

1 **GREATER LOUISVILLE ASSOCIATION OF REALTORS, INC.**

2 This document is copyrighted by the Greater Louisville Association of REALTORS, Inc. and is for the use of its Members only.



3 **Residential Sales Contract**

Date: _____

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

MLS# _____

5 **Calculating Days:** All days are calendar days. Unless otherwise noted all days are calculated from acceptance
6 of contract (acceptance day not included).

7 Listing Company/ License# _____ Agent Name/License# _____ Agent Telephone _____ Office Telephone _____
8 Agent Email _____ Co Agent Name/License# _____ Agent Telephone _____ Primary Fax _____
9 Cooperating Company/ License# _____ Agent Name/ License# _____ Agent Telephone _____ Office Telephone _____
10 Agent Email _____ Co Agent Name/License# _____ Agent Telephone _____ Primary Fax _____

11 **PROPERTY**

12 **1. OFFER:** Seller agrees to sell and Buyer agrees to buy the real property located at
13 _____
14 being recorded in the Deed Book _____ Page _____ Book # _____ Lot # _____
15 Sub Lot # _____ in the County of _____, together with all improvements and fixtures, if
16 applicable, which are acknowledged by all parties not to be personal property, including but not limited to:

- 17 • attached lighting fixtures • blinds/shades • wall-to-wall carpeting • invisible fencing and transmitter
18 • ceiling fans • mail boxes • remote control devices if secured to property
19 • gas logs • all bathroom mirrors • stored in _____ • all outdoor landscaping and
20 • drapery rods • towel rods • television brackets lighting
21 • appliances to include _____

24 The following items are:

	N/A	Leased	or	to be removed	and	Shall	or	Shall Not	remain with the property.
25 Security System	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	and	<input type="checkbox"/>		<input type="checkbox"/>	
26 Satellite dish	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	and	<input type="checkbox"/>		<input type="checkbox"/>	
27 Propane tank secured to	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	and	<input type="checkbox"/>		<input type="checkbox"/>	
28 the property									
29 Water softener	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	and	<input type="checkbox"/>		<input type="checkbox"/>	

30 Any personal property shall not remain with the property and must be removed by Seller.

31 **PRICE AND TERMS**

32 **2. PURCHASE PRICE:** The purchase price shall be: \$ _____

34 **3. EARNEST MONEY:** Deposit of \$ _____ shall be delivered by Buyer or Buyer's agent within three (3) days
35 of acceptance, and shall be held in the **ESCROW ACCOUNT** of _____ and shall be applied to the
36 purchase price upon passing of deed. Failure to deliver the earnest money deposit as described herein shall constitute a breach
37 of this contract, in which case Seller may either grant an extension of time, declare the contract null and void, or pursue a claim
38 for damages as a result of the breach. The deposit shall only be removed from the broker's escrow account shown above upon
39 closing, written agreement of all parties, court order, or as provided by law, in accordance with KRS 324.111(6). If either party fails
40 to perform his/her obligations hereunder, the other party may accept the deposit as liquidated damages, with both parties signing
41 a release, or subject to paragraph 25, may pursue any available legal or equitable remedy. In the event that any legal action is
42 necessary as a result of the Buyer's or Seller's refusal to release the earnest money deposit, in addition to any other remedies
43 available under this Contract, the prevailing party shall be entitled to recover a.) the earnest money deposit and b.) mediation/
44 arbitration or Court costs and the reasonable attorney's fees required to obtain the recovery of said deposit, not to exceed three
45 (3) times the deposit amount. This limitation on the damages recoverable is for claims based on the failure to release the deposit,
46 and it shall not limit the recovery of damages based on any other claim.

