixed landscaping accessories

And the following, which shall be the same as of the date of Buyer's offer:

- Refrigerator  Washing machine  Dryer  Dishwasher  Microhood/Microwave  Gas Range
- Electric range  Trash compactor  Freezer  Double oven  Built-in wine cooler/refrigerator

7.1 Also including the following: \_\_\_\_\_

7.2 The following shall be excluded: \_\_\_\_\_

7.3 The following leased items shall be  included  excluded: \_\_\_\_\_

- Solar panels & accessories  Water heater  Propane tank  Security system  Kitchen appliances
- And: \_\_\_\_\_

### 8. Inspections and/or Tests

**8.1 Inspections, Tests, & Reports.** This contract shall be subject to the following inspection(s) to be completed by a qualified inspector of Buyer's choice, at Buyer's expense.

**The Parties agree to the following inspections, tests, and reports:**

- General Home       Bedbug       Mold       Septic System       Structural       Water/Well
- Lead-Based Paint       Radon       Survey       Flood Insurance       Interior Gas Line       Zoning
- Property Insurability       Wood-Destroying Insect       Other: \_\_\_\_\_

**Inspections and/or tests will be completed by:** \_\_\_\_\_ **("Completion Deadline").**

**If left blank, the Completion Deadline shall be ten (10) days from acceptance and delivery of the contract.**

**8.2 The state of Ohio requires that a home inspector be licensed.** Inspections or tests made with respect to a specific condition or component may be performed by a qualified professional exempt from the home inspector licensing requirements under ORC chapter 4764. Broker recommends Buyers hire industry professionals with the highest standard of licensure/ certification available per state and local custom. Specialty inspectors such as roof or plumbing inspectors may not perform the whole home inspection but may conduct inspections that fall under the specific scope of their own licensure. Septic system inspections and water testing are typically conducted by a Sanitarian from the County Health Department in which the Property is located. Buyer assumes sole responsibility to select and retain qualified inspector(s) and releases Broker of any liability regarding the selection or retention of inspector(s). It is recommended that Buyer determine the status of the Property regarding the possible need for flood insurance, and the insurability of the Property.

For any and all inspections selected above, Buyer shall have until the Completion Deadline to have any and all of the inspections and/or tests completed. **Buyer shall pay the costs of all inspections and/or tests**, except Seller may be required to pay for the termite inspection in advance of closing if Buyer is purchasing the Property with a VA Loan. Buyer shall be responsible for paying for lender-required repairs unless Buyer and Seller agree to other terms in writing. Buyer shall be responsible for any damage caused by Buyer's inspections and/or tests. Seller shall cooperate in making the Property reasonably available for inspections and/or tests. Provided advance notice is provided to the Seller, Seller authorizes non-Realtors®, such as licensed appraisers or inspectors with lock box privileges via the MLS system, to access the Property without the Broker or other real estate licensee present. Seller shall have all utilities and water turned on and available for Buyer's inspections.

If Buyer does not select any inspections/tests in Paragraph 8.1, Buyer declines to conduct inspections/tests and agrees to purchase the Property in its "AS IS" present physical condition. Buyer acknowledges that Buyer is acting against the advice of Buyer's agent and broker. Buyer understands that all real Property, fixtures and equipment may contain defects and conditions that are not apparent, and which may affect the Property's use, value or safety. Buyer and Seller agree that the brokers and agents do not guarantee and in no way assume responsibility for the Property's condition.

**8.3 Request to Remedy or Termination.** IT IS NOT THE INTENTION OF THIS PROVISION TO PERMIT BUYER TO

TERMINATE THIS CONTRACT FOR COSMETIC OR NONMATERIAL CONDITIONS, OR FOR CONDITIONS FULLY DISCLOSED IN WRITING TO BUYER BEFORE ENTERING INTO THIS CONTRACT. If Buyer is not in good faith satisfied with the condition of the Property as disclosed by the Buyer's inspections and test reports selected above, then Buyer may, on or before the Completion Deadline, either terminate this contract or provide Seller with a request to remedy. A notice of termination or request to remedy must be delivered in writing to Seller or Seller's agent and must be accompanied by a copy of the inspections, test, or reports specifying the unsatisfactory conditions. Failure of Buyer to provide a notice of termination or a request to remedy on or before the Completion Deadline constitutes Buyer's acceptance of the condition of the Property and shall be a waiver of Buyer's right to terminate pursuant to this provision.

