

**OFFER TO PURCHASE VACANT REAL ESTATE AND ACCEPTANCE**

DATE \_\_\_\_\_

**1.) PURCHASER** \_\_\_\_\_ hereby offer to buy

**2.) PROPERTY** located at \_\_\_\_\_

In the City/Township of \_\_\_\_\_, County of \_\_\_\_\_, Ohio.

Permanent Parcel Numbers \_\_\_\_\_

**3.) PURCHASE PRICE** PURCHASER agrees to pay SELLER the sum of:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

**PAYABLE AS FOLLOWS:**

**A. Earnest money** to be deposited in \_\_\_\_\_ \$ \_\_\_\_\_

- Cash                       Check
- Submitted with offer    Within 3-days from acceptance

**B. Remainder of PURCHASER'S Down Payment** to be deposited in escrow, upon demand. \$ \_\_\_\_\_

**C. Balance in the form of a**    Conventional    Cash

Other \_\_\_\_\_ \$ \_\_\_\_\_

**D.  Contingency Sale of Property Located at** \_\_\_\_\_

The term PROPERTY includes the land, all appurtenant rights and easements, all buildings and fixtures in an "AS IS" CONDITION, and all of the items, if now on the PROPERTY, all in their "AS IS" CONDITION

**ADDITIONAL ITEMS TO BE INCLUDED:** \_\_\_\_\_

**EXCLUDED ITEMS:** \_\_\_\_\_

**PURCHASER TO ACCEPT ALL OIL AND GAS LEASES ON PROPERTY, IF APPLICABLE, UNLESS OTHERWISE AGREED.**

**SELLER DOES NOT WARRANT OR GUARANTEE, EXPRESSED OR IMPLIED, WORKING CONDITION OF INCLUDED ITEMS, PERSONAL OR REAL ESTATE.**

**4.) FINANCING** This transaction is conditioned upon PURCHASER obtaining a commitment for the first mortgage loan from a lending institution in the amount set forth in Paragraph 3, to cooperate fully with the lender's requests for information and to use good faith efforts to obtain the loan. If PURCHASER'S loan application is neither approved nor denied within \_\_\_\_\_ business days after the date of acceptance, then PURCHASER may either request a written extension or remove this financial contingency in writing. If PURCHASER'S loan application is denied, or if SELLER refuses an extension and PURCHASER does not remove this contingency, then this Agreement shall be null and void, neither PURCHASER or SELLER involved in this transaction shall have any further liability or obligation to each other, and both PURCHASER and SELLER agree to sign a mutual release and return the earnest money to PURCHASER.

**5.) PRORATIONS** Tenant security deposits, if any, shall be credited to PURCHASER through Escrow. Rents, if any, taxes and assessments, and Homeowner's Association fees and assessments, if any, shall be prorated by the Escrow Agent as of the date of recording of the deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. If the tax duplicate shows that the valuation has been reduced by a Homestead Exemption, the Escrow Agent shall prorate taxes as if The Homestead Exemption has not been granted. If the property shall be deemed subject to any Current Agricultural Use Value (C.A.U.V.),  
 PURCHASER    SELLER - agrees to pay such recoupment    NOT APPLICABLE    CAUV to be continued by purchaser.

**PURCHASERS INITIALS** \_\_\_\_\_ **DATE** \_\_\_\_\_ **SELLERS INITIALS** \_\_\_\_\_ **DATE** \_\_\_\_\_

**6.) TITLE** SELLER shall furnish a General Warranty or Fiduciary Deed with release of dower, if any, conveying the property to PURCHASER or nominee free and clear of all liens and encumbrances whatsoever except (a) such encroachments and recorded restrictions, easements and conditions, including without limitation subsurface rights, which do not materially adversely affect the use or value of the property; including any oil and gas leases (b) zoning ordinances, if any; and (c) taxes and assessments which are a lien on the property but are not currently due and payable. SELLER shall furnish to PURCHASER an Owner Policy of Title Insurance ("Title Policy") in the amount of the purchase price subject to the above exceptions and any acts of Grantee. The premium cost shall be shared equally between PURCHASER and SELLER.

