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October 1, 2021

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KEY:

• Words or phrases appearing in parentheses or bold type indicate that there are choices of words or phrases that may be inserted and some of the suggested selections follow that particular clause.

• Words or phrases appearing in parentheses containing the word "or" are showing alternative wording that can be used in place of the preceding word or phrase.

CONTRACT CLAUSES

FINANCING CONTINGENCIES

A. ASSUMPTION OF LOAN

The Buyer's obligation to close this transaction is contingent upon Buyer assuming the existing first mortgage loan with the consent of the mortgagee of approximately $_____ for a period of _____ remaining years, at an interest rate of _____% with monthly payments of $_____ for **(PITI or Prin. & Int.)**. Seller shall have mortgage and escrow current at closing and shall be released of all liability. Buyer shall make all payments due after day of Closing beginning with (**month**) payment, and shall obtain a new homeowner's insurance policy. (**A) Buyer** or **(B) Seller** to pay assumption fee of $_____. **(1) Seller's escrow account for taxes and insurance shall be purchased at closing** or **(2) shall be assigned to Buyer in lieu of proration of real estate taxes.** If Buyer is unable to assume this loan, the Contract shall become null and void and the earnest money shall be returned to the Buyer.
NOTE: If assignment is used, delete tax proration clause in Contract.

B. BLANKET MORTGAGE LOAN – May be used when using two or more properties to secure the loan.

The Buyer's obligation to close this transaction is contingent upon Buyer qualifying for a **(type of loan - see choices below)** blanket mortgage loan on the Real Estate and the Real Estate at _____ in the amount of $_____ at an interest rate (**A) not to exceed _____%,** or **(B) prevailing rate amortized over a period of _____ years**. Loan commitment shall be obtained or waived by Buyer within _____ days of acceptance of the Contract. If Buyer does not notify Seller in writing that loan commitment has been obtained or waived within the time specified, then Seller may, by notice to Buyer, terminate the Contract and the earnest money shall be returned to the Buyer.

Choices: Fixed rate, graduated payment, _____ year adjustable rate, etc.

Optional: Seller agrees to pay **(1) closing costs** or **(2) discount points (a) not to exceed $_____ or (b) _____% of the loan amount.**

C. BRIDGE LOAN – May be used when using equity from current home to apply to new home.

The Buyer's obligation to close this transaction is contingent upon Buyer qualifying for a bridge loan in the amount of $_____ at an interest rate not to exceed _____%, for a term of _____ **(number of months or years)**. Loan commitment shall be obtained or waived by Buyer within _____ days of acceptance of the Contract. If Buyer does not notify Seller in writing that loan commitment has been obtained or waived within the time specified, then Seller may, by notice to Buyer, terminate the Contract and the earnest money shall be returned to the Buyer.

D. COLLATERAL PLEDGE

(**A) Seller** or **(B) Buyer, relative, etc.** shall pledge collateral in a manner acceptable to the mortgage lender of the Buyer's choice in an amount not to exceed $_____ to assist in securing financing provided terms of collateral pledge are approved by pledgor within _____ days of acceptance or the Contract shall become null and void and the earnest money shall be returned to the Buyer.

E. LAND CONTRACT

The Buyer's obligation to close this transaction is contingent upon the execution of a land contract in the amount of $_____ at an interest rate of _____%. The Contract is contingent upon Seller's approval of Buyer's income and/or creditworthiness which shall be verified by Buyer, in writing, within _____ days of acceptance of the Contract. Seller shall remove this contingency within _____ days of receipt thereof or the Contract shall be null and void. Buyer shall pay **(see choices below)**. The land contract shall be prepared by **(A) Buyer's** or **(B) Seller's** attorney at **(1) Buyer's** or **(2) Seller's** expense, and the terms shall be agreed upon by both parties within _____ days of acceptance. Settlement of land contract to be on or before _____. If Buyer and Seller are unable to execute this land contract, the Contract shall become null and void and the earnest money shall be returned to the Buyer.

Choices:

(a) Principal and interest in the amount of $_____ per month based on a _____ year amortization with the remaining principal balance plus accrued interest due at the end of _____ years.

or

(b) Interest only in the amount $_____ per month with the remaining principal balance due at the end of _____ years.

