

RESIDENTIAL REAL ESTATE SALES CONTRACT

(This is a legally binding contract; if not understood, seek competent legal advice.)

Tom Gatewood,
Principal Broker,
941-B East Main St,
Frankfort, KY 40601

_____ Seller(s)	_____ Listing Company	_____ Listing Agent	_____ Office Telephone
_____ Buyer(s)	_____ Selling Company	_____ Selling Agent	_____ Office Telephone

On this day ____/____/20____ I (we) hereby agree that through you, as agent(s) listed above, the **SELLER** shall **sell** and the **BUYER** shall **buy** for the purchase price, the real property located at: _____ and consisting of all of lot # _____ of _____ Subdivision (being in approximate size: F _____' / B _____' x L _____' / R _____' or _____ acres) in _____ County, State of Kentucky as filed in Courthouse (Deed Book: _____; Page _____) and SELLER's deed dated _____ with all buildings and other improvements thereto, in the same condition as they were on the date of BUYER's signature, the following described property, upon the terms and conditions set forth together with all improvements, fixtures, and appurtenances, including all lighting fixtures, drapery rods and curtain rods and brackets, window shades, blinds, storm windows/doors, screens, mail boxes, awnings, TV antenna and rotor, all built-in appliances (including stove fan/hood and dishwasher), all bathroom mirrors, wall to wall carpeting, all trees, shrubs, and plantings, storage shed, garage door opener and remote control devices, ceiling/paddle fans, if any, plus all articles so attached or built-in which, if removed, would leave the premises in a damaged, incomplete, or unfinished condition.

PURCHASE PRICE Shall be the sum of (\$ _____) _____ DOLLARS payable as follows: \$ _____ cash (with earnest money deposit to be credited thereon) on delivery of deed; and the balance of amount to be financed by BUYER through an area lending institution, if applicable, as follows: \$ _____ (= base loan of \$ _____ + FHA MIP or VA Funding Fee of \$ _____) for the following type of loan: Conventional Fixed Rate; Conventional Adjustable Rate; FHA; Rural Housing; VA; KHC-FHA; KHC-VA; Owner; Loan Assumption of existing loan; or Other: _____; through an area lending institution, if applicable, to be amortized for a term of not less than _____ years, with interest not to exceed _____% per annum for _____ year(s) with monthly payments of principal and interest not to exceed: \$ _____ per month, with balloon payment due ____/____/20____. (If adjustable, then initial rate can be adjusted as follows: maximum adjustment for first adjustment period: _____% with maximum adjustment for life of loan: _____%). SELLER agrees to pay discount point(s) not to exceed _____% of loan (\$ _____) and BUYER agrees to pay discount point(s) not to exceed _____% of loan (\$ _____). This contract is contingent upon BUYER obtaining a loan on the above terms and conditions, or better. BUYER shall duly apply and lock-in rates for loan within 3 days of acceptance of this offer, shall proceed with due diligence to obtain said loan, and be ready to close the sale within _____ days, but such time shall be extended if loan processing so requires but not to exceed 5 business days. BUYER shall pay all normal BUYER'S closing costs and SELLER shall pay all normal SELLER'S closing costs common to Ky. legal practices (see *pertaining language on reverse side*).

INCLUDING OR IN ADDITION TO THE FOLLOWING PERSONAL PROPERTY: Kitchen stove; Refrigerator; Microwave oven; Portable dishwasher; Clothes washer; Clothes dryer; All window treatments-(except: _____); Central vacuum & accessories; Fireplace screen & accessories; Wood burning stove/insert; Window air conditioner(s)- (#____); Utility/storage building; Gas grill; Satellite dish; and in addition to: (1) _____
_____ Nothing else;. All other personal property not specifically set forth is excluded.

CLOSING DATE This contract shall be closed and the deed delivered on or before the _____ day of _____, 20____ unless extended by other provisions of this contract or written extensions thereof.