47 BUYER Initials: _____ / _____ Date: _____ / _____ Time: _____ / _____
48 SELLERS Initials: _____ / _____ Date: _____ / _____ Time: _____ / _____

50 Property located at: _____

51 **4. PAYMENT OF PURCHASE PRICE:** The purchase price shall be paid as follows:

52 Down payment (source of funds : _____) \$ _____

53 Balance of: \$ _____

54 Paid by Cash (source of funds : _____) Conventional FHA VA

55 Fixed rate loan Adjustable rate loan other: _____ (see attached addendum)

56 Amortized over _____ years, with interest not to exceed _____ % per annum.

57 For an adjustable rate loan, adjustments are limited to the following: _____

58 Should this transaction be financed by FHA or VA loan, Seller agrees to pay certain fees not to exceed _____ to the lender for
59 the processing of the loan which Buyer, because of FHA and VA guidelines, cannot pay. Balance of down payment on purchase
60 price shall be tendered at closing by wire transfer or cashiers check made payable to Buyer to be endorsed at closing. Buyer
61 shall pay all normal closing costs of Buyer and Seller shall pay all normal closing costs of Seller, common local custom.

62 Buyer represents to Seller, the Listing Company the Cooperating Company, and their respective sales associates, the Greater
63 Louisville Association of REALTORS, Inc., Metro Search, Inc., and participants in its Multiple Listing Service that the information
64 provided above related to any source of funds and/or Buyer's ability to pay cash is true, accurate and complete to the best of
65 Buyer's knowledge. Buyer shall indemnify and hold harmless all the foregoing parties from any liabilities, damages, costs, fees
66 and expenses including attorney fees, resulting from any fraudulent information provided herein, or from any other writing provided
67 by Buyer to Seller.

68 This contract is contingent upon Buyer qualifying for a loan on the above terms and conditions or better. Any change in loan
69 terms must not adversely affect the Seller's proceeds or closing date. Buyer must apply for a loan within _____ days.

71 **5. APPRAISAL CONTINGENCY (CHOOSE ONE):**

72 **A. For Transaction Involving a Lender:** This Contract is contingent upon the lender's first appraiser establishing that the
73 value of the property is equal to or greater than the sales price.

74 **B. For Cash Transactions, Private Finance Transactions, and Contracts for Deed:** If Buyer chooses to have an
75 appraisal this Contract is contingent upon an appraisal from a Kentucky certified real estate appraiser chosen by Buyer,
76 performed within _____ days after the signing of this contract, establishing that the value of the property is equal to or
77 greater than the sales price. -OR-

78 **C. This contract is not contingent upon an appraisal.**

79 **6. PRORATIONS:** All taxes, dues and assessments due and payable in the year of closing shall be prorated between Buyer and
80 Seller on the applicable calendar fiscal year to the date of deed, unless otherwise agreed upon in writing.

81 **7. LEASES IF ANY CHOOSE ONE**

82 **A. Seller warrants that no valid leases are or shall be in effect as of the date of closing on this property; OR**

83 **B. All leases, if any, shall be assigned to Buyer; all rental collections, if any, shall be prorated between Buyer and Seller**
84 **based on date of deed; all security deposits, if any, shall be transferred to Buyer at closing.**

85 **8. HOME WARRANTIES:** Buyer and Seller acknowledge that a limited home warranty policy may be available to buyer for an
86 additional fee. Buyer is aware that a home warranty is not a substitute for a home inspection. **(CHOOSE ONE):**

87 **A. Buyer waives the option of purchasing a limited home warranty. OR**

88 **B. (Check one)** Buyer Seller agrees to purchase a limited home warranty,
89 selected by Buyer Seller for the sum of \$ _____.

90 Home Warranty Company: _____ Deductible: \$ _____.

91 Buyer and Seller acknowledge that the Broker may receive a service fee from the home warranty company for marketing and
92 administrative services and for processing application on behalf of the home warranty company.

