



# CONTRACT TO PURCHASE

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(This is a legally binding contract. If not understood, seek legal advice.)

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I/WE \_\_\_\_\_ (Buyer) hereby offer to purchase

From \_\_\_\_\_ (Sellers) the following described

Property known as \_\_\_\_\_,

County of \_\_\_\_\_, Kentucky (Real Estate) upon the following terms and conditions:

- PROPERTY DESCRIPTION:** The undersigned Buyer agrees to purchase the above-described Real Estate from the Undersigned Seller.
- INCLUDED IN THE SALE:** The REAL ESTATE shall include the land, together with all improvements thereon, all appurtenant rights, privileges, easements, fixtures and all of the following items if they are now located on the REAL ESTATE and used in connection therewith: electrical; plumbing; heating and air conditioning equipment, including window units; bathroom fixtures; shades; blinds; awnings; curtain/drapery/traverse rods; window/door screens; storm windows/doors; shrubbery/landscaping; affixed mirrors/floor covering; wall-to-wall/stair carpeting; television aerials/rotor operating boxes and satellite dishes; exterior decorative year-round lighting; garage door openers/operating devices; built-in: ranges/ovens/refrigerators/dishwashers/garbage disposal/trash compactors/humidifiers; and all affixed/built-in furniture/fixtures; and utility/storage buildings or sheds; in-ground and above-ground swimming pools and equipment used for maintenance, heating and operation of pool, wood burning stove and inserts, affixed fireplace screens/glass doors; invisible fencing, transmitter and collar receiver and such other items as are listed below or on a rider attached hereto, all of which is unencumbered and owned by SELLER, except for the following which are leased in whole or in part (check appropriate box):  water softener  security/alarm system  propane tank  satellite dish, and except \_\_\_\_\_

Outdoor Sports and play equipment (swing sets, jungle gyms, basketball goals, etc.)  are  are not included in the sale.

- PERSONAL PROPERTY:** The following personal property shall be included in the sale: \_\_\_\_\_

- PRICE AND TERMS:** Buyer hereby agrees to pay \_\_\_\_\_ (\$ \_\_\_\_\_) ("Purchase Price") for the Real Estate payable as follows: Earnest Money \$ \_\_\_\_\_ ("Earnest Money") to apply toward the Purchase Price. The Balance of the Purchase price shall be paid by cash, certified or cashier's check on the date of Closing.

- FINANCING CONTINGENCY** [check only one]:  
 None - Source of Funds \_\_\_\_\_  
 Conventional loan  FHA loan  VA loan. This contract is contingent upon Buyer obtaining a commitment for a  fixed  adjustable  other first mortgage loan on the Real Estate in an amount not to exceed [%/\$] \_\_\_\_\_ of the Purchase Price, at an interest rate not to exceed \_\_\_\_\_% for a term of not less than \_\_\_\_\_ years.  Other Financing: This Contract is contingent upon other financing described as follows: \_\_\_\_\_

If this Contract is contingent upon Buyer financing, an application for mortgage loan purposes shall occur within \_\_\_\_\_ calendar days of written acceptance of this Contract. Buyer shall make a diligent effort to obtain a loan commitment. If such commitment is not obtained on or before \_\_\_\_\_, 20\_\_\_\_, this Contract shall become null and void at the option of the Seller. BUYER IS RELYING ON BUYER'S OWN UNDERSTANDING OF FINANCING TO BE OBTAINED, AS WELL AS THE LEGAL AND TAX CONSEQUENCES THEREOF, IF ANY.



