



3 Date: \_\_\_\_\_ MLS# \_\_\_\_\_

4 This is a legally binding Contract governed by the laws of the Commonwealth of Kentucky. It is agreed that all terms and condi-  
5 tions pertinent hereto are included in this writing, and no verbal agreements or understandings of any kind shall be binding upon  
6 the Parties. Seller and Buyer acknowledge that they have not relied upon the advice or representations of Brokers or Agents  
7 regarding, among other things, legal and tax consequences of this Contract, and Seller and Buyer acknowledge that if such  
8 matters have been of concern to them, they have sought and obtained independent advice relative thereto. The Parties are hereby  
9 advised that the other Party and/or the other Party's Broker/Agent may not treat the existence, terms, or conditions of offers as  
10 confidential unless there is a confidentiality agreement agreed to by all Parties.

11 **CALCULATING DAYS AND TIME:** All days are calendar days (midnight to midnight) calculated beginning on the first day following the  
12 acceptance day or, if applicable, notification day. The time of day shall be calculated using the local time of where the property is located.

13 Carter Realty Group, LLC 213475 Vince Carter 270-908-0020

14 Listing Company/ License# Agent Name/License# Agent Telephone Office Telephone

15 Vince@WeSellPaducah.com

16 Agent Email Co-Agent Name/License# Agent Telephone Primary Fax

17 Selling Company/ License# Agent Name/ License# Agent Telephone Office Telephone

18 Agent Email Co-Agent Name/License# Agent Telephone Primary Fax

19 Agent Email Co-Agent Name/License# Agent Telephone Primary Fax

21 Printed Name of Buyer Printed Name of Buyer

22 **PROPERTY**

23 **1. OFFER:** Buyer agrees to buy and Seller agrees to sell the real property located at: \_\_\_\_\_

24 788 Tiline Road, Smithland, KY 42081

25 being recorded in the Deed Book 220 Page 212 Block # Lot # Sub Lot #

26 in the County of Livingston, Kentucky, together with all improvements and fixtures, if applicable, which are acknowledged by  
27 all parties not to be personal property, including but not limited to:

- |                                 |                        |                               |                                    |
|---------------------------------|------------------------|-------------------------------|------------------------------------|
| 29 • attached lighting fixtures | • blinds/shades        | • wall-to-wall carpeting      | • invisible fencing and associated |
| 30 • ceiling fans               | • mailboxes            | • all remote-control devices  | transmitter(s)                     |
| 31 • gas logs                   | • all bathroom mirrors | • all outdoor landscaping and | • all storage sheds                |
| 32 • drapery rods               | • towel rods           | and lighting                  | • television mount(s) & bracket(s) |
| 33 • security system            | • satellite dish       | • water softener              |                                    |

34 Appliances and additional items to Remain: ☐ Refrigerator(s), ☐ Stove(s)/Range(s), ☐ Dishwasher(s), ☐ Microwave(s), and the following:

35 \_\_\_\_\_

36 \_\_\_\_\_

37 Seller shall Remove the following fixtures prior to delivery of Possession: \_\_\_\_\_

38 \_\_\_\_\_

39 Fuel / Propane Tank(s): ☐ Owned or ☐ Leased and ☐ Shall Remain or ☐ Shall Not Remain.

40 **PRICE AND TERMS**

41 **2. PURCHASE PRICE:** The purchase price shall be..... \$.....

42 **Earnest Money Deposit.....** \$.....

43 **3. PAYMENT OF PURCHASE PRICE:** Purchase price shall be paid as follows:

44 ☐ Cash..... \$..... or..... %.

45 ☐ Equity Line ☐ Gift ☐ Other..... \$..... or..... %.

46 **Financing: Remaining Amount Shall Be Financed by (CHOOSE ALL THAT APPLY):**

47 ☐ Conventional ☐ FHA ☐ Fixed Rate ☐ Adjustable-rate ☐ Other: \_\_\_\_\_ (if other, see at-

48 tached addendum) loan amortized over \_\_\_\_\_ years, with interest rate not to exceed \_\_\_\_\_ % per annum. For an adjustable-rate loan,  
49 adjustments are limited to the following. If Financing (other than an equity line) is involved, this

50 Contract is contingent upon Buyer qualifying for a loan with the above financing terms and conditions, or better.

51 If Buyer has acted in good faith and does not qualify for the loan, Buyer may void the Contract and receive Earnest Money Deposit in  
52 refund. The acquisition by Buyer of earnest money deposit, cash, equity line, gift, and/or other source of funds noted on lines 42, 44 and 45  
53 above is not a contingency. Buyer must apply for said loan within \_\_\_\_\_ day(s). Failure to apply for loan shall constitute a breach of this  
54 Contract, in which case Seller may either a) grant a written extension of time; b) void the Contract and retain Earnest Money Deposit as  
55 liquidated damages, or c) pursue a claim for damages as a result of the breach. Any change in financing terms or Lender must not  
56 adversely affect the Seller's proceeds or the closing date. Seller shall be informed of the progress of the loan, including any change to the  
57 above financing terms or selected Lender.

