

Auction Sales Contract

This Agreement (“Auction Sales Contract”) is made this ____ day of _____, 20____. between _____ (hereinafter collectively the “Seller”) and _____ (hereinafter collectively the “Buyer”).

The undersigned Buyer agrees to purchase and the undersigned Seller agrees to sell upon the terms hereinafter set forth, the following real property located in the state of Ohio, County of _____, and generally known as _____

_____ hereinafter the “Property”) for the sum of \$_____ (“sales price”), which price specifically includes the Buyer’s Premium due Broker Auctioneer, Brandly Real Estate & Auction. The Buyer agrees to tender upon execution of this Auction Sales Contract the sum of \$ _____.

_____ (“deposit”), which shall be held in escrow according to the terms and conditions set forth herein by Brandly Real Estate & Auction. The balance shall be due on or before the ____ day of _____, 20____ (hereinafter the “closing date” or “settlement date”). The date will be moved to the next workday if the above date falls on a weekend or holiday.

1. This sales contract is not contingent upon Buyer obtaining financing.
2. The “Auction Sale Terms and Conditions” is attached hereto and incorporated herein. The parties agree that in the event the Auction Sales Terms and Conditions conflict with any of the provisions contained in this Agreement, the Auction Sales Terms and Conditions shall control and be given full effect.
3. This Agreement is binding upon and shall inure to the benefit of the Buyer’s and Seller’s respective heirs, executors, administrators, successors and assigns.
4. The Buyer shall be entitled to possession upon the closing of this Auction Sales Contract on the settlement date.

5. The Buyer shall be responsible for paying all closing costs including applicable transfer taxes and recording fees.

6. The Seller does not warranty the property or any of the systems or appliances beyond delivery of possession to Buyer. The Buyer acknowledges acceptance of the property and any of the improvements, systems or appliances thereon in "As Is" condition.

7. Seller shall convey to Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this Agreement, and excepting the following:

None, if nothing inserted

8. The Seller is not obligated under the terms of this Agreement to provide the Buyer with an owner's title insurance policy nor commitment and that any title insurance policy or commitment desired by the Buyer shall be the sole responsibility and expense of the Buyer.

9. At closing, Seller shall pay or credit on the purchase price all delinquent taxes, including penalty and interest, all assessments which are a lien on the date of contract. At closing, Seller shall also pay or credit on the purchase price all other unpaid real estate taxes which are a lien for years prior to closing and a portion of taxes for year of closing prorated through date of closing and based upon a 365 day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc. whether or not certified. In no event shall Seller be liable to Buyer for agricultural use tax recoupments. Seller warrants that no improvements nor services (site or area) have been installed or furnished, nor notification from public authority or owners' association of future improvements of which any part of the costs may be assessed against the real property, except the following: _____.

None, if nothing inserted

10. Adjustments shall be made through date of closing for: (a) rentals, (b) interest on any mortgage assumed by the Buyer, (c) condominium or other association periodic charges, and (d) transferable insurance policies, if Buyer so elects. Seller shall pay, through date of possession, all

accrued utility charges and any other charges that are or may become a lien. Security deposits shall be transferred to Buyer.

11. At closing, the Seller shall sign an affidavit with respect to any off-record title matters in accordance with community custom.

12. Risk of loss to the real property and appurtenances shall be borne by the Seller until closing provided that if any property covered by this contract shall be substantially damaged or destroyed before this transaction is closed, Buyer may (a) proceed with the transaction and be entitled to insurance money, if any payable to Seller under all policies covering property, or (b) rescind the contract, and thereby release all parties from liability hereunder, giving written notice to Seller and Broker within ten (10) days after Buyer has written notice of such damage or destruction. Failure by Buyer to so notify Seller and Broker shall constitute an election to proceed with the transaction.

13. The consideration shall include any fixtures, including but not limited to: built-in appliances; heating, central air conditioning; humidifying equipment and their control apparatus; stationary tubs, pumps, water softening equipment (unless leased); roof antenna, 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, and blinds, whether now in or on the premises, or in storage; garage door openers and controls; attached fireplace equipment; security systems and controls (unless leased); smoke alarms; satellite TV reception systems and components; all exterior plants and trees; and the following: _____

_____;

The following will be excluded _____

_____.

None, if nothing inserted

14. Professional advice and assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. While the Broker possesses considerable general knowledge, the Broker is not an expert on matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections,

engineering, etc. The Broker hereby advises the parties and the parties acknowledge that they should seek professional assistance and advice in these and other areas of professional expertise. In the event the Broker provides names of companies or sources for such advice and assistance, the parties additionally acknowledge and agree that the Broker does not warrant, guarantee nor endorse the services and/or products of such companies or sources.

15. It is illegal, pursuant to the Ohio fair housing law, division (H) of section 4112.02 of the Revised Code, and the federal fair housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

16. Miscellaneous:

16.1 Term Definition: The term "Broker" shall include, without limitations, Broker and/or Broker's agents and shall include collectively, except where context clearly indicates otherwise, both the Seller's Broker and the Buyer's Broker, if different.

16.2 Signatures: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which include photocopies, faxes, PDF, and scanned documents) sent by any method shall be valid for the purpose of this contract and any amendments or any notices to be delivered in connection with this contract.

17. Buyer has examined all property involved and, in making this offer, is relying solely upon such examination with reference to condition, character, and size of land and improvements and fixtures, if any. This contract constitutes the entire Agreement and there are not representations, or written, which have not been incorporated herein. Time is of the essence of all provisions of this contract. All provisions of this contract survive the closing and settlement date. In

compliance with fair housing laws, no party shall discriminate against any buyer or buyers because of race, color, ancestry, religion, sex, familial status, handicap, national origin or military status.

18. Auctioneer is licensed by the department of agriculture, and an aggrieved person may initiate a claim against the auction recovery fund created in section 4707.25 of the Revised Code as a result of the licensee's actions.

19. If through fault of Buyer, settlement does not take place on or before the settlement date (or any extensions thereof,) the sales contract will be deemed null and void.

20. This contract is subject to approval from: Probate Court ____, Bankruptcy Court ____, N/A ____.

21. This sales contract and any addenda which are specified on this sales contract contain the final and entire Agreement between the parties. No modifications, promises, or inducements not included in this sales contract shall be binding upon any party hereto.

The undersigned Buyer(s) agree to the terms herein and acknowledge the receipt hereto:

Name _____

Signature _____

Address _____

Office Phone _____ Cell Phone _____

Name _____

Signature _____

Address _____

Office Phone _____ Cell Phone _____

Buyer's Broker _____

Address _____

Office Phone _____ Cell Phone _____

Email _____

Deed to: _____

Buyer's Attorney _____

Address _____

Office Phone _____ Cell Phone _____

Email _____

The undersigned Seller(s) agree to the terms herein and acknowledge the receipt hereto:

Name _____

Signature _____

Address _____

Office Phone _____ Cell Phone _____

Name _____

Signature _____

Address _____

Office Phone _____ Cell Phone _____

Deposit

Brandly Real Estate & Auction, the Listing Broker acknowledges receipt of the sum of \$ _____ in the form of _____ (cash, check, credit card, other) which shall be deposited by said broker. Deposit may be deposited into Brandly Trust Account before Seller has signed this contract.

By: _____ Date _____

Listing Broker