

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
State of Ohio

SELLER: Cartus Financial Corporation, a Delaware corporation, and _____

_____ Buyer, of:

Address: _____

City/State/Zip: _____

agree that the Buyer agrees to buy and Seller agrees to sell, upon the following terms, conditions and standards, the following real property, (hereinafter referred to as the "Property"), and improvements thereon located in _____ County, Ohio, in "AS IS" condition.

A. **Said Property, tax identification number _____, is commonly known as:**

____5661 Ferdinand Dr West Chester, OH 45069 _____, together with the following fixtures, which are hereinafter sometimes collectively referred to as the "Personalty", and which are also sold in "AS IS" condition, including but not limited to: built-in appliances; heating, central air conditioning, and humidifying equipment and their control apparatus; stationary tubs; pumps; water softening equipment (unless leased); attached wall-to-wall carpeting and attached floor coverings; curtain rods and window coverings (excluding draperies and curtains); attached mirrors; light, bathroom and lavatory fixtures; storm and screen doors and windows, awnings, blinds, and window air conditioners; garage door openers and controls; attached fireplace equipment; security systems and controls (unless leased); smoke alarms; satellite TV reception system and components; all exterior plants and trees; and the following:

The following shall be **excluded**:

- | | |
|---|----------|
| B. PURCHASE PRICE (in U.S. funds): | \$ _____ |
| 1. Deposit | \$ _____ |
| 2. Additional deposit, if any, on or before _____ | \$ _____ |
| 3. Approximate principal amount of mortgage to be obtained | \$ _____ |
| TYPE OF FINANCING: conventional [<input type="checkbox"/>] | |
| FHA [<input type="checkbox"/>] VA [<input type="checkbox"/>] | |
| 4. Other mortgage to be: obtained [<input type="checkbox"/>] | \$ _____ |
| 5. Approximate balance to close to be paid by local cashier's check | \$ _____ |

C. FINANCING: Simultaneous with this contract, the Buyer agrees to provide a pre-qualification letter issued by a reputable lender. If the Buyer does not have a pre-qualification letter and if this Contract is subject to Buyer obtaining a mortgage, Buyer may be pre-qualified, at no cost and no obligation, for such a mortgage through Seller's affiliate, PHH Mortgage or Guaranteed Rate Affinity, LLC ("Mortgage Provider") at 1-888-342-5744. Buyer agrees to submit accurate information with regard to financial condition, to ensure an accurate and reliable pre-qualification. Mortgage Provider guarantees that Buyer will receive the pre-qualification decision within 24 hours, or Mortgage Provider will pay to Buyer the sum of \$250.00

Mortgage discount points, if any, shall be paid by Buyer, but shall not exceed \$ _____ or _____% of the gross mortgage amount. Should any lender's commitment be conditioned on any repairs, Seller reserves the right to cancel this Contract, and return all earnest money to Buyer(s) with no further obligation by Seller. It is expressly agreed and understood that neither party will be required to complete this transaction should any FHA Conditional Commitment or VA Certificate of Reasonable Value vary significantly from the agreed sales price. Buyer(s) assume all risk of any changes in interest rate and mortgage

discount points, and agree to close this transaction regardless of any such changes. Buyer agrees to pursue the mortgage financing diligently and in good faith, and a failure to do so shall be deemed as a default by Buyer.

Upon receipt of a mortgage commitment, Buyer shall promptly provide a copy to Seller, Agent and/or Sub-Agent, if any. Mortgage commitment date: _____ days after acceptance of this Contract. If a written commitment is not received by such date, Buyer agrees to extend commitment date until Seller, at its sole option, terminates this Contract in writing.

Should the mortgage commitment:

- (1) Not be valid until the date of the settlement, or
- (2) Be conditioned upon the sale of settlement of any other property, or
- (3) Contain any other condition not specified in this Contract, Seller shall have the option to terminate this Contract, in writing.

In the case of a VA/FHA loan, Buyer understands that the interest rate is determined by the VA/FHA. This rate changes from time to time and at the time of settlement may be higher or lower than the stated rate at the time of application. If Buyer has elected to lock the rate and points, the locked rate will be honored until the expiration of the rate lock. If the Buyer has not elected to lock the rate and points and the VA/FHA rate changes, Buyers will be charged the rate and points in effect at the time of settlement.