58 BUYER Initials: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ Time: \_\_\_\_\_ / \_\_\_\_\_

59 SELLER Initials: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ Time: \_\_\_\_\_ / \_\_\_\_\_

61 Lender Contact Information: \_\_\_\_\_.

62 Seller agrees to pay certain costs, on behalf of the Buyer, which include, but are not limited to, prepaid expenses related to Buyer's fi-  
63 nancing, escrow amount for taxes and insurance, etc., closing costs, loan origination and/or discount fees, title exam and/or title insurance  
64 charges and other lender fees and Buyer's settlement charges. (CHECK ONLY ONE)

- 65 ☐ NONE  
66 ☐ up to \$ \_\_\_\_\_ of Buyer's Settlement charges OR,  
67 ☐ up to \_\_\_\_\_ % of purchase price

68 **Seller is advised that there may be certain fees imposed by the FHA / VA/ USDA that must be paid by the Seller.** Otherwise, Buyer  
69 and Seller shall pay their respective closing costs, consistent with local custom. Except for Earnest Money Deposit, all monies necessary to  
70 close shall be tendered at closing by certified funds.

71 Buyer represents to Seller, the Listing Company, the Selling Company, and their respective sales associates, the Kentucky REALTORS®,  
72 Inc., and participants in the local Multiple Listing Service that the information provided above related to any source of funds and/or Buy-  
73 er's ability to pay cash is true, accurate, and complete to the best of Buyer's knowledge. Buyer shall indemnify and hold harmless all the  
74 foregoing parties from any liabilities, damages, costs, fees and expenses including attorney fees, resulting from any fraudulent information  
75 provided herein, or in any other writing provided by Buyer.

76 **4. EARNEST MONEY DEPOSIT:** The Earnest Money Deposit shall be delivered by Buyer or Buyer's agent within three (3) days and shall  
77 be held in the **ESCROW ACCOUNT** of Carter Realty Group, LLC. Failure to deliver Earnest  
78 Money Deposit within the aforementioned time period shall constitute a breach of this Contract, in which case Seller may either  
79 a) grant a written extension of time; b) void the Contract; or c) pursue a claim for damages as a result of the breach. The deposit shall only  
80 be removed from the broker's escrow account upon closing, written agreement of all parties, court order, or as provided by law. If either  
81 party fails to perform his/her obligations hereunder, the other party may accept the deposit as liquidated damages, with both parties signing  
82 a release or said party may pursue any available legal or equitable remedy. In the event that any legal action is necessary as a result of the  
83 Buyer's or Seller's refusal to release Earnest Money Deposit, the prevailing party shall be entitled to recover, in addition to any other reme-  
84 dies available under the Contract a) Earnest Money Deposit and b) mediation/arbitration or Court costs and the reasonable attorney's fees  
85 required to obtain the recovery of said deposit, not to exceed three (3) times the deposit amount. This limitation on the damages recover-  
86 able is for claims based on the failure to release the deposit, and it shall not limit the recovery of damages based on any other claim.

87 **5. APPRAISAL CONTINGENCY (CHOOSE ONLY ONE OPTION):**

88 ☐ **A. For Transactions Involving a Lender:** This Contract is **contingent** upon the Lender's first appraiser establishing that the value of  
89 the property is equal to or greater than the purchase price; -or-

90 ☐ **B. For Cash Transactions, Private Finance Transactions, and Contracts for Deed:** This contract is contingent upon an appraisal  
91 from a Kentucky certified real estate appraiser chosen by Buyer, completed within \_\_\_\_\_ days, establishing that the value of the  
92 property is equal to or greater than the purchase price; -or-

93 ☐ **C. This Contract is not contingent upon an appraisal.**  
94 Should the appraisal establish that the value of the property is less than the purchase price, in order for the contingencies in **A** or **B** to be  
95 effective, Buyer must, within five (5) days of discovering the appraised value and in writing, either a) waive the Appraisal Contingency;  
96 b) agree with Seller on a new purchase price and/or payment terms, if necessary to close;  
97 or c) void the Contract, at which point Buyer shall receive Earnest Money Deposit in refund. Otherwise, the Contract is voidable at the op-  
98 tion of Seller and Seller shall retain Earnest Money Deposit.

99 **6. PRORATIONS:** All taxes, dues and assessments due and payable in the year of closing shall be prorated between Buyer and Seller on  
100 the applicable calendar/fiscal year basis to date of deed, unless otherwise agreed upon in writing.

101 **7. LIMITED HOME WARRANTY (CHOOSE ALL THAT APPLY):** Buyer and Seller acknowledge the following: a limited home warranty  
102 policy may be available to Buyer for an additional fee; said policy may have exclusions; said policy is not a substitute for a home inspection;  
103 and Broker may receive a service fee from the home warranty company for marketing and administrative services and for processing appli-  
104 cation on behalf of the home warranty company.