93 BUYER Initials: _____ / _____ Date: _____ / _____ Time: _____ / _____

94 SELLERS Initials: _____ / _____ Date: _____ / _____ Time: _____ / _____

96 Property located at: _____

97 **CLOSING**

98 **9. CLOSING DATE (CHOOSE ONE):**

99 **A.** Closing of this transaction shall occur no sooner than _____ days nor later than _____ days from acceptance of this
100 Contract. The closing date and time shall be acceptable to both Buyer and Seller. If Buyer and Seller cannot mutually agree
101 upon a closing date and time, both Buyer and Seller shall close as soon as Buyer's loan is approved and the lender is ready
102 to close (so long as that date is within the time frame above-mentioned). **-OR-**

103 **B.** Closing of this transaction shall occur on the _____ day of _____, 20____ unless otherwise agreed upon in
104 writing between Buyer and Seller. The closing shall be at a time agreeable to both Buyer and Seller, which agreement shall
105 not be unreasonably withheld.

106 **10. DATE OF POSSESSION:** Possession of the property shall be given by Seller to Buyer (**CHOOSE ONE**):

107 **A.** By _____ am pm Eastern Time _____ days after closing (closing day not included); **-OR-**

108 **B.** Simultaneously with closing, with all keys at closing table and property ready for occupancy.

109 **11. CONDITION AT POSSESSION:** Until possession is delivered, Seller shall maintain the property, exterior and interior, in the
110 same or better condition as of the date of acceptance of this Contract, normal wear and tear excepted. Seller shall leave the
111 property free of trash, debris, and personal property and shall leave the premises "broom clean." This paragraph shall survive
112 closing.

113 **12. WALK THROUGH:** Buyer shall have the right to perform a walk-through inspection prior to closing and again prior to
114 delivery of possession to verify condition. This paragraph shall survive the closing.

115 **13. WARRANTIES TRANSFER:** Seller agrees to transfer to Buyer, at closing, Seller's interest in any manufacturer's warranties,
116 service contracts, and other guarantees or warranties that may be transferable to Buyer. Should there be a fee for this
117 transfer, it shall be paid by Buyer.

118 **14. TITLE TO BE CONVEYED:** An unencumbered, marketable title to the real property described herein shall be conveyed by
119 deed of GENERAL WARRANTY with the covenants such as a title company will insure the Owner, except easements of
120 record, restrictive covenants of record as to the use and improvement of the property, and except applicable regulations imposed by
121 the Planning Commission. Should title prove defective and a defect cannot be remedied before closing date, Seller shall pay
122 all title examination costs, and any reasonable out-of-pocket expenses incurred by Buyer in the process of pursuing the
123 purchase of this property, including but not limited to cost of appraisal, credit report, mortgage application, survey, and
124 inspections of any type.

125 **Buyer is advised that a title examination alone cannot determine the existence of many possible claims or**
126 **encumbrances against title.** Consequently, to help protect Buyer's ownership interest from certain claims, encumbrances or
127 objections to title, Buyer shall purchase at closing an Owner's Title Insurance Policy as a Buyer's normal expense.

128 **Buyer acknowledges that Owner's Title Insurance is strongly recommended** and that, without said insurance, Buyer may
129 have no protection against future loss from possible liens, demands for money, claims for possession of the property,
130 unreleased encumbrances or future objections to title or potential losses. If Buyer declines the protection of Owner's Title
131 Insurance initial here: Buyer's Initials: _____ / _____

132 **DUE DILIGENCE**

133 **15. SELLER DISCLOSURE OF PROPERTY CONDITION:** Seller represents to Buyer, the Listing Company, the Cooperating
134 Company, and their respective sales associates, the Greater Louisville Association of REALTORS, Inc., Metro Search, Inc., and
135 participants in its Multiple Listing Service that the information provided in the *Seller Disclosure of Property Condition* form is true,
136 accurate and complete to the best of Seller's knowledge. Seller shall indemnify and hold harmless all the foregoing parties from
137 any liabilities, damages, costs, fees and expenses including attorney fees, resulting from any **fraudulent** information provided
138 herein, in any addendum, the Listing Contract, or in the *Seller Disclosure of Property Condition* form and/or any other writing
139 provided to Buyer and Seller.