If Buyer delivers a request to remedy, Seller may provide remedy in the form of compensation or repairs, any such repairs to be reasonably acceptable to Buyer, or other resolution to which Buyer and Seller agree in writing, or Seller may decline to provide remedy. If Buyer and Seller are unable to reach a resolution as to the unsatisfactory conditions within \_\_\_\_\_ days (if left blank, it shall be three (3) days) of Buyer's request to remedy, then Buyer may terminate the contract with written notice delivered to Seller or Seller's agent within two (2) days of the deadline set forth in this sentence.

Upon termination, any Earnest Money Deposit shall be disbursed according to the Earnest Money Addendum.

## 9. Deed and Conveyance Status

**9.1** Seller shall deliver to Buyer a good and sufficient transferable Warranty Deed, or Fiduciary Deed if appropriate, subject to all ordinances, restrictions, reservations, rights of way, and leases of record, with appropriate release of dower, if any, conveying a good and marketable title to the subject Property to Buyer free and clear of all liens and encumbrances, except taxes and assessments, both general and special from the date of closing and thereafter. Marketability of the title shall be determined in accordance with the standards of title examination adopted by the Ohio State Bar Association. The deed of Seller is to be delivered to Buyer at the closing. The closing shall be Buyer's choice, at the location of Buyer's lender, attorney, or title company within 25 miles of the Property unless otherwise agreed to in writing by Buyer and Seller. At closing Seller shall sign a title company required form and/or a standard affidavit regarding the presence of liens, encroachments, and the construction of improvements on the Property, and other off record title matters in accordance with community custom.

**9.2** If title to all or part of the real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's standards of marketability and title examination, Seller may remedy or remove such defect, lien, encumbrance, or encroachment ("Defect") or notify Buyer in writing if Defect is unable to be removed. Seller must make a reasonable effort to attempt to remove the Defect. Seller shall have \_\_\_\_\_ days (if blank the number of days shall be fourteen (14) days), after receipt of notice of the Defect, to remove or resolve the Defect. Buyer may agree to accept an Owner's Title Insurance Policy paid for by Seller, specifically insuring against loss caused by reason of said defect in lieu of Seller removing Defect. The time frames herein may be extended by written agreement of the Parties. Upon termination, any Earnest Money Deposit shall be disbursed according to the Earnest Money Addendum.

**9.3** This contract  is  is not contingent upon the Property conveying under appropriate County Auditor's newest and highest standard of conveyance, which does NOT include the special "one-time" conveyance stamp. Proof of conveyance status to be determined by Buyer or Buyer's agent within \_\_\_\_\_ days (if blank, that number shall be five (5) days) of acceptance and delivery of offer. If Property does not meet the highest standard of conveyance, it is the Seller's responsibility prior to closing, at Seller's expense, to have the legal description or survey brought to highest standard of conveyance acceptable to the County Auditor. The Parties agree the Auditor's approval of the legal description of the Property is not a guarantee of the newest and highest standard of conveyance.

**9.4** Seller shall pay for deed preparation, pay real estate taxes up until the date of closing, and pay the county conveyance fee as part of Seller closing costs. Seller shall pay real estate commission as agreed in Seller's Listing agreement. Buyer shall pay all other Buyer-related closing costs.

## 10. Owner's Policy of Title Insurance

Buyers are encouraged to inquire about the benefits and costs of an owner's policy of title insurance from the closing agent or other title insurance provider. A lender's policy of title insurance does not provide protection to Buyer. It is recommended that Buyers obtain an owner's policy of title insurance to insure their own interests. All title insurance policy and related costs are at Buyer's expense.

Buyer initials:

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## 11. Damage or Destruction of Property

**11.1** Risk of loss to the Property occurring prior to closing shall be borne by Seller. If any part of the Property covered by this contract shall be substantially damaged or destroyed from the date of written acceptance and delivery of this contract through the date and time of closing, Seller shall give written notice to Buyer and/or Buyer's Brokerage that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the Property that has been damaged or destroyed. The written notice shall be delivered within two (2) days from the date of the discovery of the damage or destruction. Upon receipt of written notice, Buyer may: **(a)** proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the Property so long as the insurer is authorized to make such payment, or **(b)** permit Seller to repair and/or replace the damage or destruction, or **(c)** terminate this contract by giving written notice to Seller and/or Seller's Brokerage within five (5) days after receipt of Seller's written notice, and thereby release all parties from liability, in which event any Earnest Money Deposit shall be disbursed according to Earnest Money Addendum.