**7.) SURVEY** If The County Engineer determines that a new legal description an/or land (stake) survey is required in order for the title and/or deed to transfer,  SELLER  PURCHASER shall pay the cost of obtaining said legal description and/or land(stake) survey which shall be performed by a licensed party.

**8.) CLOSING** Closing shall occur after satisfaction or waiver of all contingencies, not later than \_\_\_\_\_. The deed shall be recorded within a reasonable amount of time from deposit with the escrow agent unless a defect in title appears, then SELLER shall have thirty (30) days after notice to remove such defect and, if unable to do so, PURCHASER may either (1) accept title subject to such defect without any reduction in the purchase price or (2) terminate this Agreement, in which case neither PURCHASER, SELLER, nor any REALTOR(s) shall have any further liability to each other, and both PURCHASER and SELLER agree to sign a mutual release, and PURCHASER shall have earnest money returned.

**9.) POSSESSION** PURCHASER shall take possession of the property:  Immediately on title transfer  \_\_\_\_\_ calendar days after the day of title transfer  other \_\_\_\_\_. PURCHASER agrees to transfer utilities commencing on the date of possession. Subject to PURCHASER'S rights, if any, the premises may be occupied by the SELLER free for \_\_\_\_\_ calendar days, additional \_\_\_\_\_ days at a rate of \$ \_\_\_\_\_ per day. Payment and collection of fees for use and occupancy after transfer of title are the sole responsibility of SELLER and PURCHASER. SELLER agrees to maintain lawn and property in its current condition until possession.

\_\_\_\_\_ Purchasers Initials \_\_\_\_\_ Sellers Initials

**10.) CHARGES** The parties involved hereby designate **Title Professionals Group** as the company to perform the title search, the issuance of any title insurance policies, escrow agent, closing location and for any additional work traditionally associated with title to the subject property. **SELLER** shall pay at closing through escrow the following costs: (A) Title Search and one-half (1/2) the premium for the Title Policy; (B) the amount(s) due to discharge any lien encumbering the property and to record the cancellation thereof; (C) any governmental conveyance fee or transfer tax; (D) Deed preparation; (E) the prorations due PURCHASER under this Agreement;(F) one-half (1/2) the escrow fee. **PURCHASER** shall pay the following costs through escrow: (A) recording the deed; (B) one-half (1/2) the escrow fee; (C) one-half (1/2) the premium for the Title Policy; (D) any cost incident to PURCHASER'S financing; and (E) location survey. If a defect is detected in any of the utility service main supply lines at the property at the time of transfer, SELLER shall pay all costs for the repair of same.

**11.) CASUALTY/LOSS** In the event the improvements are damaged in excess of ten percent (10%) of their replacement cost by fire or other hazards prior to the recording of the deed, PURCHASER shall have the option of accepting the insurance proceeds for said damage and completing this transaction, or of terminating it and receiving the return of all deposits made hereunder. Risk of loss shall be borne by SELLER until recording of the deed.

**12.) PROPERTY DISCLOSURE** (PURCHASER should INITIAL)

\_\_\_\_\_ The property falls within the State of Ohio Coastal Management Zone and PURCHASER has been notified.  
Yes / No Initials PURCHASER shall determine exact locations by way of examination of zone maps located in county government offices, at PURCHASER'S sole cost and liability.

**13.) INSPECTIONS**

**PURCHASER RECOGNIZES PURCHASER'S OWN RESPONSIBILITY TO INSPECT AND MAKE DILIGENT INQUIRY CONCERNING THE PROPERTY IN ITS "AS IS" CONDITION AND RELEASES ALL REALTOR(S) FROM ANY CLAIMS OR ORAL REPRESENTATIONS RESPECTING THE CONDITION OF THE PROPERTY. SELLER AGREES TO NOTIFY PURCHASER OF ANY ADDITIONAL DISCLOSURE ITEMS THAT ARISE BETWEEN THE DATE OF ACCEPTANCE AND THE DATE OF RECORDING THE DEED.**

\_\_\_\_\_ Purchasers Initials \_\_\_\_\_ Sellers Initials

**14.) ADDENDA** The following Addenda are attached hereto and made a part hereof:  Agency Disclosure  Home Sale Contingency Addendum,  Closing Cost Addendum,  Chattel Addendum,  Gift Letter,  Acknowledgment of Prior Offer Addendum,  Purchase Money Mortgage Addendum,  Other \_\_\_\_\_.

