

Property Address \_\_\_\_\_ Zip Code \_\_\_\_\_ Contract# \_\_\_\_\_



**FARM OFFER TO PURCHASE (CONTRACT)**  
Lexington-Bluegrass Association of Realtors



Date: \_\_\_\_\_, 20\_\_\_\_

**1. IDENTIFICATION OF PROPERTY:** The property which is the subject matter of this Offer to Purchase ("Contract") is located in \_\_\_\_\_ County, Kentucky, and is described as follows (hereinafter "Property"):

\_\_\_\_\_

\_\_\_\_\_

with all improvements thereon, plus all articles attached or built in which, if removed, would leave the premises in a damaged, incomplete, or unfinished condition, plus the following items that will convey with the property: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**2. PURCHASE PRICE AND EARNEST MONEY:** Purchaser offers and agrees to pay the sum of \$ \_\_\_\_\_, as the full purchase price for the Property. An earnest money deposit of \$ \_\_\_\_\_ shall be paid upon acceptance hereof and shall be deposited with \_\_\_\_\_ to be applied to the purchase price at closing.

This deposit shall be refunded to Purchaser if title to the Property is unmarketable or if any contingencies contained in this Offer to Purchase are unsatisfied at the time of the closing, or paid to Seller in the event of Purchaser's default as described in Paragraph 23 below. The balance of the purchase price shall be paid in full at closing.

**The parties acknowledge that in accordance with KRS 324.111(4), the earnest money deposit shall not be removed from the broker's escrow account except upon (a) performance of this Contract by all parties, (b) written agreement of the parties, or c) an order from a court of competent jurisdiction, or (d) brokers release process.**

\_\_\_\_\_(a) CASH PURCHASE: The balance of the purchase price in the amount of \$ \_\_\_\_\_ shall be paid in cash on delivery of deed.

\_\_\_\_\_(b) NEW FINANCING: The balance of down payment (\$ \_\_\_\_\_) on delivery of deed, and mortgage portion of the purchase price as follows: PURCHASER to obtain financing in the amount of (\$ \_\_\_\_\_), at an interest rate not to exceed \_\_\_\_\_%. Should Purchaser be unable to obtain financing, this Contract shall be null and void, and the earnest money shall be refunded to the Purchaser. Purchaser agrees to pay own closing costs and prepaid items at time of closing.

**3. PRORATION:** All rents, taxes, or assessments shall be adjusted and prorated to date of transfer of deed.

**4. RENT DEPOSITS:** Rental security deposits and advance rents shall be transferred by Seller to Purchaser at closing.

**5. RISK OF LOSS:** The risk of loss from whatever cause with respect to the Property shall remain with Seller prior to closing, except that Purchaser shall be responsible for any loss that results solely from action taken by the Purchaser or Purchaser's authorized agent or representative. In the event the Property is damaged so that it cannot be conveyed in substantially the same condition as it was at the time of acceptance of this Contract, this Contract shall be voidable at the option of Purchaser or negotiated in good faith to the satisfaction of both parties. Should this Contract be voided, both parties shall sign a mutual release to refund all earnest money to Purchaser.

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BUYER's Initials      Date/Time      BUYER's Initials      Date/Time      SELLER's Initials      Date/Time      SELLER's Initials      Date/Time

**6. INVESTIGATION PERIOD-ACCESS TO PROPERTY:** Purchaser and its authorized agents or representatives, shall, for a period of \_\_\_\_\_ days following the date of acceptance of this Contract by Seller, be entitled to reasonable access to the Property for the purpose of determining the suitability of the Property for Purchaser’s intended use and the verification of the availability of utilities. All financing arrangements, appraisals, environmental studies, pest inspections, boundary surveys, and other lender requirements shall be completed during the investigation period. Purchaser shall have access to property to conduct any surveys, soil tests, environmental inspections, and other related activities which may be reasonably necessary in connection with the intended use of the Property. In order to assist Purchaser in its due diligence investigations, Seller in its discretion may provide such due diligence materials that Seller may have in its files such as title exams, Phase I environmental reports, surveys and plats, and zoning documents. Purchaser assumes all responsibility for the acts of its agents or representatives in exercising any rights under this provision and agrees to hold Seller harmless from any damages and injuries resulting therefrom. In the event Purchaser determines, in its sole discretion, that the Property is not acceptable for Purchaser’s intended use, then Purchaser shall be entitled to void this Contract and neither Party shall have any further obligation to the other. Purchaser shall give Seller or Seller’s agent actual notice of Purchaser’s intentions to void this Contract on or before the last day of the investigation period established by this paragraph of the Contract.