In the event Seller elects to terminate this Contract under the provisions of this contingency, all deposit monies shall be returned to Buyer, and the Parties shall have no further obligation under this Contract.

D CLOSING DATE: This Contract shall be closed and closing documents shall be delivered on or before _____, 20____, unless modified by other provisions of this Contract or separate written Contract. Seller shall not make any payment related to any closing date delays.

E. POSSESSION: Seller is entitled to possession up to completion of closing.

F. DEPOSITS: The listing broker or _____ shall serve as escrow agent. All deposits shall be placed in escrow. Escrow Agent agrees to deposit funds promptly and to hold and to disburse the same, subject to clearance, in accordance with the Contract. Failure of clearance of funds shall not excuse performance by Buyer. If a dispute shall arise between any of the parties to the Contract as to the proper disbursement of the funds, the escrow agent may at its option: (1) continue to hold the funds and documents, if any, until agreement is reached between the disputing parties, until a judgment has been entered by a court of competent jurisdiction and the appeal period has expired, or if appealed, until the matter has been finally concluded, and thereafter act in accordance with such final judgment; or (2) file suit to obtain declaratory relief of the court directing the disbursement of deposit(s) and the disposition of documents in its possession. In any suit in which the escrow agent is a party arising out of the Contract, it shall be entitled to recover reasonable attorney's fees and costs incurred, out of the escrow fund, regardless of any party's interest therein. The prevailing party shall be entitled to a judgment for any deficiency occasioned by payment of the fees and costs.

G. TITLE INSURANCE AND RELATED CHARGES: Title Insurance and related charges will be apportioned between the parties as local custom dictates.

Unless specifically waived by Buyer in writing, the title being conveyed will be in accordance with current title standards adopted by the local Bar Association subject only to liens, encumbrances, exemptions or qualifications, provided they do not impair the marketability of title, special or unusual encumbrances of any kind which might be identified in the Contract, and those additional matters which shall be discharged by Seller. If prior to closing it is discovered that title is unmarketable, at its option Seller may cancel the Contract or Seller shall have sixty (60) days to cure the defects or obtain Title Insurance insuring Buyer and its Lender over such defect. If after said period Seller shall not have cured the defects or obtained Title Insurance insuring over such defect, Buyer shall have the option of either: (1) accepting title as it is and closing or (2) demanding a refund of all deposits made hereunder. If Buyer elects to have a refund of deposits, then they shall be returned to Buyer, forthwith, and Buyer and Seller shall be released from any further obligations under the Contract.

H. CONVEYANCE AND TRANSFER: Seller may convey real property to Buyer by Special/General Warranty Deed (indicate which) subject to (1) taxes for the year of closing and subsequent years; (2) zoning and/or restrictions and prohibitions imposed by governmental authority; (3) restrictions and other matters appearing on the plat and/or common to the subdivision; (4) utility easements of record, provided said easements do not unreasonably interfere with the intended residential use of the property; and (5) other matters specified in the Contract, if any. The deed shall be executed by or on behalf of the title holder of record.

I. LEAD PAINT INSPECTIONS: Buyer at Buyer's expense shall have 10 days (Waived if home was built after January 1, 1978) to have a lead base paint inspection and test(s). With respect to housing constructed prior to January 1, 1978, the Seller is obligated to provide certain information and disclosures regarding lead base paint. Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. In the event that the home was built prior to January 1, 1978, Buyer must be provided with the pamphlet entitled "Protect Your Family from Lead in Your Home" and the Lead-Based Paint and Lead Based Paint Disclosure Form. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspection(s) in the Seller's possession and notify the Buyer of any known lead based paint hazards. A risk assessment or inspections for possible lead-based paint hazards is recommended prior to purchase. If Buyer desires a risk assessment or inspection for possible lead-based paint hazard it must have the same completed within 10 days from date hereof.

This right will automatically terminate at that time unless, prior to that time, Buyer (or Buyer's agent) delivers to Seller (or Seller's agent) a written contract addendum listing the specific existing lead paint-based deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. Seller may, at Seller's option, after receipt of Buyer's proposed addendum, elect in writing to provide Buyer with a credit for the costs of correcting the condition(s) at the time of settlement. If Seller does not elect to provide Buyer with a credit, or if Seller makes counteroffer, Buyer shall have 5 days to respond to the counter-offer or remove this contingency and take the property in "as is" condition or the purchase and sale Contract shall become void. Buyer may remove this contingency at any time by written notice to Seller.

