



# Heartland Board of REALTORS®, Inc.

## OFFER TO PURCHASE



This is a legally binding contract when signed by both parties.  
This form has been approved by Board Legal Counsel. For member use only.

### Type or Print Names as to appear on deed:

\_\_\_\_\_  
**Indicate:** (Married/Single)

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Indicate:** (Married/Single)

\_\_\_\_\_  
**Listing Agent**

\_\_\_\_\_  
**Present Street Address**

\_\_\_\_\_  
**Listing Brokerage Company**

\_\_\_\_\_  
**City State Zip Code**

\_\_\_\_\_  
**Selling Agent**

\_\_\_\_\_  
**Selling Brokerage Company**

**1. LEGAL DESCRIPTION/ADDRESS:** The undersigned, hereinafter called the Purchaser, hereby offers and agrees to purchase from the Seller, and the Seller agrees to sell the following described premises:

**Common Address:** \_\_\_\_\_

**Parcel #:** \_\_\_\_\_

**Legal Description:** \_\_\_\_\_

\_\_\_\_\_ together with all hereditaments, appurtenances, rights, privileges, and easements thereunto belonging, but subject to all legal highways, zoning ordinances, easements, restrictions, and conditions of record.

**2. PURCHASE PRICE AND TERMS:** \$ \_\_\_\_\_ (Purchase Price)

Additional Terms: \_\_\_\_\_

**3. EARNEST MONEY DEPOSIT:** The sum of \$ \_\_\_\_\_ earnest money deposit is hereby deposited in trust with \_\_\_\_\_. The earnest money deposit shall be returned to Purchaser if no contract shall have been entered into within the time limit herein provided. After Seller has accepted this "Offer to Purchase", Broker shall place funds in Broker's Trust Account and shall disburse said earnest monies deposited as follows:

- A) Applied on the purchase price at Purchaser's request, or returned to the Purchaser when the transaction is closed;
- or**
- B) Distributed as directed by written release of earnest money deposit signed by Purchaser and Seller; **or**
- C) Treated as partial liquidated damages in the event that the Purchaser defaults under any of the terms of this contract with written release of earnest money deposit signed by Purchaser and Seller; **or**
- D) Distributed as ordered by a final court order.

**4. BALANCE OF PURCHASE PRICE:** The balance of the Purchase Price shall be paid by certified, cashier's, official bank, attorney or title company trust account check on the date of Closing.

**Purchaser's Initial(s)** \_\_\_\_\_ **Date** \_\_\_\_\_ **Seller's Initial(s)** \_\_\_\_\_ **Date** \_\_\_\_\_

Subject Property Address: \_\_\_\_\_

**5. FINANCING CONTINGENCY:**

\_\_\_\_ NO, This is a cash offer and no financing is required.  
\_\_\_\_ YES, This Contract will be contingent on financing as set forth below.

Purchaser agrees that within \_\_\_\_\_ calendar days of acceptance of this Offer, Purchaser will apply for a loan at current rates and terms. Purchaser's best efforts shall be used to obtain said loan. If Purchaser cannot obtain a commitment for such financing within \_\_\_\_\_ calendar days after Seller's acceptance of Offer, this agreement shall thereupon terminate and be null and void unless Purchaser and Seller mutually agree to extend this agreement. Purchaser's agent shall inform Listing REALTOR®, in writing, immediately upon receipt of a definite commitment or non-commitment of financing. Purchaser shall specify the means of financing below, by marking an "X" by the appropriate type of financing.

\_\_\_\_ **CONVENTIONAL LOAN:** The Purchaser's obligation to close this transaction is contingent upon Purchaser applying and qualifying for: fixed or adjustable or other first mortgage loan on the Real Estate at prevailing rates and terms.

\_\_\_\_ **FHA/VA:** The Purchaser's obligation to close this transaction is contingent upon obtaining a written commitment for a FHA, fixed or adjustable (including FHA/VA required closing costs) at prevailing rates and terms. When the Purchaser is financing through FHA or VA, the Seller may be required to pay certain fees on behalf of the Purchaser. Information regarding these costs may be requested from the designated Lending Institution. Seller agrees to pay discount points, other prepaid expenses and/or closing costs ordinarily deemed a Purchaser's expense in an amount not to exceed \$\_\_\_\_\_ (including FHA/VA required closing costs).

**OTHER** (Please specify)\_\_\_\_\_.

**Purchaser and Seller are each responsible for obtaining for themselves sufficient information to give them a complete understanding of any financing to be obtained, as well as any legal or tax consequences from the sale or purchase of this real estate. Said information should be obtained from experts in the aforementioned fields and the parties should not rely on the representations of others, including the REALTORS® involved in this transaction, for advice in this regard.**

**6. ACCEPTANCE OF CONDITIONS:** This property is being purchased in its present physical condition after examination by the undersigned Purchaser, and the Purchaser is relying solely upon such examination with reference to condition, value, character, and size of the property and improvements and fixtures, if any, and is not relying upon facts as set forth in any REALTOR® information sheet or MLS publication.