(a) Purchasers shall have the right to re-inspect the property within forty-eight (48) hours prior to closing for the sole and exclusive purpose of satisfying themselves that the property is in equal or better condition than it was as of the date of the Offer to Purchase.

**7. MAINTENANCE OF PROPERTY:** Seller agrees to maintain any improvements on the Property and grounds, including, if applicable, systems, appliances, and equipment in normal operating condition, and to keep the roof(s) water-tight and in good repair at all times prior to closing. Seller warrants that Seller has no actual knowledge of any presently existing latent defects which would materially impair the fitness of the Property for its intended use other than those of which are disclosed on the Seller’s Disclosure of Property Condition. Other than maintaining the Property in its present condition, Seller shall have no further obligation to make additional repairs unless agreed to in writing.

**8. DISCLOSURES:**

**A. LEAD BASED PAINT HAZARDS:** If the habitable residence(s) upon the subject Property was built before 1978, a disclosure of information and acknowledgement of Lead-Based Paint and/or Hazards Addendum, signed by the Purchaser and Seller, shall be incorporated into this contract by reference.

**B. SCHOOLS:** Purchaser understands that current schools placements are not guaranteed and may be changed at any time. The Purchaser is advised to contact the appropriate board of education.

**C. SQUARE FOOTAGE OF IMPROVEMENTS:** Purchaser is advised that representations relating to total square footage of any buildings, including residences, located on the property are not warranted. The Purchaser is advised to make an independent determination prior to entering into this contract or during the investigation period.

**D. PROPERTY BOUNDARY:** Purchaser is advised that representations relating to the Property’s boundaries are believed to be accurate, but are not warranted. The Purchaser is advised to have a pinned and staked survey prior to closing.

**E. AGENCY DISCLOSURE:** Purchaser and Seller acknowledge that they have received and read a copy of the Consumer Guide to Agency Relationships and the Agency Disclosure Statement, as required by 201 KAR 11:400.

**9. COVENANTS AND RESTRICTIONS:** Seller has disclosed any and all covenants, restrictions, easements, restrictive overlays, and/or conservation easements governing the use of this property.

BUYER’s Initials \_\_\_\_\_ Date/Time \_\_\_\_\_ BUYER’s Initials \_\_\_\_\_ Date/Time \_\_\_\_\_ SELLER’s Initials \_\_\_\_\_ Date/Time \_\_\_\_\_ SELLER’s Initials \_\_\_\_\_ Date/Time \_\_\_\_\_

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**10. TITLE AND TITLE DEFECTS:** At closing an unencumbered, good and marketable fee simple title to the Property shall be conveyed to Purchaser by deed of  **general** or  **special** warranty with the usual covenants such as any national title company will insure, free and clear of all liens and encumbrances and subject to easements of record and all restrictions of record as to the use of and improvements of the Property, as Purchaser may specifically approve. Purchaser shall complete all title examinations during the investigation period. At Closing, Seller shall pay and release all amounts secured by mortgages or other liens on the Property. Should the title be defective, Seller shall have \_\_\_\_\_ days after receipt of notice from Purchaser of such defect(s) within which to remedy same at the cost of Seller. If said defects cannot be resolved to the satisfaction of Purchaser within that time, this Contract will be voidable at the option of the Purchaser. Should this Contract be voided, both parties shall sign a mutual release to refund all earnest money to Purchaser.

**11. OWNER’S TITLE INSURANCE:** Purchaser understands that all defects in the title may not be discovered by a Title examination. Purchaser is advised to consult a Real Estate Title insurance representative or an attorney regarding Owner’s Title insurance.

**12. ZONING:** Seller represents that based on maps and zoning authorities, the Property is currently zoned \_\_\_\_\_, and that the present use of the Property is a permitted use within said classification. Purchaser acknowledges that such zoning is governed by the applicable governmental authorities.

**13. INDEMNIFICATION OF AGENT:** Purchaser and Seller recognize that the Agent(s) involved in this sale is relying on all information provided herein or supplied by Seller or its sources in connection with the Property and agree to indemnify and hold harmless the Agent(s) and his/her principal broker(s), and/or brokerage(s) from any claims, demands, damages, suits, liabilities, cost and expense (including reasonable attorney’s fees) arising out of any hidden or latent defects concerning the Property, or any misrepresentation or concealment of facts by Seller or its sources. The obligations of Purchaser and Seller under this Section shall survive the Closing.

