



The WABOR/YCAR purchase contract shall be printed in 8 pt Arial font. All deviations in the standard form must be printed in 8 point or larger "ALL CAP AND ALL IN BOLD" to denote deviation. All deletions from the standard form to be noted by "bold strike out"



**REAL ESTATE PURCHASE CONTRACT**

As adopted and revised in 7/2010 by the Warren Area Board of REALTORS®, Inc. and the Youngstown Columbiana Association of REALTORS®, Inc. for the sole purpose and voluntary use of its members.

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

1. **1. BUYER(S)** The undersigned Buyer(s) \_\_\_\_\_  
 2. offers to buy the following: (PRINT ONLY)  
 3.  
 4. **2. PROPERTY** located in the County of \_\_\_\_\_ City/Township of \_\_\_\_\_ and  
 5.  
 6. further known as (address) \_\_\_\_\_  
 7.  
 8. Ohio, Zip \_\_\_\_\_ Permanent Parcel(s) No. \_\_\_\_\_  
 9.

10. The property which PURCHASER accepts in its PRESENT CONDITION, shall include the land, all appurtenant rights,  
 11. privileges and easements, and all buildings and fixtures, including such of the following as are now on the property: all  
 12. electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows,  
 13. curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and control unit, smoke alarms/detectors, garage  
 14. door opener and all controls, and all permanently attached carpeting.

15. **The following items shall also remain (check all applicable items):**  
 16. \_\_\_range and oven \_\_\_window/wall air conditioner \_\_\_water conditioning equipment (unless leased)  
 17. \_\_\_refrigerator \_\_\_gas grill \_\_\_satellite dish and all controls (unless leased)  
 18. \_\_\_dishwasher \_\_\_all existing window treatments \_\_\_all heating fuel less normal depletion  
 19. \_\_\_washer \_\_\_ceiling fan(s) \_\_\_security systems and controls (unless leased)  
 20. \_\_\_dryer \_\_\_wood burner stove inserts \_\_\_fireplace tools, screen, doors, grate & gas logs  
 21. \_\_\_microwave \_\_\_hot tub & accessories \_\_\_swimming pool & accessories  
 22. \_\_\_shed \_\_\_invisible fence / controls  
 23.

24. ALSO INCLUDED: \_\_\_\_\_  
 25.

26. NOT INCLUDED: \_\_\_\_\_  
 27.

28. **3. PRICE** The purchase price shall be \_\_\_\_\_  
 29. (\$ \_\_\_\_\_) payable as follows:  
 30.  
 31. (a) Earnest money paid to REALTOR®, to be deposited upon Seller's acceptance in the trust account of the selling  
 32. broker and credited against purchase price: See Paragraph #18 for return of earnest money.  
 33. CASH/CHECK NO. \_\_\_\_\_ \$ \_\_\_\_\_  
 34. (b) Down payment at date of closing (insert dollar amount or percentage (%) of purchase price).  
 35. \$ / % \_\_\_\_\_  
 36. (c) This offer is contingent upon Buyer obtaining financing by:  
 37. CONVENTIONAL\_\_\_\_,FHA\_\_\_\_,VA\_\_\_\_,CASH\_\_\_\_,OTHER\_\_\_\_  
 38.

39. **4. ADDITIONAL AGREEMENTS AND CONTINGENCIES.** \_\_\_\_\_  
 40. \_\_\_\_\_  
 41. \_\_\_\_\_  
 42. \_\_\_\_\_  
 43. \_\_\_\_\_  
 44. \_\_\_\_\_  
 45.

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

\_\_\_\_\_/\_\_\_\_\_  
 Buyer Initials Date Seller Initials Date

51. **6. EVIDENCE OF TITLE** For each parcel of real estate to be conveyed the Seller shall furnish a Title Guarantee Policy at  
52. Seller's expense in the amount of the total purchase price. Buyer has the opportunity to purchase a Title Insurance Policy.  
53. 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  
54. thirty (30) calendar days after written notice thereof, or Seller is unable to obtain title insurance against said defect, the  
55. amount of the deposit, if any, shall be refunded to the Buyer forthwith, and this agreement shall be null and void.  
56.

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

60. TITLE TAKEN IN THE NAME OF: \_\_\_\_\_  
61. (PRINT ONLY)

62. Survivorship \_\_\_ Yes \_\_\_ No

63.  
64. **8. TAXES AND ASSESSMENTS:** To be prorated as of the date of filing the deed based on the last available tax  
65. duplicate. If no tax duplicate exists, escrow officer will use applicable tax rate based on 35 percent of the sales price.  
66. When a building is involved and land tax only is assessed, the Buyer and Seller will agree to the tax proration within  
67. ten (10) calendar days of acceptance based on 35 percent of the sales price. Agricultural Tax Recoupment (CAUV), if  
68. applicable, to be paid by the Seller at closing. County transfer tax will be paid by Seller. If a special assessment is being  
69. paid in installments, those installments due and unpaid at the time of the closing shall be paid by the Seller. Buyer agrees  
70. to assume and pay all remaining installments. Seller has not received notice of future assessable improvements unless  
71. noted \_\_\_\_\_  
72. \_\_\_\_\_  
73.

74. **9. RENTALS, INTEREST, CONDOMINIUM CHARGES, INSURANCE, UTILITIES AND SECURITY DEPOSITS**  
75. Adjustments/proration shall be made through date of closing for (a) rentals; (b) interest on any mortgage assumed by  
76. buyer; (c) condominium or other association periodic charges, and (d) transferable policies of insurance if Buyer so elects.  
77. Security deposits shall be transferred to Buyer. IT IS THE BUYERS RESPONSIBILITY TO INQUIRE ABOUT THE STATUS  
78. OF ANY UNPAID BILLS THAT ARE OR CAN BECOME A LIEN.  
79.