F. MORTGAGE REVENUE BOND PROGRAM – Issued through housing finance agencies to help a fund below-market-interest-rate mortgage. Homebuyer qualifications apply.

The Buyer's obligation to close this transaction is contingent upon Buyer qualifying for a mortgage loan commitment under the Ohio Mortgage Revenue Bond Program in the amount of **(A) $**_____ or **(B)** _____**%** of purchase price with an interest rate at **(1)** _____**%** or **(2) prevailing rates**. The _____% commitment fee of the loan amount shall be paid by **(a) Buyer (b) Seller.** Closing costs in the amount of $_____ shall be paid by **(a) Buyer** or **(b) Seller.** Loan commitment shall be obtained or waived by Buyer within _____ days of acceptance of the Contract. If Buyer does not notify Seller in writing that loan commitment has been obtained or waived within the time specified, then Seller may, by notice to Buyer, terminate the Contract and the earnest money shall be returned to the Buyer.

G. PURCHASE MONEY, SELLER FIRST MORTGAGE

The Buyer's obligation to close this transaction is contingent upon the execution of a first mortgage loan in the amount of $_____ at an interest rate of _____%. The Contract is contingent upon Seller's approval of Buyer's income and/or creditworthiness which shall be verified by Buyer, in writing, within _____ days of acceptance of the Contract. Seller shall remove this contingency within _____ days of receipt thereof or the Contract shall be null and void. Buyer shall pay **(see choices below).** The note and mortgage shall be prepared by **(A) Buyer's** or **(B) Seller's** attorney at **(1) Buyer's** or **(2) Seller's** expense, and the terms shall be agreed upon by both parties within _____ days of acceptance. Settlement of mortgage is to be on or before _____. If Buyer and Seller are unable to execute this loan, the Contract shall become null and void and the earnest money shall be returned to the Buyer.

Choices:

(a) Principal and interest in the amount of $_____ per month based on a _____ year amortization with the remaining principal balance plus accrued interest due at the end of _____ years.

or

(b) Interest only in the amount $_____ per month with the remaining principal balance due at the end of _____ years.

H. SECOND MORTGAGE

The Buyer's obligation to close this transaction is contingent upon **(A) Seller** or **(B) lender, relative, etc.** granting Buyer a second mortgage in the amount of $_____ at an interest rate of _____%. Buyer shall pay **(see choices below)**. The mortgage shall be prepared by **(1) Buyer's** or **(2) Seller's** attorney at **(a) Buyer's** or **(b) Seller's** expense. Loan commitment shall be obtained or waived by Buyer within _____ days of acceptance of the Contract. If Buyer does not notify Seller in writing that loan commitment has been obtained or waived within the time specified, then Seller may, by notice to Buyer, terminate the Contract and the earnest money shall be returned to the Buyer.

Choices:

(a) Principal and interest in the amount of $_____ per month based on a _____ year amortization with the remaining principal balance plus accrued interest due at the end of _____ years.

or

(b) Interest only in the amount $_____ per month with the remaining principal balance due at the end of _____ years.

I. WRAP-AROUND LOAN *(Check with lender to determine qualification.)*

The Buyer's obligation to close this transaction is contingent upon Buyer qualifying for a **(type of loan - see choices below)** wrap-around loan in the total amount of $_____ (including existing first mortgage loan of approximately $_____) at an interest rate not to exceed _____% amortized over a period of _____ years. Loan commitment shall be obtained or waived by Buyer within _____ days of acceptance of the Contract. If Buyer does not notify Seller in writing that loan commitment has been obtained or waived within the time specified, then Seller may, by notice to Buyer, terminate the Contract and the earnest money shall be returned to the Buyer.

Choices: Fixed rate, graduated payment, _____ year adjustable rate, etc.

Optional: Seller shall pay (A) closing costs or (B) discount points (1) not to exceed $_____ or (2)_____% of loan amount.

NOTE: It is recommended that an attorney review any existing mortgages on the property. For example, a due-on-sale clause would effectively preclude the use of the wrap-around mortgage.

INSPECTION CONTINGENCIES

BUYER / INSPECTOR PRESENCE AT INSPECTION

Buyer **is (is not)** authorized to be present on the real estate during the real estate inspection by a licensed home inspector without the presence of the buyer's licensed real estate agent/broker.