6. **FHA OR VA FINANCING ONLY:** It is expressly agreed that notwithstanding any other provisions of this Contract, Buyer shall not be obligated to complete the purchase of the Real Estate described herein or incur any penalty by forfeiture of any money deposit or otherwise be obligated to complete the purchase of the Real Estate if the Purchase Price exceeds the reasonable value of the Real Estate established by the Veterans Administration or the Secretary of Housing and Urban Development, as applicable. The Buyer shall, however, have the privilege and option of completing this transaction without regard to the amount of reasonable value established by the Veterans Administration or the Secretary of Housing and Urban Development.
7. **EARNEST MONEY:** The Buyer, as evidence of good faith, deposits the amount set forth in Paragraph 4 with the payee named in the Receipt of Earnest Money below, which sum shall be applied to the Purchase Price upon the Closing of this Transaction. Any licensed real estate agent receiving funds to be held by his/her Broker is authorized and agrees by acceptance of them to deposit them promptly upon written acceptance of this contract, hold same in the Broker's trust account and subject to clearance, disburse them in accordance with the terms and conditions of this Contract. Failure of clearance of funds shall not excuse Buyer's performance. If in doubt as to the Broker's duties or liabilities under the provisions of this contract, Broker may, at Broker's option, continue to hold the Earnest Money until the parties mutually agree to its disbursement, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties or Broker may initiate legal action and deposit the Earnest Money with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Broker shall fully terminate. Broker will comply with K.R.S. 324.111. Any suit between Buyer and Seller where Broker is made a party as a result of acting as Broker hereunder, or in any suit wherein Broker deposits the Earnest Money with the court, Broker shall recover reasonable attorney's fees and costs incurred with the fees and costs to be borne equally by Buyer and Seller. Parties agree that Broker shall not be liable to any party or person for misdelivery to Buyer or Seller of the Earnest Money, unless such misdelivery is due to gross negligence of Broker.
8. **MAINTENANCE:** Until physical possession is delivered, Seller agrees to maintain any heating, cooling, plumbing, mechanical, electrical systems, and any appliances and equipment in normal operating condition capable of continued service, and to keep the roof water-tight and to maintain grounds. Seller agrees that at the date of occupancy the Real Estate will be in as good of condition as it is presently (except for normal wear). Seller further warrants that there presently exist no latent defects known to Seller which would materially impair the fitness of the Real Estate for the purpose of its intended use, except as set forth in the Seller Disclosure of Property Condition and except \_\_\_\_\_.
9. **SEX OFFENDER REGISTRATION AND NOTIFICATION LAWS:** The Commonwealth of Kentucky has adopted legislation pertaining to the registration of sex offenders. Information relating to this legislation and to the sex offender registration may be obtained by the Buyer from the internet, the Kentucky State Police or the Sheriff's office in the county in which the Real Estate is located. Buyer is relying solely on their own independent inquiry and investigation as to registered sex offenders in the area of the Real Estate and in no way are relying on, and agree to hold harmless, the Seller, Broker or any REALTOR® involved in this transaction for any inquiry or information relating to any sex offender or the sex offender registration.
10. **LIMITED HOME WARRANTY PROGRAM:** Purchaser has been informed that a Home Warranty Program is a limited warranty with a deductible. Seller [ ] Buyer [ ] agrees to provide, a limited home warranty from \_\_\_\_\_ at a cost not to exceed: \$\_\_\_\_\_, [ ] not to provide a limited home warranty. It is understood by all parties that the brokerage firm may receive a processing fee for the purchase of a home warranty.
11. **SELLER DISCLOSURE OF PROPERTY CONDITION:** buyer [ ] has [ ] has not received the Seller Disclosure of Property Condition as required by K.R.S. 324.360.
12. **AGENCY DISCLOSURE:** Buyer and Seller acknowledge receipt of the Agency Information for Consumers form and the Agency Disclosure Form as required by 201 KAR 11:400.
13. **CONTINGENCY FOR INSPECTION OF REAL ESTATE:** Unless specifically waived hereafter in this Paragraph 13, this Contract is contingent upon an inspection of the Real Estate as provided hereafter: **Inspection Period.** Buyer shall have the right for a period of \_\_\_\_\_ calendar days after the date of Contract acceptance (the "Inspection Period) to obtain inspections of the Real Estate from qualified inspectors or contractors selected by Buyer, of which said inspections shall be at Buyer's cost. **The BUYER understands the SELLER is not required to bring property to the current building code. The BUYER understands that the SELLER is not required to perform the repairs listed in the inspector's report except as agreed in writing. The BUYER understands and agrees that the inspector's report is not a repair list.**

1) Buyer Selects:

[ ] Whole House Inspection, to include, but not to be limited to, an inspection of the Real Estate and the following: \_\_\_\_\_

Seller Initials: \_\_\_\_\_ Date/Time: \_\_\_\_\_ Buyer Initials: \_\_\_\_\_ Date/Time: \_\_\_\_\_ Page 2 of \_\_\_\_\_