**11.2** Failure by Seller to provide the required written notice to Buyer and/or Buyer's Brokerage shall result in Buyer, upon discovery of the damage or destruction, having the right to insurance proceeds, reimbursement for repairs, or termination of this contract, in which case any Earnest Money Deposit shall be disbursed according to the Earnest Money Addendum.

**11.3** Failure by Buyer to so notify Seller and/or Seller's Brokerage of termination in writing within the five (5) days shall be a waiver of Buyer's right to terminate the contract under this provision.

## 12. Signing and Notification:

**12.1** Only manual or electronic signatures on contract documents, transmitted as original or facsimile (which include photocopies, faxes, PDF, and scanned documents sent by e-mail) shall be valid for the purposes of this contract and any amendments or any notices to be delivered in connection with this contract. Only original, manually signed documents shall be valid for deeds or other documents to be delivered at closing. For the purposes of this provision, "contract documents" do not include voice mail or text messages.

**12.2** The date of acceptance and delivery of this contract, counter offers, amendments or modifications shall begin when the fully executed documents are signed by the accepting parties and delivered to the other Party. Notices delivered in connection with this contract shall be effective upon delivery. Delivery of all such documents shall be made by fax, email, electronic signature delivery, or hand delivery. (NOTE: It is strongly recommended that the delivering party communicate that delivery has been made and verify that delivery has been received by the other party).

## 13. Closing and Possession:

**13.1 Closing:** This contract shall be performed, and this transaction closed, on or before \_\_\_\_\_ (date) unless Buyer and Seller agree in writing to an extension. Buyer and Seller hereby expressly authorize any lender and/or closing agent to provide the Parties' Brokerages, agents, and attorneys with the closing settlement statement (ALTA-1 or equivalent) for review in advance of closing.

**13.2 Possession:** Buyer takes possession \_\_\_\_\_ (date and time). (If left blank possession shall transfer at closing.) At the time Seller delivers possession, the Property will be in the same condition as the date of acceptance and delivery of this contract, normal wear and tear excepted.

**13.3 Final Verification of Condition:** Buyer shall have the right to make a final verification of the condition of the Property no later than \_\_\_\_\_ days OR \_\_\_\_\_ hours prior to closing and prior to occupancy if such dates are different (if left blank, the number shall be five (5) hours) to confirm that (i) 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 (ii) repairs, if any, have been completed as agreed.

**13.4 Debris and Personal Property:** 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, Seller will be liable to Buyer for all costs associated with bringing the Property to broom clean condition.

#### **14. Additional Provisions:**

**14.1** It is recommended that all parties be represented by a REALTOR® and legal counsel.

**14.2** Broker strongly recommends that Parties use caution if transmitting any personal or confidential information (particularly financial information such as wire instructions) via email or as an email attachment. If a title company, attorney, bank, or settlement agent requests that any such information via email, you should proceed with caution and independently verify the source of the request by: (i) carefully checking the requester's email address and name against previous communications from a trusted source (if there is any variation at all in the names or email addresses – do not respond) and (ii) confirming the request by calling a known person at a phone number you have obtained from a trusted source (e.g., one you have used before or from a previous email with that person – do not use a phone number provided in the email request to obtain confirmation). Always be suspicious of last-minute changes to closing instructions (especially any changes pertaining to wire instructions, mailing checks, etc.).

**14.3** The Buyer has been given the opportunity to examine the Property, and in making this offer, Buyer is relying solely upon the Buyer's inspections and/or tests with reference to the condition, character, and size of the Property. Buyer has verified that the Property meets the Buyer's intended use. Buyer agrees to indemnify and hold harmless Buyer's Brokerage free from all claims, demands, damages, liabilities, and expenses (including reasonable attorney's fees) arising out of any negligence, misrepresentations, or non-disclosures by the Buyer. Seller agrees to indemnify and hold harmless Seller's Brokerage free from all claims, demands, damages, liabilities, and expenses (including reasonable attorney's fees) arising out of any negligence, misrepresentations, or non-disclosures by the Seller.