Any inspector engaged by Buyer who **is** an electronic keybox system subscriber via the Multiple Listing Service of Greater Cincinnati System may [may not] access the Real Estate, without the presence of a licensed real estate agent/broker.

Any inspector engaged by Buyer who **is NOT** an electronic keybox system subscriber via the Multiple Listing Service of Greater Cincinnati System may [may not] access the Real Estate, without the presence of a licensed real estate agent/broker.

ADDITIONAL BUYER TERMINATION RIGHTS

(May be used when buyer wants to further investigate a structural or hazardous condition on the real estate that has been disclosed by the seller and would otherwise be exempt from the buyer's right to terminate.)

Notwithstanding the provisions of Section 14.D., Buyer reserves the right to further investigate the following conditions disclosed by the Seller: _____. Buyer may, as a result of such further investigations, unilaterally terminate this Contract without further opportunity for Seller's correction of defect(s) and Buyer shall not be obligated to provide Defect Notice to Seller in accordance with Section 14.A. If Buyer elects to terminate, then Buyer shall deliver a Contract Termination Notice prior to expiration of the Inspection Period, and upon timely delivery of the Contract Termination Notice, this Contract shall be terminated.

(May be used when buyer wants to investigate a condition on the real estate and have the ability to terminate the contract based upon the findings, that does not fall under the buyer's right to terminate.)

Notwithstanding the provisions of Section(s) 14.A and/or 14.D., Buyer reserves the right to investigate the following conditions: _____.
Buyer may, as a result of such further investigations, unilaterally terminate this Contract without opportunity for Seller's correction of defect(s) and Buyer shall not be obligated to provide Defect Notice to Seller in accordance with Section 14.A. If Buyer elects to terminate, then Buyer shall deliver a Contract Termination Notice prior to expiration of the Inspection Period, and upon timely delivery of the Contract Termination Notice, this Contract shall be terminated.

NOTICE TO SELLER
WAIVER OF INSPECTION CONTINGENCY

To: **(Seller's Name)**
(Seller's Address)
(City, State, Zip)

In respect to the Inspection Contingency to the Contract to Purchase dated _____, for the Real Estate located at _____, Buyer is notifying Seller that Buyer is waiving this contingency in its entirety. The closing remains contingent upon all other terms to the Contract.

_____ _____
Date and Time Buyer

_____
Buyer

SELLER'S ACCEPTANCE CONTINGENCIES

(May be used when seller wants to ensure that they have a contract on a property that they want to purchase. May be used with Contingent Sales Addendum)

A. FINALIZING PURCHASE FOR ANOTHER PROPERTY

1) The Seller's obligation to close this transaction is contingent upon the Seller executing a Contract to Purchase for the Real Estate located at _____ within _____ hours of acceptance of the Contract. This contingency shall be removed in writing within the time specified or the Contract shall become null and void and the earnest money shall be returned to the Buyer.

or

2) The Seller's obligation to close this transaction is contingent upon the Seller removing **(A) contingent sale** or **(B) termite, all, etc. contingency(ies) of a Contract to Purchase** for the Real Estate located at _____ within _____ hours of acceptance of the Contract. This contingency shall be removed in writing within the time specified or the Contract shall become null and void and the earnest money shall be returned to the Buyer.

or

3) The Seller's obligation to close this transaction is contingent upon the Seller finalizing details of his Contract to Purchase for the Real Estate located at _____ within _____ hours of acceptance of this Contract. This contingency shall be removed in writing within the time specified or the Contract shall become null and void and the earnest money shall be returned to the Buyer.

B. RELEASE FROM PRIOR CONTRACT

(may be used with Back-Up Offers & Contingent Sales Addendum)

The Contract is contingent upon ____ **(A) Buyer,** or ____ **(B) Seller,** being released from the accepted Contract to Purchase dated _____ for the Real Estate located at _____, within _____ hours of acceptance of the Contract. This contingency shall be removed in writing within the time specified or the Contract shall become null and void and the earnest money shall be returned to the Buyer.

