



# AUCTION PURCHASE AGREEMENT

\_\_\_\_\_, OH, \_\_\_\_\_ **BROKER ONLY** | Date: \_\_\_\_\_ Time: \_\_\_\_\_

**1. LEGAL DESCRIPTION/ADDRESS.** The undersigned buyer ("Buyer") hereby offers and agrees to purchase from seller ("Seller") through Kaufman Realty & Auctions, LLC ("Broker"), and the Sellers agrees to sell the following described property.

(a) Tax Parcel No.(s): \_\_\_\_\_  
(b) Street/City/Address: \_\_\_\_\_  
(c) Parcel#/Lot/Acreage Description: \_\_\_\_\_  
(d) Together with the buildings thereon, if any, and all hereditaments, appurtenances, rights, privileges, and easements belonging thereto (all of which are referred to as the "Property") subject to, (i) Any mortgages, liens and encumbrances created or assumed by Buyer; (ii) restrictions, reservations, covenants, conditions, limitations and easements of record; (iii) oil and gas leases of record; (iv) zoning ordinances, if any; (v) legal highways; (vi) taxes and assessments, which are not yet a lien, or which have not been certified to the auditor or which have been certified but have not been placed on the duplicate or have been deferred, but not yet due and payable; and (vii) all coal and other mineral rights and interests previously transferred or reserved of record (the "Permitted Exceptions"). If the Property requires a survey prior to Closing, Buyer acknowledges that the amount of acreage comprising the Property, the dimensions of the Property and the road frontage amounts are approximate and are subject to final survey. Buyer further acknowledges that the amount of acreage determined by the survey, if any, may be more or less than the amount stated in this Purchase Agreement and that the Purchase Price will be adjusted accordingly if a per-acre price calculation is used.

**2. PURCHASE PRICE** The total Purchase price for the property Sold via: \_\_\_\_\_ Lump Sum, \_\_\_\_\_ Per Acre

(a) Acreage amount (if Applicable): \_\_\_\_\_  
(b) Price Per Acre Amount (if Applicable): \_\_\_\_\_  
(c) Gavel Price: (Acreage X Per Acre Price if Applicable): \_\_\_\_\_  
(d) Total Purchase Price: \_\_\_\_\_

Non-Refundable-Deposit in an amount equal to or greater than 10% of the Total Purchase Price as defined in (e) or \$1,000 whichever amount is greater, (the "Deposit") is due and payable to the Broker on the day of sale in U.S. Dollars in immediately available funds. The Deposit is non-refundable. The Deposit shall be deposited in the Broker's trust account upon Acceptance, unless other arrangements have been made and agreed to by the "Buyer" and the "Seller."

(e) Non Refundable Deposit: \_\_\_\_\_

Additional Deposit Info: \_\_\_\_\_

Seller Initials: \_\_\_\_\_ Made Payable to **Kaufman Realty & Auctions Trust Account**

Deposit type: \_\_\_\_\_ Wire Transfer \_\_\_\_\_ Check # \_\_\_\_\_

(f) Balance of Purchase Price: \_\_\_\_\_

**3. PAYMENT OF PURCHASE PRICE/DEPOSIT.** At or before the Closing, Broker shall deliver the Deposit to the escrow agent/title agent ("Escrow Agent") and it shall be credited to reduce the Purchase Price together with applicable Buyer closing costs at the Closing. No interest shall accrue on the Deposit or other funds held in trust by Broker. Buyer agrees to pay the balance of the Purchase Price in U.S. Dollars in immediately available funds on or before the Closing Date. Buyer acknowledges that its obligations under this Purchase Agreement are not contingent on obtaining financing and Buyer represents to Seller and Broker that it either has cash or is approved for a loan at \_\_\_\_\_ financial institution in an amount sufficient to discharge its payment obligations under this Purchase Agreement.

Loan Officer: \_\_\_\_\_ Phone #: \_\_\_\_\_

In the event that Buyer fails to close the transaction in accordance with Paragraph 5, and upon written verification from Seller that Seller remains ready willing and able to close,; Broker shall disburse the Deposit to Seller provided, however, that Broker shall be entitled to retain a portion of the Deposit equal to the expenses paid by and billable time provided by Broker in relation to the transaction contemplated by this Agreement. Broker shall disburse the Deposit to Seller. Should Seller be unable to close in accordance with Paragraph 5 for any reason other than through fault of the Buyer, the Deposit shall be disbursed to the Buyer as fixed and liquidated damages. In no event shall liquidated damages exceed this amount and Seller have no additional rights or claims against Buyer. It is agreed that the amount to which the Seller is entitled under this Section is a reasonable forecast of just compensation for the harm that would be caused by Buyer's breach and that the harm that would be caused by such breach is one that is incapable or very difficult of accurate estimation.