EARNEST MONEY As evidence of good faith binding this contract, a deposit of \$ _____ Check (# _____); Cash; Money order; Other: _____ is made herein to be held by: _____ Real Estate Company and shall be placed in a non-interest bearing bank account in the name of such Broker as TRUSTEE for the parties within three (3) banking days following acceptance of this contract (see *pertaining language on reverse side*).

POSSESSION BUYER shall accept deed to the property when tendered by SELLER and make settlement as herein above set forth. Possession shall be given Same day of closing; _____ days after closing date with SELLER paying \$ _____ rent per day after day of closing for _____ days and then \$ _____ per day thereafter that SELLER remains in possession. A separate Occupancy Agreement shall be signed at closing; Other: _____.

X _____ /____/____ : ____m
BUYER's Initials Date Time

X _____ /____/____ : ____m
SELLER's Initials Date Time

X _____ /____/____ : ____m
BUYER's Initials Date Time

X _____ /____/____ : ____m
SELLER's Initials Date Time

ACCESS FOR INSPECTIONS BUYER and/or their representatives shall have reasonable access and right of entry to the premises for the purpose of conducting the referenced inspections.

ADJUSTMENTS AT CLOSING Taxes, fuel oil, utilities, rent interest on sewer assessments, assessments, interest on security deposits, if any, maintenance fees, association fees, water and sewer charges, and like matters shall be adjusted pro-rata, all as of the date of closing. All leases, if any, shall be assigned to BUYER, all advance rental collections, if any, shall be prorated, and all security deposits shall be transferred to BUYER at date of closing. The taxes will be prorated according to the uniform fiscal year of the town where the premises are located.

CLOSING EXPENSES BUYER shall pay all normal BUYER'S closing costs and SELLER shall pay all normal SELLER'S closing costs, common to Ky. legal practices. SELLER shall pay for preparation of the deed, state transfer tax, SELLER's affidavit, any corrective instruments required for perfecting the title, cost of recording any corrective instruments and pay-off of all existing mortgages not being assumed or taken subject to by BUYER, preparation of note and mortgage (if owner financing, and submit same to BUYER'S attorney at least two days prior to closing). BUYER shall pay deed and mortgage recording fees and all loan-closing expenses not specifically set forth.

CONTINGENT STRIKE CLAUSE (This language shall be included only if so indicated on reverse side). Whereas this contract is contingent upon the prior sale of real property, it is agreed that the subject property of this contract shall remain on the open market for sale. In the event SELLER in this contract shall subsequently receive an offer for purchase acceptable to him, BUYER in this contract shall have 3 business days from time notice is received to delete the contingency to sell and proceed with this contract as if no contingencies existed (excluding financing). In the event BUYER(S) do(es) remove the contingency to sell, then written notice shall be delivered to the Listing Real Estate Company in this contract before the expiration of the specified notice period. BUYER(S) further agree(s) to close within 45 days after removal of said contingency to sell. If BUYER removes the contingency to sell without a bonafied BUYER in the process of purchasing BUYER'S property which said contingency is subject to, no prior sale takes place, and BUYER'S financing is subsequently denied because of the prior sale not taking place but would otherwise have been approved, then earnest money shall be forfeited and delivered to SELLER and furthermore SELLER may pursue any available legal or equitable compensation. In the event BUYER does not remove the contingency to sell in writing within the above specified notice period, then this agreement shall become null and void at the expiration of the above specified notice period and all earnest money deposits shall be returned to BUYER. Said specified notice period shall commence upon the date and time of written notice to said BUYER or his agent, in person, or by mail and removal shall be by counter-notice to SELLER or have above stated agent by the aforesaid means.