**14. POSSESSION:** Possession shall be delivered \_\_\_\_\_.

**15. ADDENDA:** The following addenda are attached hereto and incorporated herein by reference:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**16. OTHER TERMS AND CONDITIONS:** (Have Purchaser and Seller initial, date and time after each entry. If signing electronically, Purchaser and Seller do not have to sign after each entry)

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**17. NOTICE TO ALL PARTIES:** All notices required by this Contract shall be made to the following addresses:

To Purchaser:	To Seller:

To Selling Agent:	To Listing Agent:

**18. HEIRS, SUCCESSORS, AND ASSIGNS:** The heirs of the Seller and the successors and assigns of both the Seller and Purchaser are bound under the terms of this Contract.

**19. EXCHANGE:** Purchaser and/or Seller may elect to treat this transaction as an exchange under IRC Section 1031 at no cost or liability to the other party.

**20. CONTRACT INTERPRETATION:** This Contract shall be interpreted according to the laws of the Commonwealth of Kentucky. Use of singular for Purchaser and Seller includes all Purchasers and Sellers, if more than one.

**21. FAIR HOUSING:** The Seller and Purchaser acknowledge receipt of a copy of the brochure titled "What Kentucky's Fair Housing Law Means" provided by the listing/selling Realtors. This property was offered for sale without regard to race, color, sex, religion, national origin, handicap, familial status, or sexual orientation/identification.

**22. ACCEPTANCE:** This Offer to Purchase must be accepted on or before \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ EST

**23. DEFAULT:** In the event of a default, the parties may pursue all available remedies. Should a default occur and legal action is instituted, the prevailing party shall be entitled to recover all costs, including a reasonable attorney's fee. In the event the Purchaser defaults, this clause shall operate as an assignment to the broker(s), who would have received a commission of the Seller's right to recover damages from the Purchaser in an amount equal to such commission. Should legal action be instituted to collect under this assignment, the broker(s) shall be entitled to receive all costs, including a reasonable attorney's fee. The parties further agree that such assignment shall survive both this Contract and any release or waiver which is not signed by the broker(s).

**24.** All parties to this transaction, including buyers, sellers, real estate agents, lender and closing agents acknowledge that the TRID Closing Disclosure, the Purchaser's Statement, the Sellers' Statement or any other summary form of the transaction does not contain non-public information and may be disclosed to any of the above referenced parties.

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**We have read this contract, fully understand the contents thereof, understand and agree that this is the entire agreement between the parties. WE UNDERSTAND THAT ONCE EXECUTED BY ALL PARTIES, THIS CONTRACT BECOMES LEGALLY BINDING. We further acknowledge that we are not relying on any verbal statements or representations, made by either the SELLER, BUYER or the REALTORS, either expressly or implicitly, warranting the property, its size, construction, condition or materials used, nor any of the fixtures, appliances, appurtenances, or amenities. If you do not understand any part of this document you should seek legal and/or accounting advice. We acknowledge receipt of this CONTRACT.**

25. CLOSING: The closing shall occur on or before \_\_\_\_\_.

PURCHASER:

SELLER:

_____	_____	_____	_____
	Date & Time		Date & Time
_____	_____	_____	_____
	Date & Time		Date & Time

26. This offer to be accepted on or before \_\_\_\_\_.

Selling Agent

Listing Agent

\_\_\_\_\_

\_\_\_\_\_

Office # \_\_\_\_\_

Office # \_\_\_\_\_

Broker License # \_\_\_\_\_

Broker License # \_\_\_\_\_

LBAR Agent # \_\_\_\_\_

LBAR Agent # \_\_\_\_\_

KREC Agent # \_\_\_\_\_

KREC Agent # \_\_\_\_\_

Agent Email \_\_\_\_\_

Agent Email \_\_\_\_\_

Agent Phone Number \_\_\_\_\_

Agent Phone Number \_\_\_\_\_

If you have specific questions please consult an attorney.  
The Lexington-Bluegrass Association of Realtors disclaims any and all liability that may result from your use of this form.

_____	_____	_____	_____	_____	_____	_____	_____
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