**4. INSPECTIONS.** This Purchase Agreement is not contingent upon any inspections. If Buyer or Buyer's lender requires or performs any inspections including but not limited to, structural, heating, cooling, plumbing, electrical, well, septic, radon and/or termite, Buyer shall be responsible for any cost of said inspections and for any remedy Buyer or Buyer's lender may request or require as a result of because of any inspection(s) performed. Buyer's obligation to purchase the property is not contingent upon the result of inspection(s) and Buyer acknowledges and agrees that it is purchasing the Property in its "AS IS,

Initials Buyer: \_\_\_\_\_

Initials Seller: \_\_\_\_\_

WHERE IS" condition, pursuant to Section 14 of this Agreement, regardless of the outcome of any inspections it elects to perform.

**5. CLOSINGS.** Closing shall be on or before \_\_\_\_\_ (the "Closing" or "Closing Date") or 30 days following receipt of all administrative, governmental and/or judicial approvals necessary for closing, whichever is later. Time is of the essence in the performance by Buyer of its obligations under this Purchase Agreement. If Seller is unable to close the transaction contemplated by this Agreement on or before the Closing Date, the Closing Date shall be automatically extended for sixty (60) days to fulfill seller requirements for closing, if necessary, provided that Seller, Seller's agent, or the Escrow Agent may give Buyer written notice during the sixty (60) day period that it is ready to close and such closing shall occur within five (5) days following such written notice. After closing, buyer shall be responsible for maintenance of mechanical systems and physical structure of the home and any building, facility or structure on the property. As used herein the "closing" shall refer to the date of recording of the deed; closing is not the date of disbursement of seller's proceeds.

**6. POSSESSION.** Subject to any tenancy rights or parties in possession, if applicable. Seller agrees to deliver complete possession to Buyer on or before noon \_\_\_\_ days after date of Closing or upon the Closing Date, whichever is later but not prior to Closing.

**7. DEED.** Seller shall convey title to the Property by general warranty deed (or fiduciary deed, if appropriate) subject to the Permitted Exceptions. Deed Name: \_\_\_\_\_  
Buyer desires survivorship provision in the deed \_\_\_\_ Yes \_\_\_\_ No  
Names as they are to appear on deed. Buyer and Seller acknowledge they will have the right and opportunity to review the deed with counsel of their choosing and are not relying and may not rely upon Broker to advise them as to the contents of or language in the deed.

**8. Escrow Agent.** The Escrow Agent shall be chosen by Seller unless, as a condition to Buyer's loan, Buyer's lender requires use of a different Escrow Agent, in which case the Escrow Agent shall be chosen by Buyer's lender.

**9. CLOSING COSTS RELATED TO THE PURCHASE AGREEMENT AND LISTING AGREEMENT SHALL BE ALLOCATED AS FOLLOWS.** Seller shall pay: (a) the cost of the title search and/or mineral search, b) deed preparation, c) county transfer and conveyance fees, (d) real estate taxes and assessments related to the Premises prorated to the date of Closing, including any delinquent real estate taxes and assessments (e) If the Real Property requires a survey, unless otherwise noted, the seller shall pay all surveying charges for each newly-surveyed parcel and any parcel requiring a survey for transfer; f) Broker's fees; and g) the following fees specific to the auction:  
Seller and Buyer shall each pay one-half of the escrow agent's standard closing fees and one-half of the commitment fee and premium for an Owner's Policy of Title Insurance. Buyer shall pay any additional costs, including, without limitation, the cost of a loan policy, title endorsements, location survey or other items required by Buyer or Buyer's lender, and the following fees specific to the auction: \_\_\_\_\_. Buyer shall pay \$ \_\_\_\_\_ in surveying charges for each newly-surveyed parcel. Seller agrees and instructs the Escrow Agent to pay the professional fee from the sale proceeds at closing to Broker in accordance with the agreement between Seller and Broker. Broker advocates the use of title insurance in all real estate transactions.