DEFAULT If BUYER fails to perform BUYER'S obligations hereunder, SELLER may accept the deposit as liquidated damages, with both parties signing a release to that effect, or SELLER may pursue any available legal or equitable remedy. If SELLER fails to perform SELLER'S obligations hereunder, BUYER may receive refund of the deposit; with both parties signing a release to that effect and BUYER may pursue any available legal or equitable remedy. If the closing is not completed because of failure of BUYER or SELLER to perform their respective obligations hereunder, the defaulting party shall pay the brokerage fee. For purposes of construction of this provision, the parties agree that the agent shall be construed to be a third party beneficiary of this provision.

EARNEST MONEY Deposit to be applied to the purchase price upon passing of deed. The deposit shall only be removed from the broker's escrow account shown above upon closing, written agreement of the parties, by court order, or as provided by law, in accordance with KRS 324.111(4). If BUYER fails to qualify for financing as described above, the good faith deposit shall be returned to BUYER in accordance with Kentucky law.

FAIR HOUSING The SELLER and BUYER by signing this contract, acknowledge receipt of a copy of the brochure titled *What Kentucky's Fair Housing Law Means*, provided by the agent(s).

INSPECTIONS CONTINUED In the event BUYER reserves the right to have the property inspected by indicating such on the reverse side, BUYER may engage the services of a qualified inspector of BUYER'S choice to obtain any inspections including structural, mechanical, or environmental inspections, which BUYER deems desirable. All inspections shall be made within ten (10) business days after acceptance of this contract or removal or satisfaction of contingency to sell. A copy of the written inspection report shall be delivered to SELLER or SELLER'S agent within three (3) business days thereafter. Inspections are to be made at BUYER'S expense by qualified inspectors or contractors selected by BUYER. If BUYER does not deliver a written statement specifying those items shown in the inspection report which are unacceptable to BUYER within three (3) business days after inspection, the property shall be deemed to be acceptable to BUYER. If the inspection report reveals a problem affecting the property, then payment for said repairs shall be negotiated in good faith, between BUYER and SELLER within three (3) business days after BUYER notifies SELLER of said needed repairs. If SELLER is unable or unwilling to remedy the problem(s) or the BUYER and SELLER cannot agree on payment for repairs, then this contract may be voided by either party. However, SELLER shall always have the option of performing all repairs to keep this contract enforceable, and the BUYER shall always have the option of accepting the item(s) which need(s) repair in its "as is" condition to keep this contract enforceable. In the event BUYER waives all inspections, it will not necessarily eliminate the need for other inspections required by FHA, VA or BUYER'S lender. Any defect previously disclosed to BUYER in this contract, shall not be basis of cancellation of this contract.

INSPECTORS The parties hereto acknowledge that the agents do not recommend inspectors nor inspection companies. All inspections are to be ordered by the BUYER and shall be ordered from companies that are recognized in their respective industries as being qualified to make the required inspection, and licensed where possible.

X _____ / / : _ m
BUYER's Initials Date Time

X _____ / / : _ m
SELLER's Initials Date Time

X _____ / / : _ m
BUYER's Initials Date Time

X _____ / / : _ m
SELLER's Initials Date Time

OTHER INSPECTIONS SELLER has disclosed all material defects known to them in writing to BUYER and BUYER releases SELLER and AGENTS from any and all liability relating to any defect or deficiency affecting the property, which waiver shall survive closing.
 BUYER reserves the right to have the property inspected (see *pertaining language on page 2*). BUYER hereby agrees that BUYER has inspected the property and waives all inspections, relies solely upon the BUYER'S examination of the property. BUYER reserves the right to make a final inspection of the premises during a 48-hour period prior to closing.

SELLER DISCLOSURE FORM is required by Ky. Revised Statutes for residential sales. Thus **Seller Disclosure Form** is applicable; not applicable. If applicable, said form is; is not; will be (subject to BUYER'S written acceptance of said form within ___ days) attached and thereby made a part of this contract. BUYER(S) acknowledge they have; have not received and read a copy of the **Seller Disclosure Form** prior to signing this offer.