2) Buyer waives a Whole House Inspection but selects the Specific Inspection(s) as indicated below:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Air Conditioning | <input type="checkbox"/> Structural                        | <input type="checkbox"/> Plumbing               |
| <input type="checkbox"/> Heating          | <input type="checkbox"/> Radon                             | <input type="checkbox"/> Septic System          |
| <input type="checkbox"/> Electrical       | <input type="checkbox"/> Asbestos                          | <input type="checkbox"/> Water Quality/Quantity |
| <input type="checkbox"/> Mechanical       | <input type="checkbox"/> Cistern/Well                      | <input type="checkbox"/> Swimming Pool          |
| <input type="checkbox"/> Roofing          | <input type="checkbox"/> Toxic and/or Hazardous Substances |   |
| <input type="checkbox"/> Other: _____     |  |   |

If the inspections disclose any defects in the Real Estate, Buyer shall notify Seller in writing of the defects and provide a copy of the inspection report to Seller prior to expiration of the Inspection Period. FAILURE TO NOTIFY SELLER, BY WRITTEN NOTICE, OF ANY UNACCEPTABLE DEFECTS BEFORE EXPIRATION OF THE INSPECTION PERIOD SHALL CONSTITUTE AN ACCEPTANCE OF SUCH DEFECTS, AND BUYER SHALL TAKE THE REAL ESTATE "AS IS" WITH RESPECT TO SUCH DEFECTS.

INSPECTIONS REQUIRED BY FHA/VA, LENDING INSTITUTIONS, APPRAISERS OR OTHER REGULATORY AGENCIES ARE FOR THEIR BENEFIT AND DO NOT NECESSARILY ELIMINATE THE NEED FOR AN INSPECTION BY BUYER.

**Repair Period.** In the event Buyer's inspections disclose any defects in the Real Estate, which are timely delivered to Seller, **Seller shall have the right**, for a period of \_\_\_\_\_ calendar days after the expiration of the Inspection Period (the "repair period"), to deliver written notice to Buyer indicating that Seller will (a) repair the defects in a manner acceptable to the Buyer (b) provide other assurances reasonably acceptable to Buyer that the defects will be repaired with due diligence and in a manner acceptable to the inspectors or contractors who reported the same, or (c) not repair any or all of such defects.

**Right to Cancel.** If Seller is unwilling or unable to repair any defect, fails to provide the assurances described above during the Repair Period, or fails to respond during the Repair Period, Buyer shall have the right, at Buyer's sole option, to cancel this Contract, in which event the Earnest Money shall be returned to Buyer and the parties shall be released from all further obligations under this Contract. This right of cancellation shall be exercised, if at all, by delivering written notice to Seller within \_\_\_\_\_ days after the expiration of the Repair Period. FAILURE BY BUYER TO CANCEL THIS CONTRACT, BY WRITTEN NOTICE, WITHIN SUCH \_\_\_\_\_ DAY PERIOD SHALL CONSTITUTE AN ACCEPTANCE BY BUYER OF ANY UNCURED DEFECTS, AND BUYER SHALL TAKE THE REAL ESTATE "AS IS" WITH RESPECT TO SUCH DEFECTS.

**Release.** Seller and Buyer release the Brokers and their respective Agents and Employees from any and all liability arising from any action by the Brokers or their respective Agents and Employees in obtaining or recommending an inspector or contractor, the contents of any inspection report or the work of any contractor, any advice concerning the necessity of any inspections, any defect or deficiency in the Real Estate and the failure to deliver any notice within the time periods provided herein unless specifically requested to do so. This waiver shall survive the Closing.

**Waiver of Whole House Inspection Contingency:** \_\_\_\_\_ (Initials) If initialed, Buyer acknowledges that he/she has been provided the opportunity to conduct inspections of the improvements to the Real Estate and has been provided the opportunity to make this Contract contingent upon the results of such inspections. Notwithstanding the fact that the Buyer has been provided these opportunities, Buyer waives the right to conduct inspections and to make this Contract contingent upon the results of such inspections and agrees to take the improvements to the Real Estate "AS IS", except as otherwise represented by Seller.