**10. TAXES UTILITIES & NOTICES.** Seller shall pay all taxes and assessments prorated to the Closing Date utilizing the latest available tax information provided by the County Treasurer. If the tax duplicate fails to reflect the improved value of the Property (such as the situation where the Property being purchased is being split out of a larger tract or parcel of land or when the parcel has been improved in a manner not reflected on the tax duplicate) then the Escrow Agent, in counties where applicable, is instructed to contact the county auditor's office and obtain an estimate of the taxes for the proration period and such estimate shall be used in place of the latest available current tax duplicate and shall be final. However, if the auditor will not provide an estimate, then 35% of the assessed fair market value as shown on the tax duplicate (which shall include any reduction for agricultural use value and for which no adjustment shall be made) times multiplied by the millage rate times and the percentage that the Property consists of as compared to the larger tract of land out of which is being split shall be used instead. The assessed fair market value of the buildings and improvements that are located on the Property shall be included in such calculation. If no existing buildings and/or improvements are located on the Property, the foregoing calculation shall be based solely upon the assessed fair market value of the land as shown on the tax duplicate (again which shall include any reduction for agricultural use value and for which no adjustment shall be made.). Seller represents that they have not received governmental notices of any taxes or assessments not yet certified or of the existence of habitual sex offenders or sexual predators living in the neighborhood surrounding the Property. Utilities shall be paid by Seller to date the Seller vacates the Property or Closing, whichever is later. For any governmental utilities or other fees that attach to the Property, Escrow Agent is instructed to check for delinquent accounts. If applicable, the delinquencies are to be deducted from Seller's proceeds at Closing. BUYER SHALL BE RESPONSIBLE for payment of any Current Agricultural Use Valuation (CAUV) recoupment that may be assessed by the county auditor, and which becomes due and payable after the Closing.

**11. DAMAGE OR DESTRUCTION OF PROPERTY.** Risk of loss to the Property shall be borne by Seller until Closing. If the Property is substantially damaged or destroyed prior to Closing either party may rescind this Purchase Agreement.

Initials Buyer: \_\_\_\_\_

Initials Seller: \_\_\_\_\_

**12. TENANT OCCUPIED.** If the Property is tenant occupied all security deposits held by Seller in connection with the tenancy shall be paid to Buyer and all rents are to be prorated to date of Closing regardless if such rent has been collected, Buyer understands that after Closing Seller has no authority over the tenants and therefore Buyer is solely responsible for pending legal action to evict any tenant having possession at the time of the Closing.

**13. FIXTURES & EQUIPMENT.** This transaction shall include the following items free of liens and encumbrances IF located on Property and IF used in connection therewith: window and wall air conditioning units; attached fireplace equipment and grate; bathroom fixtures; affixed mirrors and lights; ceiling fans; smoke and carbon monoxide detector(s); all window coverings including rods and fixtures; blinds and awnings; humidifier; window and door screens; storm doors and windows; built-in furniture and appliances; garage door opener and controls; television aerial and rotor box and: \_\_\_\_\_

This sale does NOT include: \_\_\_\_\_

Buyer has read and understands what it is and is not included in the sale of Property.

**14. ACCEPTANCE OF CONDITIONS.** This Property is being purchased in its present physical condition, "AS IS, WHERE IS" after examination by the Buyer. Buyer is relying solely upon such examinations with reference to condition, value, character, and dimensions of the Property, and the home and/or other buildings, improvements and fixtures, if any, and is not relying upon any representations or facts presented by Broker or its employees or agents, whether orally or contained in any written material prepared by Broker regarding the Property, including, but not limited to the sales flyers and advertisements, Realtor Information Sheet, Property Information Sheet, and/or Multiple Listing Service Publication. Real Estate sales people are not tradesman and, therefore cannot make representations concerning the quality, character and/or condition of the plumbing, electrical system, heating, water supply, sewage system, and/or any other physical structure or characteristic to be in good or proper working order and/or condition, as he or she is not qualified to do so. Buyer has read and understands the above "AS IS" Clause. Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**15. OIL/GAS/MINERAL ROYALTIES.** Buyer acknowledges that, if oil and gas or mineral rights/royalties are not otherwise being reserved to Seller in this Purchase Agreement, or have been previously withheld, that Buyer shall be responsible for contacting the producer of the oil, gas or minerals, if any, to notify them of the change in ownership of the Property and provide them with any information needed to transfer the royalty payments to Buyer with said transfer, if any, to be effective as of Closing and further provided that any such royalties actually paid after Closing shall belong to Buyer regardless of the actual production date. This paragraph does not constitute a representation that any such mineral or royalty rights exist and shall have no application if Seller reserves the royalty or mineral rights at issue.