**PURCHASERS INITIALS** \_\_\_\_\_ **DATE** \_\_\_\_\_ **SELLERS INITIALS** \_\_\_\_\_ **DATE** \_\_\_\_\_

**15.) RECEIPT OF EARNEST MONEY** \$ \_\_\_\_\_ **Earnest Money Acknowledgement:** If this transaction is not completed in accordance with Paragraph 8, or any written extensions thereof, then the earnest money will be returned to PURCHASER unless SELLER makes written demand upon the depository within twenty (20) days after the last agreed date for recording of the deed. If SELLER does so demand, the earnest money shall be retained until (a) PURCHASER and SELLER agree in writing as to the disposition; (b) a court of law issues a final order of disposition; or (c) the depository delivers the earnest money to a court of law for disposition.

**16.) MEGAN'S LAW** Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

**17.) BINDING AGREEMENT** Upon written acceptance, this offer and any addendums listed above shall become a LEGALLY BINDING AGREEMENT BETWEEN PURCHASER AND SELLER and their heirs, executors, administrators and assigns, expressed or implied, and shall represent the entire understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be in writing and shall be signed by both PURCHASER AND SELLER. This agreement shall be used as escrow instructions subject to the Escrow Agent's usual condition of acceptance. Facsimile (FAX) signatures shall be deemed valid and binding. Consult an independent professional if legal or tax advice is needed. This Agreement with Escrow Instructions, shall be governed by the laws of the State of Ohio. No change, alterations, modifications or assignments may be made to this Agreement unless made in writing and signed by all the parties hereto.

**THIS OFFER IS NULL AND VOID IF NOT ACCEPTED ON OR BEFORE \_\_\_\_\_**

**18.) OFFER** This offer is a  Primary Offer  Backup Offer

\_\_\_\_\_  
PURCHASER – SIGNATURE DATE

\_\_\_\_\_  
PURCHASER – SIGNATURE DATE

\_\_\_\_\_  
PURCHASER – PRINTED NAME

\_\_\_\_\_  
PURCHASER – PRINTED NAME

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY STATE ZIP CODE

\_\_\_\_\_  
CITY STATE ZIP CODE

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
PHONE

**19.) ACCEPTANCE** The undersigned SELLER does hereby accept the above offer.

\_\_\_\_\_  
SELLER – SIGNATURE DATE

\_\_\_\_\_  
SELLER – SIGNATURE DATE

\_\_\_\_\_  
SELLER – PRINTED NAME

\_\_\_\_\_  
SELLER – PRINTED NAME

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY STATE ZIP CODE

\_\_\_\_\_  
CITY STATE ZIP CODE

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
PHONE

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, 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.

# WHAT TO EXPECT WHILE YOU'RE WAITING TO CLOSE

1. The **Order Confirmation Email** you will receive a confirmation once we receive and set up your order. This will include your dedicated Escrow Team's contact information and an invitation to log on to our secure portal called Connect, by Qualia. Please check your junk mail at this time, as sometimes these invitations end up there.
2. A few **Information Requests** via Connect the next day, in which we ask you to supply us some very important information that will enable us to get moving on your closing.
3. An **Introductory Phone Call** from your Escrow Assistant outlining the closing process and requesting any information we still need.
4. A **Silent Interlude**. As we work behind the scenes, you may not hear much from your escrow team, but rest assured we are working on all the many small details that need to come together to get your transaction closed. You can always check the file status via the Connect portal, as well as message us there or call us anytime.
5. A **Flurry of Activity!** Right before signing/closing is when things move very quickly. Don't let the last-minute details or requests frustrate you; there are many pieces and parts that can only happen just before closing. We are working in conjunction with many different entities (lender, surveyor, municipality, county, state, etc.) to get things finished up and this is a normal part of the process.
6. **Document Signings** for each party, whether at our office or a place of your choosing. At this time, we submit documents for transfer and recording, as well as receive and disburse the purchase funds.
7. A **Confirmation of Closing** from us informing everyone that the transaction is closed. Congratulations!