TERMITE INSPECTION is; is not applicable. If applicable, then inspection report to be paid by Buyer; Seller (see *pertaining language on reverse side*).

CONTINGENT UPON SALE OF REAL PROPERTY Whereas this contract is; is not contingent upon the sale of real property located at: _____. In the event this contract is contingent upon the sale of real property, the Contingent Strike Clause (see *pertaining language on page 2*) shall; shall not be included and made a part of this contract.

SPECIAL CLAUSES None (A) _____

We acknowledge that we have read this contract including the reverse sides, understand fully the contents hereof, understand that this is the complete content of said contract, understand that upon signing, this contract becomes legally binding, and acknowledge receipt of it. We further acknowledge that we are not relying on any verbal statements or representations, by either the SELLER(S), BUYER(S), or the agents involved, including the condition of the above described property, which are not a written part of and contained in this contract, nor do such agents expressly or implied, warrant the property, its size, construction, condition or materials used, nor any of the fixtures, appliances, appurtenances, or amenities. **TIME IS OF THE ESSENCE.**

EXPIRATION Unless this offer is accepted, as herein written on or before ___:00 __m _____, 20___, then this offer shall become **null and void**.

Buy-Sell Real Estate Company. _____ / / _____ : _____ m
 Selling Real Estate Company BUYER Date Time

By: _____ _____ / / _____ : _____ m
 Selling Real Estate Agent BUYER Date Time

CONTRACT PRESENTATION

This Offer was presented to the SELLER(S) on ___/___/20___ ___:___ __m and the following action was taken:

(I) we hereby **ACCEPT** BUYER'S offer; (I) we hereby **REJECT** BUYER'S offer;
 (I) we hereby **MAKE OFFER** to BUYER; (I) we hereby **REJECT** BUYER'S offer and make a **COUNTER-OFFER**,
 as amended, which will expire ___:___ __m _____, 20___

Listing Real Estate Company _____ / / _____ : _____ m
 SELLER Date Time

By: _____ _____ / / _____ : _____ m
 Listing Real Estate Agent SELLER Date Time

ADDENDA: Seller Disclosure (Page___); Lead Based Paint Disclosure (Page___); FHA/VA Addenda (Page___)
 Construction Addenda (Page___); Other: _____ (Page___); Other: _____ (Page___);

_____ / / _____ : _____ m
 BUYER's Initials Date Time

_____ / / _____ : _____ m
 BUYER's Initials Date Time

_____ / / _____ : _____ m
 SELLER's Initials Date Time

_____ / / _____ : _____ m
 SELLER's Initials Date Time

LEASES If rental property, then SELLER, not less than 15 days before closing, shall furnish to BUYER copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenants occupancy, rental rates and advance rent and security deposits paid by tenant. If SELLER is unable to obtain such letters from tenants, SELLER shall furnish the same information to BUYER within said time period in the form of a SELLER'S affidavit, and BUYER may contact tenant thereafter to confirm such information. At closing, SELLER shall deliver and assign all original leases to BUYER.

MAINTENANCE Until possession is delivered, SELLER shall maintain the heating, sewerage, plumbing, air conditioning and electrical systems and any appliances referred to in paragraph 1 on reverse side in normal working order, keep the roof water tight and maintain the grounds, walkways, driveways and fencing in same condition as of the date of contract, normal wear and tear excepted. SELLER shall deliver the premises broom-clean on the date specified and SELLER agrees to deliver to the BUYER all keys. The obligations of SELLER under this paragraph shall survive the closing and delivery of deed until possession is delivered. SELLER warrants that there presently exists no latent defects known to SELLER which would materially impair the fitness of the property for the purpose of its intended use. Neither SELLER nor BUYER shall look nor hold responsible the agents herein for any defects in the subject property.