140 BUYER Initials: _____ / _____ Date: _____ / _____ Time: _____ / _____

141 SELLERS Initials: _____ / _____ Date: _____ / _____ Time: _____ / _____

143 Property located at: _____

144 (CHOOSE ONE):

145 **A.** Buyer acknowledges receipt of a *Seller Disclosure of Property Condition* form (as required by 201 KAR 11:350) from
146 Seller.

147 **B.** Property is new construction and will carry a minimum of a one-year written warranty from Builder and, although it may
148 not be required by law, Builder shall supply to Buyer a *Seller's Disclosure Property Condition* form.

149 **C.** Buyer has not received the *Seller Disclosure of Property Condition* form (as required by KAR 201 11:350) from Seller.

150 If this Contract is accepted without receipt by Buyer of the *Seller Disclosure of Property Condition* form, Buyer may void this
151 Contract in writing unless Seller provides said form to Buyer within 72 hours of acceptance of this Contract. Buyer shall then
152 have 24 hours to review and acknowledge receipt of said form in writing. If Buyer does not respond in writing with a release of
153 Contract within the same 24 hour period, then Buyer waives Buyer's right to void the Contract on the basis of the information
154 provided on the *Seller Disclosure of Property Condition* form.

155 16. LEAD PAINT DISCLOSURE (CHOOSE ONE):

156 **A.** This property was not built prior to 1978. **OR**

157 **B.** This property was built prior to 1978. Seller agrees to complete the *Disclosure of Information on Lead-Based Paint and/or*
158 *Lead-Based Paint Hazards* form and attach it as an addendum to this Contract. Buyer acknowledges receipt of a copy of
159 the EPA pamphlet, *Protect Your Family From Lead In Your Home*.

160 **17. INSPECTIONS OF PROPERTY: (Time is of the essence with regard to all of Paragraph 17.) Buyer is on notice that an**
161 **inspection is recommended on every purchase and that inspections and appraisals required by FHA, VA, or Buyer's Lender do**
162 **not necessarily eliminate the need for other inspections.**

163 Except as expressly provided herein, the parties have not relied upon any statement or representation by any real estate broker
164 or agent as to the nature or condition of the property, and neither party nor do such brokers or agents, expressly or impliedly,
165 warrant the property, its construction, condition or materials of any of the fixtures, appliances or amenities.

166 The parties hereto acknowledge that the REALTORS do not recommend specific inspectors or specific inspection companies.
167 All inspections are deemed to have been completed and approved by Buyer. Except for a material misrepresentation made by an
168 agent, the **PARTIES RELEASE** each such agent and broker from liability for any defect or deficiency now existing or later
169 discovered relating to this property, and all systems, appliances and equipment on it.

170 Seller shall allow reasonable access and shall remove all personal belongings and/or debris that might obstruct a thorough
171 inspection of the property and improvements. If Buyer and/or Buyer's representative damages the property, Buyer accepts the
172 property with the damaged item(s). If Buyer does not purchase the property for any reason whatsoever, Buyer will pay Seller to
173 fix the damaged item(s). These provisions shall survive the closing.

174 **A. VERIFICATION OF SQUARE FOOTAGE:** The information provided by Seller or agents regarding the square footage of the
175 improvements is approximate and is provided to the best of Seller's knowledge. Within _____ days, Buyer shall verify the
176 information provided by Seller to the square footage of improvements located on the property. If the information is incorrect
177 by more than ten percent (10%) according to American National Standards Institute (ANSI) guidelines, Buyer shall have the right
178 to cancel this Contract by written notice to Seller given prior to the expiration of such time period. If Buyer fails to cancel this
179 Contract, Buyer shall be deemed to have waived any rights or claims for damages as a result of any incorrect information
180 regarding square footage of the improvements located on the property, and shall proceed with the purchase of the property.
181 Buyer acknowledges that purchase price set forth herein is not based on either the approximated or actual square footage
182 of the improvements.