**7. INCLUSIONS/EXCLUSIONS OF SALE:** The Real Estate shall include the following now on the premises, in their present condition: all land, buildings, fixtures, electrical, heating, plumbing systems, kitchen and bathroom fixtures, all window and door shades, blinds, awnings, screens, storm sash, shutters, curtain and drape rods, TV antenna, installed flooring, all landscaping; and any household appliances remaining and/or sold under the terms of this contract are sold "AS IS," and neither Seller nor his Agents are responsible as to condition or operating capabilities. **THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED FROM THE SALE OF THE REAL ESTATE:**\_\_\_\_\_.

**8. PERSONAL PROPERTY:** The following items of personal property will be included with the sale of the Real Estate \_\_\_\_\_

**9. SELLER CERTIFICATION:** Seller certifies that Seller owns all of the above items of personal property included in the sale and that they will be free and clear of any debt, lien or encumbrances at Closing with the exception of the following

(Specify)\_\_\_\_\_.

Seller further certifies that all of the above items included in the sale are and will be operational on the date of possession with the exception of the following: (Specify)\_\_\_\_\_. Seller further certifies that no City, County, or State orders have been served upon Seller requiring work to be done or improvements performed with the exception of the following: (Specify)\_\_\_\_\_.

Seller states that any citations filed by local authorities alleging any zoning or building code violation have been disclosed in writing to Purchaser.

Purchaser's Initial(s)\_\_\_\_\_ Date\_\_\_\_\_ Seller's Initial(s)\_\_\_\_\_ Date\_\_\_\_\_

Subject Property Address: \_\_\_\_\_

**10. SELLER MAINTENANCE:** Until physical possession is delivered to Purchaser, Seller shall continue to maintain the Real Estate, including the grounds and improvements thereon, in good condition and repair and maintain any appliances and equipment in normal operating condition capable of continued service. Seller further agrees that until physical possession is delivered to the Purchaser, the Real Estate will be in as good condition as it is presently except for normal wear. If, prior to Closing, the Real Estate is damaged and the Real Estate is not repaired or restored by and at the Seller's expense as it was prior to the damage, then Purchaser shall have the option to terminate this Contract by written notice to the Seller. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease nor make any substantial alterations or repairs without the consent of the Purchaser.

**11. RISK OF LOSS:** If any buildings or other improvements on the subject premises are substantially damaged or destroyed prior to Closing, then said Purchaser shall have the option of (a) accepting the proceeds of any insurance payable as a result of such damage or destruction or (b) terminating this Contract in which latter case all funds and documents shall be returned to the parties depositing them and this contract shall be null and void. Purchaser must make such decision to select Option (a) or (b) within fifteen (15) calendar days after receiving notice of such damage or destruction. Notice to Seller of Purchaser's choice shall be in writing.

**12. OHIO'S SEX OFFENDER REGISTRATION AND NOTIFICATION LAW:** Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community if certain sex offenders, as defined in ORC §2950, reside in the area. The notice provided by the sheriff is public record and is open to inspection under Ohio's Public Records Law. Therefore, you can obtain information from the sheriff's office regarding the notices they have provided pursuant to Ohio's sex offender notification law. The seller certifies that he/she has not received notice pursuant to Ohio's sex offender notification law, unless noted: \_\_\_\_\_

The Purchaser acknowledges that the information disclosed above may no longer be accurate and agrees to make inquiry with the local sheriff's office. If current information regarding the status of registered sex offenders in the area is desired, Purchaser agrees to assume the responsibility to check with the local sheriff's office. Purchaser is relying on Purchaser's own inquiry with the local sheriff's office as to the registered sex offenders in the area and is not relying on the Seller or any real estate agent involved in the transaction.

**13. HOME WARRANTY PROGRAM:** Purchaser and Seller acknowledge that the real estate can be covered by a home warranty program, if requested and agreed to by the parties, to commence at the date of closing.

Home Warranty requested (Purchaser to initial) \_\_\_\_\_ YES \_\_\_\_\_ NO

Home Warranty expense to be paid by \_\_\_\_\_ Purchaser \_\_\_\_\_ Seller

Home Warranty to be provided by \_\_\_\_\_ (specify Home Warranty company)

Cost not to exceed: \_\_\_\_\_

Purchaser and seller are aware that the REALTORS® providing the home warranty may receive a financial benefit from the processing of said warranty.

**14. UTILITIES:** Seller shall be liable for any compliance requirements required by the gas, electric, and/or other utility companies/departments at the time of transfer of utilities, even though such transfer may occur after closing. Any utility defects discovered or occurring after the transfer of service by the utility providers shall be the responsibility of the Purchaser. Seller shall pay all accrued utility bills to the date of delivery of the deed or date of vacating; whichever is later.

