



Real Estate & Auction Services

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REAL ESTATE PURCHASE CONTRACT

**THIS IS A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.**

1. **BUYER(S):** The undersigned Buyer(s) _____ offers to buy the following:
 2. **PROPERTY** located in the County of _____ City/Township of _____ and further known as (address) _____ Ohio, Zip _____

Permanent Parcel No. _____ The property which PURCHASER accepts in its PRESENT CONDITION, shall include the land, all appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are now on the property; all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and control unit, smoke alarms/detectors, garage door opener and all controls, and all permanently attached carpeting.

The following items shall also remain (check all applicable items):

<input type="checkbox"/> range & oven	<input type="checkbox"/> window/wall air conditioner	<input type="checkbox"/> water conditioning equipment (unless leased)	<input type="checkbox"/> invisible fence/controls
<input type="checkbox"/> refrigerator	<input type="checkbox"/> gas grill	<input type="checkbox"/> satellite dish and all controls (unless leased)	
<input type="checkbox"/> dishwasher	<input type="checkbox"/> existing window treatments	<input type="checkbox"/> all heating fuel less normal depletion	<input type="checkbox"/> ALSO INCLUDED:
<input type="checkbox"/> washer	<input type="checkbox"/> ceiling fan(s) (if any)	<input type="checkbox"/> security systems and controls (unless leased)	
<input type="checkbox"/> dryer	<input type="checkbox"/> wood burner stove inserts	<input type="checkbox"/> fireplace tools, screen, doors, grate & gas logs	<input type="checkbox"/> NOT INCLUDED:
<input type="checkbox"/> microwave	<input type="checkbox"/> hot tub	<input type="checkbox"/> shed	
ALSO INCLUDED: _____			

3. **PRICE:** The purchase price shall be: _____ (\$ _____) payable as follows:
 (a.) Earnest money **paid to AMERICAN REAL ESTATE SPECIALISTS** to be deposited upon Seller's acceptance in the trust account of the listing broker and credited against purchase price. See Paragraph #18 for return of earnest money.
 CASH/CHECK _____ \$ _____
 (b.) Down payment at date of closing (insert dollar amount or percentage (%) of purchase price.) \$ _____
 (c.) Remaining balance due at date of closing (insert dollar amount or percentage (%) of purchase price.) \$ _____
 (d.) This offer is contingent upon Buyer obtaining financing
 (_____) CONVENTIONAL (_____) CASH (_____) VA (_____) FHA (_____) OTHER _____

4. **ADDITIONAL AGREEMENTS AND CONTINGENCIES:** 1. Subject to property appraising at or above contract price.

5. **APPLICATION:** Buyer shall make a loan application and order appraisal within _____ days after acceptance of offer. Buyer shall pay all normal closing costs associated with such approved loan. Any escrow/settlement fees shall be divided equally between the Buyer and Seller unless VA/FHA regulations prohibit payment of escrow fees by Buyer, in which case Seller shall pay the entire escrow/settlement fee. Seller agrees to pay all VA/FHA costs not permitted to be paid by Buyer under VA/FHA regulations..

6. **EVIDENCE OF TITLE:** For each parcel of real estate to be conveyed the Seller shall furnish a Commitment for a Title Insurance Policy. Such title evidence shall be prepared and issued by _____. Seller shall pay for the costs of the title search/examination as well as one half the premium cost of the Owner's Policy of Title Insurance based on the purchase price. All other title insurance costs and expenses shall be paid by the Buyer. If title to all or part of the parcels to be conveyed is found defective and said defect cannot be remedied by the Seller within thirty (30) calendar days after written notice thereof, or Seller is unable to obtain title insurance against said defect, the amount of the deposit, if any, shall be refunded to the Buyer forthwith, and this agreement shall be null and void.

7. **DEED:** Seller shall convey to Buyer marketable title in fee simple by transferable and recordable general warranty deed at Seller's expense, with the release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances, but subject to conditions, restrictions, and easements of record.