183 B. INSPECTIONS (CHOOSE ONLY ONE OPTION):

184 **1.** Unless it is discovered that Seller failed to disclose a material defect which was known or reasonably should have been
185 known, Buyer accepts this property in its "as is" condition. Buyer understands the risks associated with this decision and agrees
186 to indemnify and hold harmless the real estate agents and brokers from any damages sustained as a result of accepting the
187 property in its "as is" condition. Notwithstanding the foregoing, Buyer has the right to perform any and all desired inspections,
188 within _____ days, but Buyer may not request the Seller to make any repairs, corrections, or replacements, and Buyer agrees

189 BUYER Initials: _____ / _____ Date: _____ / _____ Time: _____ / _____

190 SELLERS Initials: _____ / _____ Date: _____ / _____ Time: _____ / _____

192 Property located at: _____

193 to purchase this property regardless of the results of the inspections. However, if a clear wood destroying insect inspection is
194 required by Buyer's lender, this Contract is contingent upon Buyer obtaining at Buyer's own expense, within _____ days, a
195 satisfactory certification (using NPMA-33 Form) from a reputable pest control company, of Buyer's choice, certifying the
196 improvements to be free from visible evidence of active wood destroying insects, infestation or damage from infestation. Should
197 the certification reveal active infestation and/or damage from wood destroying insects, Seller may pay for all treatments and/or
198 repairs, and if Seller is unwilling to pay for same, Buyer shall have the right, in writing, to declare this Contract null and void; **OR**

199 **2.** Within _____ days, Buyer may inspect the property for any purpose (including wood destroying insects, mold, lead paint or
200 hazard risk assessment) at reasonable times and at Buyer's expense. Within the same time period Buyer shall, in writing, either
201 accept this property "as is" without requesting any repairs, corrections or replacements, or if Buyer has hired a licensed inspector
202 or other licensed professional and received a completed inspection report, declare the contract null and void or request Seller to
203 make repairs, corrections or replacements. **If Buyer does not provide a response to Seller within that timeframe, all parties**
204 **agree that Buyer accepts property in its "as is condition."** Within _____ days from Buyer's request for repairs, corrections or
205 replacements, Seller shall respond in writing, either 1) accepting Buyer's request; or 2) rejecting Buyer's request; or 3) making a
206 counter-offer to Buyer. If Seller does not respond to Buyer's request, Buyer may void the Contract or accept the property "as is"
207 with written notice to Seller. If Seller does not agree with Buyer on which items will be repaired, corrected or replaced, or on pay-
208 ment of same, Buyer shall, in writing, and within _____ days following Seller's last response either a) accept the property "as is"
209 (except for items that Seller did agree to repair, correct or replace); or b) void the contract; or c) make an additional counter-offer
210 to Seller.

211 Either party may make a "last, best and final offer," using that exact language. All responses to the "last, best and final offer," must
212 be made within _____ days after delivery. If this contract is properly declared null and void in the previous paragraph or if the "last,
213 best and final offer" is not accepted, this Contract shall become null and void, and Buyer and Seller shall sign a mutual release
214 within three (3) days authorizing a refund of all earnest money to Buyer. If Seller agrees to make repairs, replacements or correc-
215 tions, all such improvements shall be made in a workmanlike and every manner prior to closing.

216 **18. SURVEY:** Buyer is advised to order and purchase a stake survey to inform Buyer of lot size and boundaries and of the
217 potential for encroachments of buildings and other improvements over property lines, building setback lines, easements, etc.

218 Buyer acknowledges that Buyer has not relied upon representations made by any real estate broker or agent regarding the
219 aforementioned matters which would be revealed by a survey. **CHOOSE ONE:**

220 **A.** Buyer reserves the right to order and purchase a **STAKED SURVEY** or a **MORTGAGE INSPECTION PLAT** as a
221 Buyer's expense; **OR**

222 **B.** Buyer waives the right to purchase a staked survey and accepts the property "as-is" as it pertains to survey issues,
223 including but not limited to lot size, encroachments of improvements over easements, building limits and property
224 lines.