14. **CONTINGENCY FOR WOOD DESTROYING INSECTS OR ORGANISMS:** Unless specifically waived in this Paragraph 14, this Contract is contingent upon the inspection of the subject Real Estate on or before \_\_\_\_\_, 20\_\_\_\_ by a licensed pest control company to determine if there is any visible active wood destroying insect or organism infestation or visible existing structural damage from wood destroying insect or organism infestation in the improvements. The inspection shall be at the expense of the Seller  Buyer . The results of the inspection shall be in writing and be satisfactory to the Buyer. Written notice shall be given to Seller within 7 calendar days of inspection (but not later than Closing) as to whether the report is satisfactory. If no written notice is received, this contingency shall be deemed waived. Any repairs and/or treatment necessary, as a result of the inspection report(s), may be made at the Seller's expense, or if Seller refuses, then buyer may, at his option, elect to terminate this Contract and receive the full refund of the Earnest Money or proceed to Closing and take the Real Estate without regard to the inspection.

**Waiver of Wood Destroying Insects or Organisms Contingency:** \_\_\_\_\_ (Initials) if initialed, Buyer acknowledges that he/she has been provided the opportunity to conduct a wood destroying or organism inspection and has been provided the opportunity to make this Contract contingent upon the results of said inspection. Notwithstanding the fact that the Buyer has been provided these opportunities, Buyer waives the right to conduct an inspection and to make this Contract contingent upon the results of said inspection.

15. **LEAD-BASED PAINT DISCLOSURE:** If home was built prior to 1978, buyer acknowledges receipt of the form titled: Disclosure of Information and Acknowledgment of Lead-Based Paint and/or Lead-Based Paint Hazards.



16. **CONTINGENCY FOR LEAD-BASED PAINT INSPECTION:** Unless specifically waived in this Paragraph 16, this Contract is contingent upon a risk assessment or inspection of the Real Estate for the presence of lead-based paint and/or lead-based paint hazards at the Buyer's expense on or before \_\_\_\_\_, 20\_\_\_\_ (insert date 10 calendar days after Contract acceptance or a date mutually agreed upon.) This contingency will terminate at the above-predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written Contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within \_\_\_\_\_ calendar days after delivery of said addendum, elect in writing whether to correct the condition(s) prior to Closing. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before Closing. If the Seller makes a counter offer, the Buyer shall have \_\_\_\_\_ calendar days to respond to such counter offer. If the Seller does not elect to make the repairs, the Buyer may remove the contingency and take the Real Estate in "As Is" condition, or this Contract shall become void and the Buyer shall receive the full refund of the Earnest Money. The Buyer may remove this contingency at any time without cause.

**Waiver of Lead-Based Paint Inspection Contingency:** \_\_\_\_\_ (Initials) If initialed, Buyer acknowledges that he/she has been provided the opportunity to conduct a lead-based paint inspection and has been provided the opportunity to make this Contract contingent upon the results of said inspection. Notwithstanding the fact that the Buyer has been provided these opportunities, buyer waives the right to conduct an inspection and to make this Contract contingent upon the results of said inspection.

17. **ACCESS TO REAL ESTATE:** With regard to the inspections described in Paragraphs 13, 14, 16 and 20, Buyer and Buyer's inspectors and contractors shall be permitted access to the Real Estate at reasonable times. Buyer shall be responsible for any damage to the Real Estate or personal property of Seller caused by Buyer or Buyer's inspectors or contractors.

18. **DEED:** At Closing, upon the Purchase Price being paid as provided in Paragraph 4 hereof, Seller shall deliver to Buyer a good and sufficient General Warranty Deed conveying the Real Estate to Buyer with marketable title, subject only to those of the following items which do not reasonably affect Buyer's use of the Real Estate as a residence: (a) agreements, conditions and restrictions of record (except as provided in Paragraph 19); (b) private, public and utility easements and roads and highways, if any; (c) existing leases and tenancies if identified in Paragraph 25; (d) special taxes or assessments for improvements not yet completed; (e) any applicable zoning laws (except as provided in Paragraph 26); and (f) ad valorem taxes following Closing. Any private easement for ingress or egress to and from the real Estate shall be a written and recorded instrument containing a maintenance agreement. Buyer understands that conditions and restrictions may prohibit or restrict certain activities or uses of the Real Estate. For instance, Buyer may be prohibited from fencing the Real Estate, operating a business, constructing outbuildings or parking campers, boats or large vehicles.