J. CLOSING MATTERS:

1. PLACE: Closing shall be held at the office of Seller's closing agent.
2. DOCUMENTS: Seller shall furnish a deed or other instrument of conveyance, and any corrective instruments that may be required in clearing title.
3. At closing, Seller shall furnish and pay for the following, if checked and if generally provided by Sellers in the area where the subject premises are located.

{ } A Wood Destroying Insect Inspection Report, by a Certified Pest (Termite) Control Applicator stating whether based upon an inspection of the areas visible or accessible, the inspector discovered any evidence of infestation or damage by termites. Infestation and resulting damage by termites or other wood destroying insects shall be treated and repaired at Seller's expense, provided that if the cost of repair exceeds 1% of the purchase price, Seller may terminate this contract unless Buyer agrees to pay the cost of such repairs in excess of 1% of the purchase;

{ } A written guarantee from a gas line repair company or a licensed plumber guaranteeing the transfer of gas service to Buyer, including all repairs and alterations to gas lines, valves, meters, vents, appliances sold with the premises, and restoration of premises (excluding grass, shrubs & trees) necessary to accomplish the transfer; and

{ } A written health department report showing in essence that any well and/or on-site sewage disposal system now in use is in safe operation condition and is not a health hazard.

{ } A home warranty at a cost not to exceed \$_____.

4. LEGAL REPRESENTATION: Buyer is hereby advised that Seller is represented by _____ (title company), and that the Buyer has the right to retain its own attorney.

5. PRORATIONS: Tax prorations shall be made in accordance with local custom and shall be based on the last known tax bill or upon the tax assessor's latest valuation and the current tax or assessment rate and shall be prorated

to the date of closing. If it is common practice and/or local custom to have no prorations at closing, at the determination of Seller's closing agent, there shall be no proration. There will be no re-proration or readjustment after closing.

6. **CLOSING COSTS:** Subject to the provisions of Paragraph G hereof, at closing Seller shall pay for documentary stamps attached to the instrument of conveyance, as well as for the cost of recording any corrective instruments, its own attorney's fees and costs incurred by satisfying its obligations under this Contract, if any. Unless otherwise agreed to in writing by the parties hereto, or unless otherwise required by law, or governmental regulations, Seller shall be responsible for NO other closing costs. All other expenses associated with closing shall be borne by the Buyer, except as otherwise provided in this Contract. At the closing of the sale of real property, additional costs may be demanded from the Buyer in the form of closing costs including, but not necessarily limited to: attorney's fees; mortgage transfer or service fee; tax service, courier, appraisal and credit report fees; survey; roof, termite and/or other inspections; homeowners and flood insurance policies; service fee (or origination fee) on any new mortgage; intangible taxes on new mortgage; documentary stamps on new note; recording fee on deed and mortgage; lending institution's attorney fees and loan charges; mortgage insurance premiums; set-up of escrow account fee; recertification of abstract fees; and document preparation fees.

K. BROKER'S FEE: Seller hereby recognizes _____ as Broker(s) in this transaction, and agrees to pay a total commission of _____% if this transaction closes; which commission shall be split _____% to listing side and _____% to selling side.

L. DEFAULT: If Buyer fails to perform pursuant to this Contract, the deposit(s) made or agreed to be made by Buyer may be retained or recovered by or for the account of Seller as liquidated damages, as consideration for the execution of the Contract, and in full settlement of any claims whereupon all parties shall be relieved of further obligations under the Contract. Alternatively, Seller, at its option, may proceed legally or in equity to enforce its contractual rights. If for any reason other than (1) failure of Seller to make title marketable after diligent effort or (2) for other good cause Seller fails, neglects or refuses to perform pursuant to this Contract, all deposit(s) made by Buyer shall be returned upon demand. Alternatively, Buyer, at his option, may proceed legally or in equity to enforce Buyer's rights under the Contract.

M. FHA/VA: If this transaction is contingent upon Buyer obtaining FHA or VA financing, Buyer to attach a FHA/VA addendum hereto and such is incorporated herein by reference. Should any FHA/VA commitment be conditioned upon repairs, the Seller reserves the right to cancel this Contract and to return the Buyer's earnest money deposit without further obligation from Seller.