225 **19. SMOKE DETECTOR ORDNANCE NOTICE:** The property located in Jefferson County, Seller understands that Seller will
226 be required to sign at closing a same certifying compliance with Louisville Metro Code of Ordinances Section 94 and any
227 changes thereto. Seller shall comply with the ordinance prior to closing and sign required affidavit at closing. All Sellers,
228 including lenders who have foreclosed on property are required to comply with this ordinance, and, pursuant to the ordinance,
229 the responsibility to comply cannot be transferred to the Buyer. All parties understand that if the smoke detectors are not hard-
230 wired to the electrical system, new 10 year non-removable lithium powered smoke detectors must be installed after this contract has
231 been accepted and prior to closing.

232 **NOTICES**

233 **20. CONDOMINIUM SELLER'S CERTIFICATE:** If the subject property is a condominium, and the Condominium Seller's Certificate
234 has not been previously provided by the Seller, the Seller agrees to immediately request a Condominium Seller's Certificate, at
235 Seller's expense, and provide it to the Buyer pursuant to KRS 381.9203. Any additional condominium association documentation
236 requested, or updates to documents already requested, by the Buyer's lender shall be at the expense of the Buyer.

237 **21. RISK OF LOSS:** All risks of loss with respect to the property shall remain with Seller until the closing and delivery of deed
238 to Buyer. Seller agrees to provide and maintain insurance until closing. If the property is destroyed or substantially damaged
239 before the closing date, this Contract may be canceled at Buyer's option by written notice to Seller or Seller's Agent. If Buyer
240 cancels this Contract, Buyer and Seller shall immediately sign a Release of Contract and all earnest money paid hereunder
241 shall be refunded to Buyer.

242 **22. AGENCY INFORMATION & DISCLOSURE FORM:** Buyer and Seller acknowledge receipt of the Consumer Guide to
243 Agency Relationships and the Agency Disclosure Statement, as required by 201 KAR 11:400.

244 BUYER Initials: _____ / _____ Date: _____ / _____ Time: _____ / _____

245 SELLERS Initials: _____ / _____ Date: _____ / _____ Time: _____ / _____

247 Property located at: _____

248 **23. COMMISSION:** At closing of this transaction, Seller shall pay the above Listing Company a commission as per Listing
249 Contract. The commission is earned upon acceptance of this offer, but subject to any contingencies specified herein. If the
250 closing is not completed because of failure of Buyer and/or Seller to perform his/her respective obligations hereunder, the
251 defaulting party shall pay the commission.

252 Pursuant to 201 KAR 11:121, Section 1(1), Buyer and Seller acknowledge that one or more of the REALTORS acting within this
253 transaction may receive a referral fee from any person in return for directing a client or customer to that person, or another, who
254 provides or agrees to provide any goods, service, or insurance related to a transaction involving real estate.

255 **24. FAIR HOUSING:** This property was offered for sale without regard to race, color, sex, religion, national origin, handicap,
256 familial status, sexual orientation or gender identity. Buyer and Seller acknowledge receipt of a copy of the pamphlet "*What*
257 *Kentucky's Fair Housing Law Means*" as required by 104 KAR 1:010.

258 **25. MEDIATION/BINDING ARBITRATION:** Notice of Demand for Mediation must be made within 30 days after the party
259 raising the claims knew, or should have known, of the existence of said claims. Any dispute or claim (including, without limitation,
260 claims of fraud, misrepresentation, warranty and/or negligence) of Seller, Buyer, brokers, agents or any of them for a sum greater
261 than the limits of small claims court jurisdiction arising out of this Contract or breach thereof arising out of or relating to the
262 physical condition of the property covered by this Contract shall first be submitted to mediation and arbitration in accordance with
263 the guidelines of the Greater Louisville Association of REALTORS, Inc. Copies of these guidelines are available at the Greater
264 Louisville Association of REALTORS, Inc. Disputes shall include (among other things) issues relating to representations made
265 by Buyer, Seller, or any broker or agent, or other person or entity in connection with the sale and purchase of the property
266 covered by this Contract. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