MECHANICS LIENS SELLER shall furnish to BUYER an affidavit stating that there have been no improvements to the subject property for 90 days immediately preceding the date of closing, and no financing statements, claim of lien or potential lienors known to SELLER. If the property has been improved within that time, SELLER shall deliver release or waivers of all mechanics liens as executed by general contractors, subcontractors, suppliers and materialmen; in addition to the SELLER'S lien affidavit, setting forth the names of all general contractors, subcontractors, suppliers and materialmen and reciting that all bills for work to the subject property which could serve as basis for mechanics liens have been paid by or at closing.

PEST INSPECTION *(This language shall be included only if an inspection is so indicated on reverse).* This contract is contingent upon obtaining a satisfactory certification from a reputable pest control company certifying all of the property and its improvements to be free from termites and wood destroying organisms, infestation or damage there from. Should the certification reveal infestation and/or damage resulting form termites or wood destroying organisms, SELLER shall pay for all treatment and repairs up to two (2%) percent of the purchase price for the treatment required to remedy such infestation, including repairing and replacing portions of said improvements which have been damaged; but if the costs for such treatment or repairs exceeds two (2%) percent of the purchase price, BUYER or SELLER may elect to pay such excess or declare this contract null and void. SELLER shall allow reasonable access to the property for purposes of obtaining said certification. The cost of said inspection shall not exceed \$100.00 per structure, and unless otherwise noted on the reverse side, shall be a BUYER'S expense at closing except in VA sales where payment is to be made by SELLER as required by law.

REPRESENTATION It is understood that at closing, the property is accepted by BUYER as satisfactory and the SELLER and AGENT(S) shall have no further responsibility with reference thereto to BUYER. Any representations shall terminate at the time of closing and neither SELLER nor SELLER'S agent shall make any representation as to operation and condition of the property and its improvements.

RESTRICTIONS, EASEMENTS, LIMITATIONS BUYER shall take title subject to a) Zoning restrictions, prohibitions and requirements imposed by governmental authority; b) Restrictions and matters appearing on the plat common to the subdivision; c) Public utility easements of record, provided said easements are located on the side or rear lines of the property; and d) taxes for year of closing, and assumed mortgages. SELLER warrants that there shall be no violations of building or zoning codes at the time of closing.

RISK OF LOSS All risk of loss or damage to the premises by fire or other casualty or causes shall remain with SELLER until date of closing. If prior to closing, the premises shall be so damaged and the cost of repair(s) is less than ten (10%) percent of the purchase price herein, SELLER shall, at his costs, promptly repair said damage in good and workmanlike manner. If the costs of said repairs exceed ten (10%) percent of the purchase price herein, BUYER shall have the option to declare this contract null and void and receive a refund of the earnest money deposit, or BUYER may complete settlement, accepting premises as damaged together with the proceeds of any insurance payable as a result of such damage. SELLER shall maintain his present insurance in effect until passing of deed for the benefit of both parties.

TITLE An unencumbered, marketable title to the property shall be conveyed by deed of general warranty, with the usual covenants such as any title company will insure, except easements of record, restrictive covenants of record as to use and improvements of the property, and except applicable regulations imposed by the Planning Commission. Should title prove defective and such defect cannot be remedied, SELLER shall pay all title examination costs.

KY SLAYER LAW NOTICE Each party to this contract, who is a client of a real estate agent, hereby acknowledges that his or her agent has reasonably notified him or her about the provisions of KRS 381.280, as effective January 1, 2012, and as required under that statute, which is known as Kentucky's "Forfeiture Statute" and commonly referred to as Kentucky's "Slayer Statute."

HANDWRITTEN OR TYPED PROVISIONS Typewritten or handwritten provisions inserted in this form shall control all printed provisions in conflict therewith.

X _____ / / : _ _ m
BUYER's Initials Date Time

X _____ / / : _ _ m
SELLER's Initials Date Time

X _____ / / : _ _ m
BUYER's Initials Date Time

X _____ / / : _ _ m
SELLER's Initials Date Time