19. **CONDOMINIUMS, LANDMINIUMS, TOWNHOMES AND COMMON AREAS:** If the Real Estate is subject to a Master Deed, Declaration or similar document and accompanying Bylaws and Articles of Incorporation (hereafter Documents) governing the maintenance or use of common areas or facilities, the Seller will provide Buyer with a copy of the Documents for Buyer's review on or before \_\_\_\_\_, 20\_\_\_\_. Buyer shall then have up to and including \_\_\_\_\_, 20\_\_\_\_ (Approval Date) to review the Documents and investigate the financial affairs of the homeowner's association. Buyer shall have the right to disapprove of the documents or the finances of the homeowner's association on or before the Approval Date. If a written notice of disapproval is delivered to Seller or the Listing Agent on or before the Approval Date this Contract shall be null and void and Buyer shall receive the full refund of the Earnest Money. **UNLESS NOTICE OF DISAPPROVAL IS DELIVERED BY THE APPROVAL DATE, BUYER SHALL BE DEEMED TO HAVE APPROVED THE ASSOCIATION FINANCES AND DOCUMENTS AND HAVE AGREED TO ABIDE BY THE TERMS AND CONDITIONS OF SAME.** Buyer is entering into this Contract with the understanding that the association dues are \$\_\_\_\_\_ per [ ] month [ ] year and that there are no pending or outstanding special assessments. Seller shall pay the cost, if any, of obtaining a status/estoppel letter from the homeowner's association confirming the status of dues and assessments relating to the Real Estate. If the property is a condominium, the property shall also include [ ] parking space # \_\_\_\_\_; [ ] storage locker(s) # \_\_\_\_\_.

20. **SURVEY:** Buyer, at Buyer's expense, may have the Real Estate surveyed and certified by a Kentucky licensed surveyor. If the survey shows an encroachment on the Real Estate or that improvements located on the Real Estate encroach on setback lines, easements, lands of others, or violate any restrictions, covenants or applicable governmental regulations, and such condition cannot be remedied by Seller prior to Closing, Buyer, at his option, may terminate this contract by written notice to Seller, and the Earnest Money shall be returned to Buyer. Surveys obtained by lenders are not always staked surveys and are not always for the benefit of the Buyer.

21. **TITLE INSURANCE:** Title Insurance is designed to indemnify the policy-holder of such title insurance for losses caused by defects in title to the Real Estate that are in existence on the date the policy of title insurance is issued. Title insurance is different from property insurance. Buyer is encouraged to inquire about the benefits of title insurance for his/her benefit from a title insurance agency or other title insurance provider. [ ]Buyer [ ]Seller [ ]None to provide an owner's policy of title insurance at a cost not to exceed \_\_\_\_\_.

Seller Initials: \_\_\_\_\_ Date/Time: \_\_\_\_\_ Buyer Initials: \_\_\_\_\_ Date/Time: \_\_\_\_\_ Page 4 of \_\_\_\_\_