**15. PRORATIONS AND FEES:** Condo fees, taxes and assessments, interest on any mortgage to be assumed, and rents, if any, shall be pro-rated to the date of delivery of the deed for the subject premises. Seller is to pay CAUV recapture, if any, and Purchaser shall file an application for CAUV as appropriate. In pro-rating taxes and assessments, the latest available rates and valuations shall be used.

**16. PROPERTY DISCLOSURE FORM: (Purchaser to initial)** Purchaser has \_\_\_\_\_ has not \_\_\_\_\_ received the Residential Property Disclosure Form mandated by the State of Ohio Department of Commerce pursuant to ORC § 5302.30.

**Real Estate sales people are not professional tradesmen in the mechanical or structural components of a property; therefore, it is highly recommended that Purchaser should obtain inspections of their choice by qualified professional tradesmen and that representations of real estate sales people with regard to mechanical or structural components of a property should not be relied on for purposes of entering into this contract.**

Purchaser's Initial(s) \_\_\_\_\_ Date \_\_\_\_\_

Seller's Initial(s) \_\_\_\_\_ Date \_\_\_\_\_

Subject Property Address: \_\_\_\_\_

**17. REAL ESTATE INSPECTION CONTINGENCY: (IF NO INSPECTIONS ARE BEING REQUESTED, MOVE TO PARAGRAPH 18)**

The Purchaser's obligation to close this transaction is contingent upon Purchaser obtaining, at Purchaser's expense, unless otherwise specified in this contract, a written inspection report on or before \_\_\_\_\_ calendar days ("inspection period") following Contract acceptance in each of the following areas (**Purchaser to initial**).

Whole House Inspection	_____	Declined	_____	Requested
Well	_____	Declined	_____	Requested
Septic System	_____	Declined	_____	Requested
Gas Line	_____	Declined	_____	Requested
Wood-Destroying Infestation	_____	Declined	_____	Requested
Radon	_____	Declined	_____	Requested
Mold	_____	Declined	_____	Requested
Other (Specify) _____	_____	Declined	_____	Requested

If requested inspection(s) reveal(s) a **material defect (s)** and Purchaser wants to request corrections, Purchaser shall provide written notification of the material defect(s) along with the relevant portion of the inspection report(s) and the corrections requested to \_\_\_\_\_ (Listing Agent) within 5 calendar days of the receipt of the inspection report(s) by the Purchaser. Upon delivery of such notice, Purchaser and Seller shall have \_\_\_\_\_ calendar days ("settlement period") to negotiate a written agreement as to how the condition of the real estate will be corrected. If settlement is not reached within the Settlement Period, or notification is not received within time frame set forth above (5 calendar days), this Contract shall become null and void. In the event Purchaser does not want to request corrections and chooses to terminate the contract based upon unsatisfactory inspection report(s), Purchaser shall provide the relevant portion of the inspection report(s), which reveal and verify any material defect. For purposes of this paragraph, "**material defects**" do not include minor, routine maintenance items.

If Purchaser is satisfied with results of the inspection(s), then Purchaser is to provide written notification to \_\_\_\_\_ (Listing Agency) within the Inspection Period stating Purchaser's satisfaction with the results of the inspection(s) and waiver of the inspection contingency.

**18. WAIVER OF INSPECTION: (SHOULD NOT BE FILLED OUT IF INSPECTIONS HAVE BEEN REQUESTED IN PARAGRAPH 17)**

Purchaser agrees to waive all right to inspections and agrees to accept the property in "AS IS" condition. (**Purchaser to initial**) \_\_\_\_\_.

**19. CLOSING:** The closing or escrow shall be held at the office of \_\_\_\_\_, and all funds and documents necessary to the completion of this contract shall be delivered to that office on or before \_\_\_\_\_ (**specific date**).

**20. POSSESSION AND OCCUPANCY:** Possession and occupancy of the premises shall be delivered on or before \_\_\_\_\_.

Until such time, Seller shall have the right of Possession/Occupancy free of rent, unless otherwise specified, but shall pay all utilities used until possession is delivered to Purchaser. Seller acknowledges and agrees that prior to Purchaser taking possession of the Real Estate, Seller shall remove all personal possessions and debris not included in this Contract.

**21. WARRANTY DEED:** Seller shall deliver to Purchaser a good and sufficient warranty deed with appropriate release of dower conveying a good and marketable title to the subject premises free and clear of all liens and encumbrances whatsoever except taxes and assessments, both general and special from the date of closing and thereafter, restrictions and conditions of record, easements of record and zoning ordinances. Merchantability of the title shall be determined in accordance with the Standards of Title Examination adopted by the Ohio State Bar Association.