NOTICE TO BUYER
FROM SELLER TO REMOVE SALE CONTINGENCY
(May be used with Contingent Sales Addendum)

TO: **(Buyer's name)**
(Address)
(City, State & Zip)

As agreed in the Addendum to the Contract to Purchase Seller's Real Estate at _____, dated _____, Seller is serving notice that you (Buyer) have _____hours to waive, in writing the sale contingency for your present property in the Contract to Purchase. Time is of the essence.

_____ _____
Date & Time Seller

_____
Seller

NOTICE TO SELLER
REMOVAL OF CONTINGENCY SALE BY BUYER
(May be used with Contingent Sales Addendum)

TO: **(Seller's Name)**
(Address)
(City, State & Zip)

As agreed in the Addendum to the Contract to Purchase dated _____, for the Real Estate located at _____, Buyer is notifying Seller that Buyer has entered into a contract to sell Buyer's property at_____, the terms of which can be consummated within _____ days. The Closing remains contingent upon the terms and upon the successful closing of the Contract to Purchase involving our property.

_____ _____
Date & Time Buyer

_____
Buyer

SPECIAL CLAUSES & ADDENDA

1. AGENT / BROKER EXCLUSION FROM LISTING AGREEMENT

(For use when the seller wishes to exclude a particular broker(s) or agent(s) from the listing agreement for no discriminatory reason. See MLS Regulations related to such exclusions.)

Per Seller's request, _____ (broker and/or agent) of _____ (company) is excluded from the offer of cooperation and compensation as agreed to in this listing agreement.

To be included in mandatory letter to excluded agent notifying of exclusion:

Please be advised that the Seller(s) of the Real Estate located at _____ (address), city of _____, county of _____, state of _____ has/have requested that you be excluded from the offer of cooperation and compensation offered through the Multiple Listing Service of Greater Cincinnati. You are hereby notified that you do not have authorization to enter, show or participate in the sale of said property.

2. AS IS CLAUSE

The Real Estate is being sold in its current condition and will be accepted by the Buyer as is, with no modifications being made by the Seller.

3. BUYER EXCLUSION TO SELLING AGENCY CONTRACT

The Contract shall exclude **(name of party)** until **(date* - see note below).** If an excluded party enters into a written Contract to Purchase the Real Estate during this period, no commission shall be due **(listing REALTOR® firm).**

***NOTE:** Exclusions over five (5) days will be so designated in MLS.

4. BUYER INVESTIGATIONS OF OFF-SITE CONDITIONS CONTINGENCY

Buyer's obligation to close this transaction is contingent upon Buyer's satisfactory investigations into the items described in the "BUYER'S INSPECTIONS" clause of this Contract. Buyer shall have _____ calendar days (Investigation Period) to conduct such investigations. If Buyer is not satisfied with the result(s) of the investigation(s), and desires to terminate this Contract, Buyer shall provide written notification that Buyer is exercising his/her right to terminate this Contract, along with the reason for termination, to the Listing Firm or Seller, within the Investigation Period, and this Contract shall be null and void. If Buyer does not deliver written notification as specified above, within the Investigation Period, then Buyer shall be deemed to be satisfied with all investigations and the contingency shall be considered waived. If Buyer does not complete real estate investigation(s) during the Investigation Period, Buyer's right to investigate shall be deemed waived.

5. EXCLUSIVE AGENCY SELLER NOTIFICATION TO LISTING BROKER

Seller agrees to notify **(listing REALTOR® firm)** in writing within twenty-four (24) hours of any acceptance of an offer of sale, including identity of the Buyer, price and terms of sale. If said property is sold by Seller to any person who has not been introduced to the property by **(listing REALTOR® firm)** or any other cooperating broker, then no commission is due.

6. ESTOPPEL PROVISION CLAUSE

Seller shall deliver to Buyer true and correct signed copies of all leases, service contracts, rent rolls and all other pertinent information and all estoppel certifications on or before _____ , which Seller is obtaining from the tenants of the Real Estate for approval and acceptance by Buyer on or before_____ . If delivery does not occur on or before **(date specified),** the Contract to Purchase shall be null and void and the earnest money shall be returned to the Buyer.