80. **10. DAMAGE OR DESTRUCTION OF PROPERTY** Risk of loss in the real estate and appurtenances shall be borne by  
81. Seller until closing provided any property covered by this contract shall be substantially damaged or destroyed before this  
82. transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable  
83. to Seller under all policies covering the property, or (b) rescind the contract, and thereby release all parties from liability  
84. hereunder, by giving written notice to Seller and Broker within ten (10) calendar days after Buyer has written notice of such  
85. damage or destruction. Earnest money to be released pursuant to paragraph 18. Failure by Buyer to so notify Seller and  
86. Broker shall constitute an election to proceed with the transaction.  
87.

88. **11. RESIDENTIAL PROPERTY DISCLOSURE FORM** has been explained and (check applicable lines):

89. \_\_\_\_\_ Buyer has reviewed and signed copy, attached.

90. \_\_\_\_\_ Not available from Seller.

91. \_\_\_\_\_ Contract is contingent on Buyer review and signature within 24 hours of acceptance and  
92. Buyer retains 3 calendar days right of rescission.

93. **HUD-EPA Lead Paint Disclosure** (not required for construction after December 31, 1977)

94. \_\_\_\_\_ Has been signed, copy of which is attached. Buyer acknowledges receipt of the pamphlet

95. "Protect Your Family From Lead in Your Home"

96. \_\_\_\_\_ Not required by law

97. **Ohio Sex Offender Registration and Notification** requires local sheriff to provide written notice to certain  
98. members of the community if a sex offender resides in the area. Notice provided by sheriff is public record and is  
99. open to inspection under Ohio's Public Records law. Therefore, you can obtain information from a sheriff's office  
100. regarding the notices they have provided pursuant to Ohio's sex offender notification law. The seller certified that he/  
101. she has not received notice pursuant to Ohio's sex offender notification law unless noted: \_\_\_\_\_

102. Buyer acknowledges that the information disclosed above may no longer be accurate and agrees to inquire with the  
103. local sheriff's office. If current information regarding the status of registered sex offenders in the area is desired,  
104. Buyer agrees to assume the responsibility to check with the local sheriff's office. Buyer is relying on their own  
105. inquiry with the local sheriff's office as to registered sex offenders in the area and is not relying on the Seller or any  
106. real estate agent involved in the transaction.  
107.

\_\_\_\_\_/\_\_\_\_\_  
Buyer Initials Date

\_\_\_\_\_/\_\_\_\_\_  
Seller Initials Date



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

172.  
173. **20. MISCELLANEOUS** Buyer has examined all property involved and, in making this offer, is relying solely upon such  
174. examination with reference to the condition, character and size of land and improvements and fixtures, if any. All provisions  
175. of this contract shall survive the closing. Parties acknowledge that REALTORS® may be entitled to additional compensation  
176. for ancillary services. Any word used in this offer and the acceptance thereof shall be construed to mean either the  
177. singular or plural as indicated by the number of signatures hereto. **FACSIMILE AND/OR EMAIL TRANSMISSIONS** are an  
178. acceptable mode of communication in this transaction provided the facsimile and/or email is actually received during regular  
179. business hours or is preceded by a telephone call notifying the intended party that the facsimile and/or email is being  
180. transmitted.

181.  
182. **21. DURATION OF OFFER AND CLOSING** This offer shall be open for acceptance until 9:00 PM \_\_\_\_\_, 20\_\_\_\_.  
183. This contract shall be performed and this transaction closed within \_\_\_\_\_ calendar days after acceptance.  
184. Buyer and Seller must agree to an early closing in writing. Seller further agrees to pay the Brokerage fee per the listing  
185. contract and/or as amended in writing from the proceeds at closing.

186.  
187. **22. POSSESSION** Seller shall deliver possession of the property to Buyer on or before \_\_\_\_\_  
188. calendar days after the date of filing the deed for record.

189.  
190. **23. SETTLEMENT STATEMENTS** The Buyer and Seller hereby agree that the Listing and Selling Brokerage Offices are  
191. to receive a copy of the settlement statement and authorize the escrow agent to provide each with a full and complete copy  
192. of the settlement statement.

193.  
194. **SELLER AND BUYER HAVE SEEN, READ, UNDERSTOOD, AGREED AND SIGNED THIS AGREEMENT ON THE DATE**  
195. **OR DATES INDICATED BELOW AS TO EACH.**

196.  
197. \_\_\_\_\_  
198. Buyer (Signature) Date Buyer (Signature) Date

199. \_\_\_\_\_  
200. Address

201. \_\_\_\_\_ for \_\_\_\_\_  
202. Phone Sales Associate for Buyer Brokerage

203. \_\_\_\_\_  
204. Seller(s) name (Printed) \_\_\_\_\_

205. \_\_\_\_\_  
206. Seller (Signature) Date Seller (Signature) Date

207. \_\_\_\_\_  
208. Address

209. \_\_\_\_\_ for \_\_\_\_\_  
210. Phone Sales Associate for Seller Brokerage

211. \_\_\_\_\_  
212. **RECEIPT**

213. Received from Buyer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the sum of \_\_\_\_\_

214. \_\_\_\_\_ (\$ \_\_\_\_\_) as earnest money.

215. Agent \_\_\_\_\_