TITLE TAKEN IN THE NAME OF: _____

8. **TAXES & ASSESSMENTS:** To be prorated as of the date of filing the deed based on the last available tax duplicate. If no tax duplicate exists, escrow officer will use applicable tax rate based on 35 percent of the sales price. When a building is involved and land tax only is assessed, the Buyer and Seller will agree to the tax proration within ten (10) calendar days of acceptance based on 35 percent of the sales price. Agricultural Tax Recoupment (CAUV), if applicable, to be paid by the Seller at closing. County transfer tax will be paid by Seller. If a special assessment is being paid in installments, those installments due and unpaid at the time of the closing shall be paid by the Seller. Buyer agrees to assume and pay all remaining installments. Seller has not received notice of future assessable improvements unless noted

9. **RENTALS, INTEREST, CONDOMINIUM CHARGES, INSURANCE, UTILITIES AND SECURITY DEPOSITS.** Adjustments/proration shall be made through **date of contract** for (a) rentals; (b) interest on any mortgage assumed by Buyer; (c) condominium or other association periodic charges, and (d) transferable policies if Buyer so elects. Seller shall pay, through date of possession, all accrued utility charges and

Buyers Initials _____ Date _____

Sellers Initials _____ Date _____

the rights of Seller or Broker(s) in any action for damages or specific performance. Disposition of the earnest money must be by signed written instructions by both parties. In the event of a dispute between the Seller and Buyer regarding the disbursement of the earnest money, the Broker is required by Ohio law to maintain such funds in his trust account until Broker receives (a) written instructions signed by the parties specifying how the earnest money is to be disbursed or (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the Broker shall return the earnest money to the Buyer with no further notice to the Seller.

19. **CONTRACT:** Acceptance of this offer constitutes a complete agreement binding upon and inuring to the benefit of Buyer and Seller and their respective heirs, successors, executors, administrators and assigns, and shall be deemed to contain all the terms and conditions agreed upon, there being no oral conditions, representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless reduced to writing and signed by both parties.

20. **MISCELLANEOUS:** Buyer has examined all property involved and, in making this offer, is relying solely upon such examination with reference to the condition, character and size of land and improvements and fixtures, if any. All provisions of this contract shall survive the closing. Parties acknowledge that Real Estate Agents may be entitled to additional compensation for ancillary services. Any word used in this offer and the acceptance thereof shall be construed to mean either the singular or plural as indicated by the number of signatures hereto.

FACSIMILE AND/OR EMAIL TRANSMISSIONS are an acceptable mode of communication in this transaction provided the facsimile and/or email is actually received during regular business hours or is preceded by a telephone call notifying the intended party that the facsimile and/or email is being transmitted..

21. **DURATION OF OFFER AND CLOSING:** This offer shall be open for acceptance until 6:30 PM _____. This contract shall be performed and this transaction closed within _____ calendar days after acceptance. Buyer and Seller must agree to an early closing in writing. Seller further agrees to pay the Brokerage fee per the listing contract and/or as amended in writing from the proceeds at closing.

22. **POSSESSION:** Seller shall deliver possession of the property to Buyer _____.

23. **SETTLEMENT STATEMENTS:** The Buyer and Seller hereby agree that the Listing and Selling Brokerage Offices are to receive a copy of the settlement statement and authorize the escrow agent to provide each with a full and complete copy of the settlement statement.

IN WITNESS THEREOF, Seller and Buyer have signed this Agreement on the date or dates indicated below as to each.

Buyer (Signature)

Seller (Signature)

Buyer (Signature)

Seller (Signature)

Street Address

Street Address

City/State/Zip

City/State/Zip

Phone

Phone

Email Address

Email Address

BUYER'S AGENT INFORMATION

LISTING AGENT INFORMATION

Real Estate Brokerage Firm

Real Estate Brokerage Firm

Office ID

Office ID

Office Address

Office Address

Agent Name

Agent Name

Agent License #

Agent License #

Phone

Phone

Email Address

Email Address