N. ADDITIONAL CONDITIONS:

(1) The terms and conditions of this Contract which apply to Seller are SUBJECT TO Seller becoming owner. In the event that the Seller is not the owner at the time of execution of this Contract, the Seller's obligations hereunder are contingent on the Seller becoming owner of the Property and Personalty. If the Seller does not become owner, this Contract shall become null and void.

(2) Buyer(s) acknowledge that Seller intends to acquire the Property in a relocation transaction, and that Seller is a non-occupant and has no direct knowledge of the Property.

Naturally occurring radon, molds, spores, pollens and/or botanical substances or other allergens (e.g., dust, pet dander, insect waste material, etc.) may be found in a home, including radon and mold. In addition, certain building materials (such as asbestos, urea-formaldehyde foam insulation ["UFFI"]) have been linked to health concerns. Collectively, these are all referred to as "Substances". Buyer(s) acknowledge and accept that Seller does not in any way disclose (except as expressly set forth in any other documents provided to you by Seller), warrant or indemnify indoor air quality conditions (including the presence or absence of Substances) at the property and is not responsible in any way for conditions that may exist at the property or health problems that might develop from or be related to such conditions. Buyer(s) agree to indemnify and hold Seller and prior owners harmless from any claims raised after the closing transaction relating to the presence or non-disclosure of Substances in the property (said indemnity to include attorneys' fees). Buyer(s) are directed to consult the U.S. Environmental Protection Agency website at www.epa.gov <<http://www.epa.gov>> or the equivalent state environmental/health services agency if additional information concerning indoor air quality and Substances is desired.

(3) Neither Seller nor Seller's agent has made any warranties or representations, either expressed or implied, as to the condition of the Property or Personalty, except as may be expressly set forth in this Contract. Buyer(s) acknowledge that they have the opportunity to inspect the Property and Personalty or have the same inspected by others on their behalf. Except for anything specifically set forth in this Contract, Buyer(s) understand that they are purchasing the Property and Personalty in "AS IS" condition.

(4) Buyer(s) agree to execute the attached real estate disclosure acknowledgment(s) as a part of this Contract, and, if requested, to update and re-execute any such acknowledgment at closing. Buyer(s) acknowledge that they have the opportunity to verify any inspections or matters disclosed by Seller, and to perform their own inspections of the Property. Buyer(s) shall report to Seller, in writing, the results of any such inspection(s), including a copy thereof, within ten (10) days after acceptance of this Contract. Failure to do so shall be deemed a waiver of the Buyer's right to inspect. In the event of any claim or demand by Buyer(s), as a result of Buyer's inspection(s), Seller shall have the option of:

- (a) Making the items operational or functional, or
- (b) Giving Buyer(s) a credit for the items, or
- (c) Canceling this Contract and refunding the Buyer's earnest money or other deposit.

In any case, Seller shall not be responsible for the quality of any repairs which may be required, and Buyer(s) agree to look solely to the person or company performing any such repairs. Buyers agree to promptly inspect any repairs following notice from Seller that the repairs have been completed. If repairs are performed, credit is given (including without limitation, a closing cost/prepaid credit agreed to after inspections are performed) or the price reduced in response to inspection issues, Buyer(s) agree to sign a release and hold harmless with respect to the condition of the Property. If Buyer and Seller cannot agree on the amount of the credit, Seller may elect Option (c). above and cancel this Agreement.

Buyer(s) shall not have the opportunity to cancel this Contract. Any and all credits granted to the Buyer must appear on the Closing Disclosure. In the event Buyer's lender or other person acting on Buyer's behalf refuses to permit such credit to show on the Closing Disclosure, for any reason, Seller will not be required to provide the credit to Buyer, and closing shall occur at the stated sale price.

(5) In order for Buyer(s) to verify that the Property is in the same physical condition, ordinary wear and tear excepted, at the signing of this Contract, Buyer(s) have the right to make a final walk-through no later than five (5) days prior to scheduled closing and shall inform Seller in writing of any objections within twenty-four (24) hours thereafter.

(6) Buyer(s) acknowledge that title to the Property may be conveyed by someone other than Seller. Buyer(s) agree that the closing process shall be handled by Seller's closing agent.

(7) If Buyer(s) purchase title insurance, Buyer(s) agree to order and purchase title insurance from an agent mutually agreed upon by the Buyer and Seller which is approved by the Buyer's lender.