**16. Indemnity.** Seller and Buyer shall indemnify, defend, and hold harmless Broker, its employees, agents, directors, officers and shareholders from all any liabilities, claims, cause of action, costs and expenses (including attorneys' fees and court costs), and other demands for injuries, or damages to any person or entity incurred as a proximate cause of any Losses arising from or related to Seller or Buyer providing Broker incorrect information or, Seller's failure to disclose any information related to the Property, whether known or not known by Seller at the time of the execution of this Purchase Agreement. This indemnification paragraph shall survive both the Closing of the transaction, the transfer of title, and any termination of this Purchase Agreement.

**17. CONSUMER GUIDE & AGENCY DISCLOSURE.** Initials: \_\_\_\_\_ Buyer acknowledges receipt of Broker's Consumer Guide to Agency and Agency Disclosure.

**18. RESIDENTIAL PROPERTY DISCLOSURE.** (Initial only one line)

\_\_\_\_ Buyer acknowledges receipt from Seller of a signed and dated Residential Property Disclosure Form in compliance with Ohio Revised Code Section 5302.30 et. seq. (the "Residential Disclosure Law"). A copy of the disclosure is attached hereto and made a part hereof as Exhibit A

**OR**

\_\_\_\_ Buyer acknowledges that the Property does not contain a previously occupied residential dwelling and that the Residential Disclosure Law does not apply to this transaction.

**19. LEAD PAINT DISCLOSURE.** (Initial only one line)

\_\_\_\_ Buyer acknowledges that, prior to signing this contract, Buyer received a Lead Paint Disclosure form and booklet in compliance with the Federal Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"). A copy of the Lead Paint Disclosure is attached hereto and made a part hereof as Exhibit B

**OR**

\_\_\_\_ Buyer acknowledges that the Property either does not contain any residential buildings, or that all such buildings were constructed after 1978, and that the Act does not apply to this transaction.

**20. NO REPRESENTATION BY BROKER.** The parties acknowledge Broker has not made, does not make, and has not authorized

Initials Buyer: \_\_\_\_\_

Initials Seller: \_\_\_\_\_

anyone else to make, any warranties as to: (a) the existence or lack of existence of any mineral rights, lease of mineral rights, reservations of mineral rights or any other matter regarding mineral rights or title to the Property; and (b) any other matter or thing relating to the Property or this Purchase Agreement. Buyer and Seller expressly acknowledge that they may not rely and are not relying upon any representations made by Broker (or on Broker's behalf) in entering into this Purchase Agreement. Buyer and Seller have inspected the Property and conducted their own due diligence, or caused the same to be made on their behalf, and are thoroughly familiar and fully satisfied therewith.

**21. COMMISSIONS.** Seller and Buyer acknowledge and agree that: a) the commission rate that is to be paid in connection with this transaction is not fixed, controlled, recommended, or suggested in law or by any multiple listing service or association of realtors and can be fully negotiated; b) Seller and Buyer have the freedom to discuss and agree upon a commission rate that is acceptable to each of them and their respective agents; and c) there are no mandatory or standard commission rates in the real estate industry, such that the commission rate in each transaction may vary depending on various factors, including but not limited to the scope of services provided by each party's agent and market conditions.

**22. OHIO'S SEX OFFENDER REGISTRATION AND NOTIFICATION LAW.** Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. Therefore, you can obtain information from the sheriff's office regarding the notices they have provided pursuant to Ohio's sex offender notification law. Buyer shall rely on Buyer's own inquiry with the local sheriff's office as to the registered sex offenders in the area and shall not rely on Seller or any real estate agent regarding such matters.

**23. CLOSING DISCLOSURES AND/OR SETTLEMENT STATEMENT.** Seller and Buyer hereby authorize the escrow agent to send a HUD Settlement Statement to the respective Brokers and Agents of each listed in this Contract for their review prior to Closing and their records after Closing.