Buyer and Seller agree that the Buyer is requesting this information for the purpose of conducting a due diligence investigation. If Buyer is not satisfied with the information provided, the Buyer will give written notice to the Seller within _____ days. Upon Seller's receipt of this notice, the Contract to Purchase shall be null and void and the earnest money shall be returned to the Buyer.

In the event notice is not given within the time specified, this contingency shall be considered waived.

7. NON-REFUNDABLE DEPOSIT

Buyer shall pay a non-refundable deposit to Seller in the amount of $ _____ within ___ (3 days if not filled in) days of mutual acceptance of the Agreement. If this transaction fails to close for any reason other than default by Seller, the non-refundable deposit shall be released to Seller in consideration for the execution of this Agreement and in full settlement of all claims of Seller against Buyer. If this transaction fails to close as a result of default by Seller, then Seller shall promptly return the deposit to Buyer.

8. CONVERSION OF EARNEST MONEY TO NON-REFUNDABLE DEPOSIT

The Earnest Money shall be released to Seller within ____ (10 days if not filled in) days after mutual acceptance of this Agreement. Buyer and Seller agree that the holder of the Earnest Money is instructed to release the Earnest Money to Seller without need of further authorization by Buyer. Upon being released to Seller, except in the event of a default by Seller, the released Earnest Money shall become the sole property of Seller, but shall continue to apply as a credit toward the Purchase Price payable by Buyer at closing. If this transaction fails to close for any reason other than default by Seller, the non-refundable deposit shall remain the property of Seller as agreed in consideration for the execution of this Agreement and in full settlement of all claims of Seller against Buyer. If this transaction fails to close as a result of default by Seller, then Seller shall promptly return the deposit to Buyer.

Notwithstanding the foregoing, the holder of the earnest money shall have no obligation to release any funds to Seller which have not been paid and released to such holder by Buyer.

9. Extension

Buyer and Seller agree to extend the _____ (period/date) until _____ (date).

SPECIAL SITUATIONS CONTINGENCY CLAUSE

(To be inserted in Other Contingencies Section
of the Contract to Purchase.)

Buyer reserves the right to terminate the Contract within _____ days after the date the notice of acceptance of this offer is delivered to Buyer if **(see Special Situations 1-7 below).** Notice of termination of the Contract shall be delivered to Seller in writing within said period. Time is of the essence. In the event notice of termination is not given as provided herein, this Contingency shall be considered waived.

Insertions for Special Situations:

1. Spouse: the Contract is not approved by the Buyer's spouse.

2. Attorney or Other Advisor: the Contract is not approved by Buyer's **(1) attorney** or **(2) advisor or (3) other identified individual.**

3. Purchase of Lot or Zoning: it is determined that the Real Estate cannot be used for a **(a) 1-Family** or **(b) 2-Family, oil station, rest home, etc.** either for reasons of zoning or because of Buyer's inability to secure required approvals from appropriate governmental authorities.

4. Plans and Specifications: Buyer is unable to secure required approvals of building plans and specifications for the **(a) construction of the improvements** or **(b) remodeling of the Real Estate.**

5. Easements, Restrictions, Assessments, etc.: Buyer finds any unacceptable easement, restrictions, convenants or assessments, etc.

6. Property Insurance: Buyer is unable to obtain all-risk casualty insurance on the Real Estate in at least the amount of the Purchase Price and/or flood insurance, with a deductible of not greater than $_____, and on such other terms as are satisfactory to Buyer.

7. Property Survey: Buyer obtains a survey of the Real Estate unsatisfactory to Buyer.

(The purpose of this document is to transfer all rights and responsibilities of a purchase contract from one buyer to another. The value exchanged by the parties to the assignment does not need to be monetary and is not required to be cited in the assignment or in a separate agreement.)

ASSIGNMENT OF CONTRACT FOR PURCHASE OF REAL ESTATE

For value received, _____ and _____, as assignor(s), hereby transfer and assign to _____ and _____, as assignee(s), all of assignors' rights and interest in that Contract for Purchase of Real Estate dated _____ (the "Contract") between _____ and _____, as seller(s), and assignor(s), as purchaser(s), for the sale of the real estate known as/located at _____, subject to the covenants, conditions, and payments therein contained:

ACCEPTANCE BY ASSIGNEE/INDEMNIFICATIONS:

Assignee(s) accept the above assignment of the Contract, agree to perform all obligations to be performed by assignor(s) under the Contract, according to the terms and conditions therein stated, and to indemnify assignor(s) against any liability arising from such obligations on and after the date hereof. Assignor(s) agree to indemnify assignee(s) against any liability arising from such obligations prior to the date hereof.