267 If mediation does not result in an agreement signed by the parties, all such claims or disputes shall be decided by binding
268 arbitration in accordance with the guidelines of the Greater Louisville Association of REALTORS, Inc. and the laws of the
269 Commonwealth of Kentucky. Copies of these guidelines are available at the Greater Louisville Association of REALTORS, Inc.
270 The Arbitration must occur within 365 days after the initial Demand for Mediation has been filed. An actual oral hearing shall be
271 held unless the parties mutually agree otherwise. Any proceeding to determine damages shall be conducted by an arbitrator
272 pursuant to this paragraph 25 and not in court and shall be conducted within the Commonwealth of Kentucky. By signing below,
273 the agents, on behalf of themselves and their brokers, agree to be bound by this paragraph 25, but are not parties to this
274 Contract for any other purpose. This paragraph 25 shall survive the ending.

275 It is specifically agreed that no party will be entitled to join or consolidate disputes by or against others in any mediation or
276 arbitration (unless agreed to by all parties), or to include in any mediation or arbitration any dispute as a representative or
277 member of a class, or to act in any arbitration in the interest of the general public or in any private attorney general capacity.

278 The Kentucky Board of Real Estate Professionals shall retain jurisdiction to determine violations of KRS 324.160, and any and all
279 claims related to said violations must be brought within the time frame set by the Kentucky Board of Real Estate Professionals.

280 _____
281 Listing Agent Signature _____ Cooperating Agent Signature _____

282 **26. OTHER PROVISIONS:**

283
284
285
286
287
288

289 **27. This is a legally binding Contract. There is no rescission period following the signing of this Contract. The parties**
290 **to this Contract have read its entire contents and acknowledge receipt of a copy. It is agreed that all terms and**
291 **conditions pertinent hereto are included in this writing, and no verbal agreements or understandings of any kind shall**
292 **be binding upon the parties. The deletion, alteration or unenforceability of any provision of this Contract shall not**
293 **affect the enforceability of this Contract. Seller and Buyer acknowledge that they have not relied upon the advice or**
294 **representations of brokers or agents regarding, among other things, legal and tax consequences of this Contract,**
295 **and Seller and Buyer acknowledge that if such matters have been of concern to them, they have sought and obtained**
296 **independent advice relative thereto.**

297 BUYER Initials: _____ / _____ Date: _____ / _____ Time: _____ / _____
298 SELLERS Initials: _____ / _____ Date: _____ / _____ Time: _____ / _____

300 Property located at: _____

301 The following addendum(s) is/are attached hereto and made a part hereof: _____

302 Unless accepted in writing by _____ am/pm, Eastern Time, on the _____ day of

303 _____, 20____ this offer shall become null and void. (I/We acknowledge receipt of a copy of this offer.)

304 _____
305 Printed Name of Buyer Signature of Buyer Date and Time

306 _____
307 Printed Name of Buyer Signature of Buyer Date and Time

308 **RESPONSE: ACCEPTANCE**

309 Buyer's offer is: ACCEPTED at _____ am/pm, ET on the ____ day of _____, 20____.

310 _____
311 Printed Name of Seller Signature of Seller Date and Time

312 _____
313 Printed Name of Seller Signature of Seller Date and Time

314 **RESPONSE: REJECTION / COUNTEROFFER**

315 The above offer is rejected at _____ am/pm, ET on the ____ day of _____, 20____. However, Seller will accept:

316

317

318

319

320

321 All other terms and conditions shall remain the same.

322 Unless accepted in writing by _____ am/pm, Eastern Time, on the _____ day of _____

323 20____ this offer shall become null and void. (I/We acknowledge receipt of a copy of this offer.)

324 _____
325 Printed Name of Seller Signature of Seller Date and Time

326 _____
327 Printed Name of Seller Signature of Seller Date and Time

328 **RESPONSE TO COUNTEROFFER (or see additional page for counteroffer)**

329 Seller's response is: ACCEPTED OR REJECTED / COUNTEROFFER at _____ am/pm, ET on the _____ day
330 of _____, 20____.

331 _____
332 Signature of Buyer Date Time Signature of Buyer Date Time