**24. JURISDICTION/VENUE.** In the event of any dispute arising out of or relating to seller's execution and delivery of this purchase agreement, or the breach thereof, the parties agree that venue and jurisdiction for any dispute which may arise out of this agreement shall exclusively lie in Holmes or Tuscarawas County, Ohio.

**25. AGRICULTURE AND RECREATIONAL/HUNTING LEASES.** Seller has informed tenants through the proper procedure that their lease has been cancelled effective: \_\_\_\_\_  
OR  
\_\_\_\_\_

**26. MISCELLANEOUS.** This Purchase Agreement shall be binding upon the parties hereto, their heirs, successors and assigns. This Purchase Agreement is not assignable by either party without the written consent of the other. Any amendment, addition, modification or change of any kind to the terms of this Purchase Agreement must be in writing and signed by all parties to this Purchase Agreement. Buyer represents that Seller has not made any promises, statements, agreements or representations of any kind that are not otherwise set forth in the terms of this Purchase Agreement, and Buyer is not relying upon any promises, statements, agreements or representations of any kind that are not expressly set forth in this Purchase Agreement in making Buyer's decision to enter into this Purchase Agreement. This Purchase Agreement represents the final agreement among the parties with respect to the subject matter set forth in this Purchase Agreement. This Purchase Agreement may be executed in counterparts each of which shall be deemed an original for purposes of authentication, evidentiary validity, and in governance of all the parties hereto. This Purchase Agreement is entered into in Ohio, and Ohio law shall apply to this Purchase Agreement and all disputes relating thereto. The provisions of this Purchase Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain in full force and effect. This Purchase Agreement shall survive the termination of any arrangements contained herein. Headings throughout this Purchase Agreement have no special significance and are for convenience only. Seller is encouraged to have the terms of this Purchase Agreement reviewed by a licensed Ohio Attorney. Broker does not and cannot provide legal advice of any kind, and Seller and Buyer warrants that Buyer and Seller are not and will not rely upon Broker for legal advice.

**27. ADDITIONAL TERMS AND CONDITIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Initials Buyer: \_\_\_\_\_

Initials Seller: \_\_\_\_\_

**28. SIGNATURES.**

**BUYER** Signature: X \_\_\_\_\_ Date/Time: \_\_\_\_\_  
 (Print name here) \_\_\_\_\_  
 PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

**BUYER** Signature: X \_\_\_\_\_ Date/Time: \_\_\_\_\_  
 (Print name here) \_\_\_\_\_  
 PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

**SELLER** Signature: X \_\_\_\_\_ Date/Time: \_\_\_\_\_  
 (Print name here) \_\_\_\_\_  
 PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

**SELLER** Signature: X \_\_\_\_\_ Date/Time: \_\_\_\_\_  
 (Print name here) \_\_\_\_\_  
 PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

**29. ACCEPTANCE:** Seller accepts the offer and irrevocably instructs escrow agent to pay from Seller's escrow funds a commission equal to \_\_\_\_% of the Purchase Price as defined herein to \_\_\_\_\_ (Buyers Broker) \_\_\_\_\_ (Office) (not applicable if left blank) and \_\_\_\_% to (Listing Broker) \_\_\_\_\_ (Office).

SELLER: \_\_\_\_\_ Address: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 SELLER: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Print name: \_\_\_\_\_ Email: \_\_\_\_\_

*Please note that if this property was sold based on a per-acre price, it will be multiplied by the acreage amount to determine the contract price. As the property is subject to a survey, the acreage may change. If the acreage changes, the contract price will be adjusted accordingly. In such a case, the final commission paid to the Buyer Broker and/or Listing Broker will also be adjusted and reflected on the Closing Disclosure. Please review the Closing Disclosure carefully before finalizing the closing.*

**30. RECEIPT OF DEPOSIT**

Received with Offer \$ \_\_\_\_\_  
 Received upon Acceptance \$ \_\_\_\_\_

Check#: \_\_\_\_\_ By: \_\_\_\_\_  
 Check#: \_\_\_\_\_ By: \_\_\_\_\_

**31. AGENCY CONTACT INFORMATION**

Seller's Broker: \_\_\_\_\_  
 Brokers License Number: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

Seller's Agent: \_\_\_\_\_  
 Agent License Number: \_\_\_\_\_

Buyers Broker: \_\_\_\_\_  
 Broker's License Number: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

Buyers Agent: \_\_\_\_\_  
 Agent License Number: \_\_\_\_\_