



PURCHASE CONTRACT

Donald K. Gant Realty

246 W. Liberty Street Wooster, Ohio 44691 | Phone 330-264-4242

Offer, receipt, Seller's Acceptance and Escrow Instructions

Approved for use by members of The Wayne County Board of Realtors, Inc



1.) GENERAL TERMS:

_____, Seller, agrees to sell to _____, Buyer, real estate located at _____

_____, which is procured by Donald K. Gant Realty, Jack K. Gant, Principal Broker. The property shall include the land, all appurtenant rights, privileges and easements, and all buildings and fixtures delivered in their "As Is" condition, unless excepted herein, including, without limitation, such of the following as are now on the property: All window/door shades, awnings, storms and screens, curtain drapery fixtures, garage door opener and controls, gas or electric heaters, water heater and softener (unless leased), trash compactors, all heating, plumbing and bathroom fixtures, affixed mirrors, air conditioning units, humidifiers, all built-in appliances and accessories, fireplace accessories, all affixed carpeting and floor coverings and all landscaping. _____

2.) PURCHASE PRICE:

_____ US Dollars \$ _____

Non-Refundable Earnest money with this agreement (See Section 3 Special Conditions) \$ _____

(To be deposited on acceptance) Cash _____ Check _____

Payable to: _____ (the Escrow Agent)

Additional payment / to be financed upon closing..... \$ _____

Balance of \$ _____

3.) SPECIAL CONDITIONS: See attached Exhibit(s) which are a part of the Purchase Contract _____

Exhibit A: Title Commitment with Legal Description, Deed Restrictions, Requirements, and Exceptions. _____

If Buyer does not close on or before <DATE> @ 2:00 PM EST, the Buyer hereby authorizes <ESCROW AGENT> to release the earnest money to Seller. As a result, this Purchase Contract shall become null and void and the parties shall not have any further rights or obligations to each other. _____

4.) MORTGAGE: This purchase contract is contingent on the Buyer obtaining loan Commitment within 0 days and if not obtained this contract is void at Seller's option. If required by lender, discount points will be paid, 0 % by Seller and 100% by Buyer.

5.) FUNDS AND DOCUMENTS to be placed in escrow with the Escrow Agent or its assigns. Seller to give <warranty> <fiduciary> deed to property and furnish Title Insurance split 50/50 between Buyer and Seller, showing same to be free from all encumbrances except restrictions of record, rights of way, leases, easements, and zoning ordinances, if any, and taxes and assessments which shall be prorated between parties as of date of transfer.

6.) SALE TO BE COMPLETED AT: The Escrow Agent or it assignee on or before _____, 20____.

7.) DEED made to: _____

8.) SELLERS EXPENSE: Seller shall pay the brokerage fee of _____, as per listing agreement, 1/2 the escrow fee, the expenses of preparing the deed, the state and county transfer taxes, title search expenses, 1/2 the cost of Title Insurance coverage, and tax and assessment pro-ration using the latest available tax figure as shown on the County Treasurer's general tax duplicate.

Seller's Initials _____

Buyer's Initials _____

- 9.) **BUYERS EXPENSE:** Buyer shall pay the cost of filing the deed and shall pay for ½ the cost of title insurance coverage and any other expenses of the mortgage, and ½ escrow fees.
- 10) **TENANTS:** If this is rental property, rent shall be prorated to the date the deed is filed. Seller shall pay Buyer the amount of the pro-ration and the amount of any security deposits.
- 11) **VACANT LAND,** for which there is no county approved sewer. Buyer has _____ days to obtain septic approval. If the approval is denied, this contract is void.
- 12) **CONDITION OF PROPERTY:** Property is sold in its present “AS IS/WHERE IS” condition. It shall be the sole responsibility of Buyer to determine the condition of the property and any improvements situated thereon and its suitability and desirability for Buyer’s needs.
- 13) **UTILITIES:** Seller will permit \$ _____ dollars to be held in escrow until proof that all utilities (electric, gas, water, sewer, etc.) have been satisfied.
- 14) **POSSESSION** of the premises to be delivered to Buyer the same day the deed is filed, subject to Tenants rights, if any. Buyer shall, prior to closing procure fire and hazard insurance for any buildings on said property, but should any improvements be damaged or destroyed prior to title transfer, without fault by Buyer, then at Buyer’s option this contract may be voided.
- 15) **MEGAN’S LAW:** Ohio’s Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community if a sex offender resides in the area. The notices provided by the sheriff are public records and open to inspection under Ohio’s Public Records Law. Seller certifies that Seller has not received notice pursuant to Ohio’s Sex Offender Registration and Notification Law. Buyer acknowledges that the information disclosed above may no longer be accurate. If current information on the status of registered sex offenders in the area is desired, Buyer agrees to assume the responsibility to check with the local sheriff’s office. Buyer is relying on Buyer’s own inquiry with the local sheriff’s office regarding registered sex offenders in the area and is not relying on the Seller or any Broker of REALTOR® involved in the transaction.
- 16) **LOAN PAYOFF:** Seller hereby authorizes and directs Seller’s mortgage lenders to, upon receipt, release loan payoff information to the title company or escrow agent closing this sale, and to accept a signed copy of this contract as full authority to release such information.
- 17) **PARTIES HERETO AGREE** to save **DONALD K. GANT REALTY** and its agents and employees harmless from any liabilities resulting from any misrepresentations made by parties hereto.
- 18) **CO-BROKERAGE:** This sale is a co-broke with N/A .
- 19) **IF THIS AGREEMENT IS NOT ACCEPTED BY SELLER ON OR BEFORE** _____, the deposit made by Buyer may be returned to the Buyer without any liability on part of all parties to either party.
- 20) **ACKNOWLEDGMENTS:** Buyer acknowledges receipt of the following disclosures:
- | | |
|---|--|
| <input type="checkbox"/> Seller’s Residential Property Disclosure | <input type="checkbox"/> Lead-Based-Paint Disclosure |
| <input type="checkbox"/> Agency Disclosure | <input type="checkbox"/> Dual Agency Disclosure |
- 21) **DEFAULTS: BUYERS/SELLERS UNDERSTAND THIS TO BE A LEGALLY BINDING AGREEMENT REQUIRING PERFORMANCE. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, CONSULT AN ATTORNEY.**

I/WE HAVE RECEIVED A COPY OF THIS CONTRACT AND UNDERSTAND ITS CONTENTS.

BUYER

Phone _____ Email _____
Address _____ City _____, State _____ Zip _____
Signature _____ Date Signed _____

BUYER

Phone _____ Email _____
Address _____ City _____, State _____ Zip _____
Signature _____ Date Signed _____

SELLER

Phone _____ Email _____
Address _____ City _____, State _____ Zip _____
Signature _____ Date Signed _____

SELLER

Phone _____ Email _____
Address _____ City _____, State _____ Zip _____
Signature _____ Date Signed _____

SELLER'S AGENT(S) INFORMATION

Seller's Agent _____
Phone _____
E-Mail _____
License # _____

Seller's Broker Jack Gant
Phone 330-465-7692
E-Mail jgant@gant-realty.com
License # BRKP.0000300882

Seller's Agent _____
Phone _____
E-Mail _____
License # _____

Seller's Broker Trevor Gant
Phone 330-466-9355
E-Mail tgant@gant-realty.com
License # BRKP.2023003563

Donald K Gant Realty LLC dba Donald K. Gant Realty
Jack K. Gant, Principal Broker | Trevor K. Gant, Principal Broker
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