_____ _____

Date/Time Assignor

_____

Assignor

_____ _____

Date/Time Assignee

_____

Assignee

_____ _____

Date/Time Listing Broker/Manager; Firm

_____ _____

Date/Time Co-op Broker/Manager; Firm

CONSENT BY SELLER(S) (only required if Contract prohibits assignment]:

_____ and _____, the seller(s) named in the Contract herein assigned, consent to the foregoing assignment.

_____ _____

Date/Time Seller

_____

Seller

MULTI-FAMILY PROPERTY

Buyer's obligation to close this transaction is contingent upon Buyer's satisfactory review of all leases, rental agreements, deposits, income and expenses within _____ days of acceptance. Seller shall provide such documents and information, which he believes to be true and accurate, within _____ days of acceptance. If the Buyer is not satisfied with the review, then notice of termination of the Contract shall be delivered to Seller in writing within said period. Upon Seller's receipt of this notice, the Contract to Purchase shall be null and void and the earnest money shall be returned to the Buyer. Time is of the essence. In the event notice of termination is not given within the time specified, this contingency shall be considered waived.

During the pendency of the Contract, Seller shall not change any existing lease, enter into any new lease, nor make any substantial alterations or repairs without the written consent of the Buyer.

BROKER/AGENT ACTING AS A PRINCIPAL

(A) Seller or **(B) Buyer** understands that the **(1) Buyer** or **(2) Seller** is a licensed real estate **(a) broker (b) agent**, acting as a principal, for his/her own account.

NOTE: It is required by Ohio License Law that an Agency Disclosure Statement be attached. Further, a dual agency addendum or informed consent letter must also be included should it apply.

WINTERIZING AUTHORIZATION

It is our understanding that as a result of the Real Estate being vacant, it may be subject to freeze-ups and other weather related problems which may or may not be covered by insurance. In order to attempt to avoid any such problems, we hereby authorize _____ **(name of company)**, its agents and employees, to arrange to have winterizing work done on the Real Estate, on behalf of the undersigned, in an amount not exceeding $_____. It is understood that _____ **(name of company or individual)** will use its best efforts to engage the proper person(s) or company(ies) to perform the work but we fully understand that _____ **(name of company or individual)** is not assuming any responsibility for work so performed and we hereby release _____ _____ **(name of company or individual),** its agents and employees, for any liability resulting from the actions and/or omissions of any person or persons performing any such work.

Date: _____ _____
Seller

_____
Seller

RELEASE OF LIABILITY FOR NON-WINTERIZATION

We acknowledge that **(listing REALTOR® firm)** has recommended we have the Real Estate winterized; however, for reasons of our own we choose not to proceed with the winterization. We do release and hold harmless (**listing REALTOR® firm)**, the agents and employees of **(listing REALTOR® firm)** from all potential claims or damages of whatever nature growing out of or connected with the non-winterization of the Real Estate located at **(address of property).**

Date: _____ _____
Seller

_____
Seller

BUYER/SELLER NON-PARTY SPOUSE SIGNATURE OPTIONS

The following clauses are to be made available to members for use in a separate addendum, or under the Other Contingencies/Agreements section of the purchase contract, in cases where applicable.

I am not a Buyer hereunder. I represent that I am the spouse of the/a Buyer. If Buyer's obligations hereunder are contingent upon financing, I agree to cooperate and to execute the Mortgage and any and all lender documentation required for agreement and/or consent and/or acknowledgment by buyer's spouse in order for buyer to obtain such financing.

_____	_____	_____
Print Buyer's Spouse Name	Buyer's Spouse Signature	Date/Time

I am not a legal title owner of the Real Estate and am not a Seller hereunder. I represent that I am the spouse of the/a Seller. I agree to cooperate with the sale of the Real Estate and to properly execute the Deed of conveyance in accordance with the terms of this contract.

_____	_____	_____
Print Seller's Spouse Name	Seller's Spouse Signature	Date/Time