**14.4** This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated into the contract. Any amendment to this contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this contract shall be made in a writing signed by the party giving the notice.

**14.5** Upon written acceptance and delivery, this contract and any addenda shall become a legally binding agreement upon the Seller and their heirs, executors, administrators and assigns. Buyer can assign this contract. If Buyer assigns their interest in the Contract to another party, Seller must be informed within three (3) days of assignment.

**14.6** Time is of the essence regarding all provisions of this contract. All deadlines are hard and fast unless otherwise agreed to in writing.

**14.7** All representations, covenants, and warranties of the parties contained in this contract shall survive closing.

**14.8 Professional Advice and Assistance:** The Parties acknowledge and agree that the purchase of real Property encompasses many professional disciplines. While the Brokerage possesses considerable general knowledge, the Brokerage is not an expert on matters of law, tax, financing, surveying, structural conditions, hazardous materials,

environmental conditions, inspections, engineering, subdivision regulations, or HOA/POA bylaws. The Brokerage hereby advises the Parties, and the Parties acknowledge, that they should seek professional expert assistance and advice in these and other areas of professional expertise.

In the event the Brokerage provides names of companies or sources for such advice and assistance, the Parties additionally acknowledge and agree that the Brokerage does not warrant, guarantee, or endorse the services and/or products of such companies or sources.

**14.9 Ohio Fair Housing Law:** 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.

**14.10 Residential Property Disclosure Form:** Unless exempt pursuant to R.C. 5302.30, all Sellers of real property of one to four dwelling units (including those who represent themselves in a transaction with a member of the Athens County Board of Realtors), must provide Buyers with a completed Residential Property Disclosure Form. If such disclosure is required but is not provided by the time Buyer enters into this contract, Buyer may be entitled to rescission. Seller and Buyer are advised to consult an attorney for specific instructions.

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

**14.12 Confidentiality:** Buyer and Seller authorize the Brokerage to report sales data to the MLS membership and MLS sold database as applicable and to provide this information to state certified or licensed appraisers. Buyer hereby acknowledges that there is a possibility that Seller or Seller's representative may not treat the existence or terms of offers as confidential unless confidentiality is required by law or regulation.

**14.13 Lead Based Paint.** With respect to housing constructed prior to January 1, 1978, Buyer must be provided with the pamphlet entitled "Protect Your Family from Lead in Your Home" and the "Lead-Based Paint and Lead-Based Hazard Disclosure Form." Every Buyer of any interest in residential real Property on which a residential dwelling was built prior to 1978 is notified that such Property may present exposure to lead from lead-based paint hazards that may place young children at risk of developing lead poisoning.

**15. Duration of Offer:** This offer shall be open for acceptance through \_\_\_\_\_ Date/Time

**16. Response. By signing below Buyer and Seller have read and understand the terms and conditions in all pages of this Offer to Purchase:**

Seller accepts. By signing below, Seller has reviewed, and Seller accepts the offer and all amendments.

Seller rejects.   By initialing here, Seller acknowledges receipt of offer and declines to accept the terms of the proposed contract.

Seller counter offers.   By initialing here and signing below, Seller agrees to use a counter offer form to offer different terms for the sale of the Property to the Buyer.



**Buyer(s)**

\_\_\_\_\_

Signature

Date/Time

Printed name(s)

Address

\_\_\_\_\_

Signature

Date/Time

Printed name(s)

Address

**Seller(s)**

\_\_\_\_\_

Signature

Date/Time

Printed name(s)

Address

\_\_\_\_\_

Signature

Date/Time

Printed name(s)

Address

**17. Agency**

Buying Agent  Dual Agent  Buyer Representing Self

Agent Name \_\_\_\_\_

Phone # \_\_\_\_\_

License # \_\_\_\_\_

Brokerage/Broker \_\_\_\_\_

**Agency**

Seller's Agent  Dual Agent  Seller Representing Self

Agent Name \_\_\_\_\_

Phone # \_\_\_\_\_

License # \_\_\_\_\_

Brokerage/Broker \_\_\_\_\_

Title Company (if known) \_\_\_\_\_

\_\_\_\_\_

Lender (if known) \_\_\_\_\_

\_\_\_\_\_