(8) The closing of this sale and acceptance of a deed by Buyer(s) shall constitute acknowledgment that the condition of the premises and systems contained therein are acceptable and Seller shall have no further responsibility or obligation concerning the Property and Personalty, and Buyer(s) waive all rights they may have concerning the condition of the Property and Personalty.

O. MISCELLANEOUS:

1. **SURVEY:** Buyer may have the property surveyed at its expense. Buyer shall make no objection to minimal encroachments or setback violations.

2. **RISK OF LOSS:** If the Property or PERSONALITY is damaged by fire or other casualty prior to closing, and the cost of restoring the same does not exceed five percent (5%) of the sales price, the cost of restoration shall be an obligation of Seller and closing shall proceed pursuant to the terms of the Contract with the cost thereof being escrowed at closing. If the cost of repair or restoration exceeds five percent (5%) of the sales price, Buyer shall have the option of: (a) taking the property "as is", together with any insurance proceeds by virtue of said loss or damage, or (b)

canceling the Contract and having all deposits returned to Buyer, forthwith, with the parties released of any further liability hereunder.

3. MAINTENANCE: Unless otherwise agreed, Seller shall maintain the Property and Personalty through date of possession.

4. ATTORNEY'S FEES, COSTS AND VENUE: In any litigation (including all appeals) arising out of the Contract involving Seller or Buyer or Broker or Escrow Agent, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

5. PERSONS BOUND: This Contract shall bind and inure to the benefit of the parties hereto, their heirs, successors and assigns (where assignment is permitted). Whenever the context permits, singular shall include plural and gender shall include all.

6. ADDENDA AND EXHIBITS: The term "Contract" shall include all Addenda and Exhibits hereto, if any.

7. NOTICE AND TIME: Notice given by or to counsel shall be effective as if given by or to his client. Unless specifically referred to in "banking days", time limitations set forth herein shall be interpreted as "calendar days". Any reference to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays, and legal holidays, and any time period which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 o'clock p.m. on the next full business day.

8. APPRAISAL: Except as expressly provided herein, this Contract is not contingent upon an appraised value of the Property/Personalty equivalent to sales price.

9. CONTRACT NEITHER RECORDABLE NOR ASSIGNABLE: Neither this Contract nor any notice hereof, shall be recorded in the public records. This Contract shall not be assignable by Buyer except to join Buyer's spouse.

10. MULTIPLE LISTING CONTRACT: **MLS information/items (for example, square footage, school districts, buyer incentives, inclusions, agent incentives) are not part of this Contract unless expressly stated in this Contract.** Where in conflict, provisions of this Contract shall prevail over the provisions of any MULTIPLE LISTING CONTRACT otherwise in effect

11. FINAL CONTRACT: No modification or change in the Contract shall be binding unless in writing and executed by the parties. Where in conflict, typewritten provisions shall supersede printed provisions and hand written provisions shall supersede typewritten and/or pre-printed provisions.

12. ACCEPTANCE: This Contract and Buyer's execution hereof, is expressly subject to written approval of Seller. Seller's signature herein shall be evidence of such approval. In the absence of Seller's execution of this Contract and its delivery to Buyer, Seller shall not be bound by the terms and conditions of this Contract for any purpose whatsoever.

13. INTERNET CONNECTED DEVICES Home automation products, devices, components, electronics, hardware, software, hard drives, computer towers (CPU's), and all home automation or smart home controls and accessories, including but not limited to, smartphones, tablets, apps and applications, routers, wireless routers, wireless networks, "Wi-Fi" technology and equipment, automated or smart lighting controls, wireless or networked doorbells, keyless locks, wireless or networked thermostats, home security systems including cameras and microphones, and automated security lights are excluded unless specifically included in the contract. Buyer(s) assume all responsibility for transferring administrative and other control for any/all smart home internet connected devices.

Any change to the preprinted language in this document must be made in a prominent manner and initialed by all parties in order to be binding on the parties.

Executed by **Buyer(s)** _____, 20 ____.

Buyer _____ (Seal)

Buyer _____ (Seal)

Executed by **Seller** _____, 20 ____.

Cartus Financial Corporation

By: _____

(Print Name) _____

Deposit received on _____, 20 ____, to be held subject to this Contract.

Escrow Agent: _____

By: _____

(Print Name) _____

Listing Agent Signature: _____

(Print Name) _____

Address: _____

Phone Number: _____

Selling Agent Signature: _____

(Print Name) _____

Address: _____

Phone Number: _____