22. **CLOSING:** The date of Closing shall be on \_\_\_\_\_, 20\_\_\_\_ or before, if mutually agreeable to Buyer and Seller.
23. **POSSESSION:** Possession shall be given, [ ] subject to tenants' rights, on or before \_\_\_\_\_, at 12:00 Noon or at such earlier time that Buyer receives written notice from Seller. Until such time, Seller shall have the right of possession free of rent, but shall pay for all utilities used. All personal property not included in this Contract shall be removed by Seller at Seller's cost and expense. During the pendency of this 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 Purchaser. Upon Closing, Purchaser shall become responsible for any risk of loss and for insurance for the Property. In the event the Seller has not vacated the Real Estate by the date and time set forth above herein, the Buyer may without notice take any and all necessary action in order to gain possession of the Real Estate including the filing of legal proceedings. In such event, the Seller shall be liable for any and all costs associated with Seller's failure to vacate and Buyer's efforts to gain possession of the Real Estate. This shall include consequential and incidental costs and court costs including reasonable attorney's fees.
24. **RISK OF LOSS OR DAMAGE:** All risk of loss or damage to the Real Estate by fire, windstorm, or casualty, or other cause remains with Seller until date of Closing. If the Real Estate is damaged or destroyed by any of the aforementioned and if, prior to Closing, the Real Estate shall not be repaired or restored by, at the cost of Seller, to a condition as good as it was prior to damage or destruction, ordinary wear and tear excepted, the Buyer at his option, may terminate this Contract by written notice to Seller, and the Earnest Money shall be returned to Buyer.
25. **LEASES:** The Real Estate is not [ ] is [ ] occupied by tenants. If occupied, Seller shall, within \_\_\_\_\_ calendar days of Contract Acceptance, furnish to Buyer copies of all written leases, estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant all as represented to Buyer and any lead-based paint disclosures given to tenants. In the event that said leases and/or estoppel letters disclose material information contrary to that represented to Buyer, Buyer may terminate this Contract and Buyer shall receive the full refund of the Earnest Money. Seller shall, at Closing, deliver all deposits to Buyer and deliver and assign all original leases to Buyer.
26. **LEGAL USE:** Seller represents and warrants to Buyer that the dwelling unit(s) conforms to all building codes and restrictions that may be imposed by any governmental agency national; state or local. Seller also warrants that there are no building code violations on the Real Estate and that Seller has received no notice of any building code violations that have not been fully corrected.
27. **EXPENSES:** Seller shall pay for preparation of the Deed and any corrective instruments, the recording costs for corrective instruments, and the transfer tax for the deed. Buyer shall pay for the recording of the deed. Buyer shall pay for the opinion of title, unless such title shall be defective and such defect is not remedied by Seller, in which case Seller shall reimburse Buyer the Buyer's actual costs incurred for such title opinion. In the event of a cash transaction, Buyer shall pay for settlement costs, including document preparation and conducting the closing.
28. **PRORATED ITEMS:** All rents, taxes, assessments (except as provided in Paragraph 29), dues, fuel, and prepaid service contracts shall be prorated as of the date of Closing. Taxes shall be prorated based upon the current year's tax information. If Closing occurs at a date when the current year's tax information is not available, taxes will be prorated based upon the prior year's tax information. Buyer or Seller may seek contribution from the other for an inaccurate proration once the taxes become ascertainable and payable.
29. **ASSESSMENT LIENS FOR PUBLIC IMPROVEMENTS:** Certified, confirmed and ratified assessment liens for public improvements as of date of Closing are to be paid by Seller. Pending assessments as of date of Closing shall be assumed by Buyer. If the improvement has been substantially completed as of the date of this Contract, such pending assessment shall be considered as certified, confirmed or ratified and Seller, shall, at Closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.
30. **DEFAULT BY BUYER:** If Buyer fails to perform the agreements of this Contract within the time set forth herein, Seller shall be entitled to all remedies available in law or in equity for Buyer's breach hereof. The Earnest Money set forth in Paragraph 4 shall not be considered liquidated damages, but rather, shall be applied to reduce the damages sustained by Seller.
31. **DEFAULT BY SELLER:** If Seller fails to perform any of the agreements of this Contract, all Earnest Money or other deposits made by Buyer shall be returned to Buyer in accordance with Paragraph 7 or the Buyer may bring suit against Seller for damages resulting from the breach of Contract or for specific performance. Buyer's remedies are cumulative and not exclusive of one another, and all other remedies shall be available in either law or equity to Buyer for Seller's breach hereof.
32. **ATTORNEYS FEES AND COSTS:** If any litigation is instituted with respect to enforcement of the terms of this Contract, the prevailing party shall be entitled to recover all costs incurred, including, but not limited to, a reasonable attorney's fees and court costs.