**22. DEED PREPARATION:** Seller shall furnish and pay for cost of deed preparation, appropriate transfer and/or conveyance fee assessed by the Office of the County Auditor, as well as the following, if any \$ \_\_\_\_\_.

**23. TITLE EVIDENCE:** *Title evidence is customarily paid for and provided by purchaser. Purchaser is hereby put on notice that Lenders Title Insurance, or Lenders Title Opinion DOES NOT protect purchaser. Purchaser must pay for an Owner's Title Insurance Policy to protect purchaser's interest. Purchaser MUST also request a stake or location survey if one is wanted.*

*If the Seller's title is found to be defective, the defect shall be remedied within \_\_\_\_\_ calendar days (maximum of 60 days). If this cannot be done, then, at the option of the Purchaser, all funds and documents shall be returned to the parties depositing them, and this contract shall become null and void, with appropriate release signed by all parties involved where applicable.*

Purchaser's Initial(s) \_\_\_\_\_ Date \_\_\_\_\_ Seller's Initial(s) \_\_\_\_\_ Date \_\_\_\_\_

**Subject Property Address:** \_\_\_\_\_

**24. INDEMNITY:** Seller and Purchaser recognize that the REALTORS® involved in the sale of subject Real Estate are relying on all information provided herein or supplied by Seller or Seller’s sources and Purchaser and Purchaser’s sources in connection with the Real Estate, and agree to indemnify and hold harmless the REALTORS®, their agents and employees from any claims, demands, damages, lawsuits, liabilities, costs and expenses (including reasonable attorney’s fees) resulting from any misrepresentation or concealment of Seller or Seller’s sources and/or Purchaser and Purchaser’s sources and from any liability resulting from any incorrect information obtained from courthouse records, utility companies, or other public sources of information.

**25. ACCEPTANCE:** This offer is open for acceptance to and including, \_\_\_\_\_ **(date)** and upon acceptance, it shall become binding upon and accrue to the benefit of the Purchaser and Seller and their respective heirs, executors, administrators, and assigns. It is understood that the within contract and addenda contain all the terms and conditions agreed upon between the parties and that there are no outside conditions, representations, warranties, or agreements. Each party hereby acknowledges receipt of a copy of this contract and that faxes are an acceptable method of communication in this transaction and shall have the same binding effect upon the parties. This contract shall be governed by the laws of the State of Ohio. ***Time is of the essence in all provisions of this contract.***

**26. ADDENDA:** Incorporated with this Offer to Purchase as if fully set forth as initialed are the following:

- \_\_\_\_\_ Addendum 1. State of Ohio Agency Disclosure Statement
- \_\_\_\_\_ Addendum 2. State of Ohio Residential Property Disclosure Form (for Residential listings only)
- \_\_\_\_\_ Addendum 3. Lead-Based Paint Disclosure (if built prior to 1978)
- \_\_\_\_\_ Addendum 4. \_\_\_\_\_
- \_\_\_\_\_ Addendum 5. \_\_\_\_\_

**27. CIVIL RIGHTS:** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of §4112.02 of the ORC 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 §4112.01 of the ORC, 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.

**THIS IS A LEGALLY BINDING DOCUMENT WHEN SIGNED BY ALL PARTIES. IF YOU HAVE ANY QUESTIONS, PLEASE CONSULT YOUR ATTORNEY.**

**28. PURCHASER'S SIGNATURE(S):**

Purchaser \_\_\_\_\_ Phone \_\_\_\_\_ Date \_\_\_\_\_  
(Printed Name) \_\_\_\_\_

Purchaser \_\_\_\_\_ Phone \_\_\_\_\_ Date \_\_\_\_\_  
(Printed Name) \_\_\_\_\_

In the event of acceptance, Seller further agrees and instructs the escrow agent to pay the professional fee from the sale proceeds at Closing to the Listing Brokerage in accordance with the agreement between Seller and Listing Broker.

**29. SELLER'S SIGNATURE(S):**

Seller 1 \_\_\_\_\_ Phone: \_\_\_\_\_ Date \_\_\_\_\_  
(Printed Name) \_\_\_\_\_

Seller 2 \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_  
(Printed Name) \_\_\_\_\_

**Subject Property Address:** \_\_\_\_\_

**30. RECEIPT OF EARNEST MONEY:** Date\_\_\_\_\_. I hereby acknowledge receipt of \$\_\_\_\_\_ earnest money deposit in the form of check#\_\_\_\_\_ cash\_\_\_\_\_ other\_\_\_\_\_ made payable to REALTOR® Firm. \_\_\_\_\_ and deposited in trust in accordance with terms herein provided.

\_\_\_\_\_  
Selling REALTOR® Firm

\_\_\_\_\_  
Selling REALTOR®

\_\_\_\_\_  
Listing REALTOR® Firm

\_\_\_\_\_  
Listing REALTOR®