33. **INDEMNITY:** Buyer and Seller recognize that the Brokers and their respective agents and employees involved in the purchase/sale of the Real Estate are relying on all information provided herein and/or supplied by Seller or Seller's sources and/or supplied by Buyer or Buyer's sources in connection with the Real Estate. Buyer and Seller agree to indemnify and hold harmless the Brokers, their agents and employees, from any and all claims, demands, damages, lawsuits, liabilities, costs and expenses (including, but not limited to, reasonable attorney's fees) arising out of any negligence, misrepresentation, intentional acts, or concealment of facts by Seller or Seller's sources and/or any negligence, misrepresentation, intentional acts, or concealment of facts by Buyer or Buyer's sources.
34. **ADDITIONAL TERMS AND CONDITIONS:** (a) where the context requires, the terms Seller and Buyer shall include the masculine as well as the feminine and the singular as well as the plural. (b) There are no agreements, promises, or understandings between the parties except as specifically set forth in the Contract. No alterations or changes shall be made to this Contract unless the same are in writing and signed or initialed by the parties hereto. (c) The provisions of this Contract shall survive the Closing and shall not merge in any Deed of conveyance herein. (d) This Contract shall be construed under the laws of the Commonwealth of Kentucky.
35. **AUTHORIZATION TO M.L.S.:** Seller and Buyer authorize the Broker to disclose this sales information to the Northern Kentucky Multiple Listing Service, Inc. (M.L.S.) and further authorize M.L.S. to report this sales information to other M.L.S. participants, affiliates and to those governmental agencies authorized to receive M.L.S. information.
36. **CONTRACT NOT RECORDABLE:** Neither this Contract nor any notice of it shall be recorded in any public records.
37. **SPECIAL PROVISIONS AND /OR CONTINGENCIES:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
38. **NOTICES:** All notices required to be given or delivered by a party shall be in writing and shall be personally delivered or faxed to the other party. For purposes herein any notice required to be delivered to either party shall be deemed received if delivered to the Seller or Buyer, or their respective agent.
39. **ADDITIONAL COMPENSATION:** Buyer and Seller acknowledge that the REALTOR® Brokerage may receive additional compensation in the form of a referral fee in connection with this real estate transaction. Referral fees from the following are known at the writing of this contract: \_\_\_\_\_
40. **BACK UP OFFER:** [ ] If the box is checked, this offer is submitted as a back-up offer, which means that the property is subject to a previously accepted offer, which has priority over this offer.
41. **ACCEPTANCE:** This offer shall remain open for acceptance by the Seller, by his/her signature affixed hereto, at or prior to \_\_\_\_\_AM/PM (Northern Kentucky time) on \_\_\_\_\_, 20\_\_\_\_. If accepted within such time, this Contract shall be in full force and effect.

WITNESS:

Firm: \_\_\_\_\_

\_\_\_\_\_  
 Buyer (Type or print as to appear on deed) Date and Time

Agent: \_\_\_\_\_

\_\_\_\_\_  
 Buyer (Type or print as to appear on deed) Date and Time

Address: \_\_\_\_\_

\_\_\_\_\_  
 Buyer (Signature) Date and Time

\_\_\_\_\_

\_\_\_\_\_  
 Buyer (Signature) Date and Time

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**RECEIPT OF EARNEST MONEY**

I hereby acknowledge receipt of check No. \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ made payable to \_\_\_\_\_ to be delivered to said payee and held in accordance with the terms herein.

Selling Company: \_\_\_\_\_

By: \_\_\_\_\_  
Selling Agent

**ACCEPTANCE**

The undersigned Seller: [ ] **ACCEPTS** said offer and agrees to convey the Real Estate according to the above terms and conditions,  
[ ] **REJECTS** said offer, or  
[ ] **COUNTER OFFERS** as set forth below.

WITNESS:

Firm: \_\_\_\_\_

\_\_\_\_\_  
Seller (Signature ) Date/Time

Agent: \_\_\_\_\_

\_\_\_\_\_  
Seller (Signature) Date/Time

Address: \_\_\_\_\_

\_\_\_\_\_  
Seller (Print Seller Name) Date/Time

Phone: \_\_\_\_\_

\_\_\_\_\_  
Seller (Print Seller Name) Date/Time

Fax: \_\_\_\_\_

**COUNTER OFFER**

I/We as sellers hereby submit the following Counter Offer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With the exception of the above requested changes, all other terms to remain the same.

Subject to the provisions herein, this Counter Offer shall remain open for acceptance by the Buyer by his signature affixed hereto, at or prior to \_\_\_\_\_ AM/PM (Northern Kentucky time) on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. If accepted within such time a binding contract shall be in full force and effect. Seller reserves the right to accept any other offer prior to written acceptance of the Counter Offer without any changes or conditions. Written acceptance shall not be effective until this Counter Offer is personally received by Seller. Seller shall have no obligation to give written notice or revocation of this Counter Offer prior to accepting any other offer. Acceptance of another offer is conclusively deemed a revocation of the Counter Offer.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Seller Signature Date/Time

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Seller Signature Date/Time



**ACCEPTANCE**

The undersigned Buyer:

Accepts the above Counter Offer

Accepts the above Counter Offer, subject to the following change(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

which must be accepted by Seller at or prior to \_\_\_\_\_ AM/PM (Northern Kentucky time) on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Buyer Signature Date/Time

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Buyer Signature Date/Time

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**ACCEPTANCE**

The undersigned Seller accepts the above change(s)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Seller Signature Date/Time

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Seller Signature Date/Time