- 105 ☐ Seller agrees to pay \$ \_\_\_\_\_ toward the purchase of a limited home warranty identified and ordered prior to  
106 closing by ☐ Buyer or ☐ Seller; -or-  
107 ☐ Buyer agrees to purchase a limited home warranty; -or-  
108 ☐ Property is new construction and will carry a minimum of a one-year written warranty provided at closing from Builder; -or- Buyer waives  
109 the option of purchasing/receiving a limited home warranty.

110 BUYER Initials: 


 / 


 Date: \_\_\_\_\_ / \_\_\_\_\_ Time: \_\_\_\_\_ / \_\_\_\_\_  
111 SELLER Initials: 


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 Date: \_\_\_\_\_ / \_\_\_\_\_ Time: \_\_\_\_\_ / \_\_\_\_\_

113 **DUE DILIGENCE**

114 **8. SELLER DISCLOSURE OF PROPERTY CONDITION (as required by 201 KAR 11:350, CHOOSE IF APPLICABLE):** Seller represents  
115 to Buyer, the Listing Company, the Selling Company, and their respective sales associates, Kentucky REALTORS®, Inc., and participants  
116 in the local Multiple Listing Service that the information provided in the *Seller Disclosure of Property Condition* form is true, accurate and  
117 complete to the best of Seller's knowledge. Seller shall indemnify and hold harmless all the foregoing parties from any liabilities, damages,  
118 costs, fees and expenses including attorney fees, resulting from any **fraudulent** information provided herein, in any addendum, in the List-  
119 ing Contract, in the *Seller Disclosure of Property Condition* form, or in any other writing provided by Seller.

120 ☐ **A.** Buyer acknowledges receipt from Seller of the *Seller Disclosure of Property Condition* form; -or-

121 ☐ **B.** Buyer has not received the *Seller Disclosure of Property Condition* form. Although it may not be required by law, Seller shall provide to  
122 Buyer the *Seller Disclosure of Property Condition* form.

123 If this Contract is accepted without receipt by Buyer of the *Seller Disclosure of Property Condition* form under **B**, Buyer may void this  
124 Contract in writing unless Seller delivers said form to Buyer within three (3) days. If Seller delivers said form to Buyer within three (3) days,  
125 Buyer shall then have one (1) day to review and acknowledge receipt of said form in writing. If Buyer does not respond in writing with a  
126 release of Contract within the same one (1) day period, then Buyer waives Buyer's right to void the Contract on the basis of the information  
127 provided on the *Seller Disclosure of Property Condition* form.

128 **9. LEAD PAINT DISCLOSURE (CHOOSE ONLY ONE OPTION):**

129 ☐ **A.** This property was not built before 1978; -or-

130 ☒ **B.** This property was built prior to 1978. Seller agrees to complete the *Disclosure of Information on Lead-Based Paint and/or Lead-Based*  
131 *Paint Hazards* form and attach it as an addendum to this Contract. Buyer acknowledges receipt of a copy of the EPA pamphlet, *Protect*  
132 *Your Family From Lead In Your Home*.

133 **(CHOOSE 1 OR 2):**

134 ☐ **1.** Buyer waives the right to conduct a risk assessment or inspection of the property for the presence of lead-based paint or lead-based  
135 paint hazards; -or-

136 ☐ **2.** This Contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-  
137 based paint hazards. Buyer has ten (10) days, or \_\_\_\_\_ day(s), from acceptance of this Contract to inspect the property for this purpose.  
138 This contingency will terminate unless Buyer delivers to Seller by the above-mentioned time and date a copy of the inspection and/or risk  
139 assessment report and a list of deficiencies and corrections needed to address the existence of lead-based paint and/or lead-based paint  
140 hazards. Seller will then have \_\_\_\_\_ days to respond to Buyer's request. If Seller agrees to the request, all repairs/corrections/remedia-  
141 tion shall be made prior to closing. If Seller does not agree to Buyer's request, Buyer may void this Contract and receive a refund of Earnest  
142 Money Deposit, or may accept the property in its current condition as it relates to lead-based paint and lead-based paint hazards. Buyer  
143 may remove this contingency at any time.

144 **10. INSPECTIONS OF PROPERTY: (Time is of the Essence with Regard to All of Paragraph 10)**

145 Buyer is on notice that an inspection is recommended on every purchase. Inspections and appraisals required by FHA, VA, or Buyer's  
146 Lender do not necessarily eliminate the need for other inspections. Seller shall allow reasonable access and shall remove all personal  
147 belongings and/or debris that might obstruct a thorough inspection of the property and its improvements.

148 Except as expressly provided herein, the parties have not relied upon any statement or representation by any real estate Broker or Agent  
149 as to the nature or condition of the property, or any part thereof, nor do such Brokers or Agents, expressly or impliedly, warrant the property,  
150 its construction, condition or materials or any of the fixtures, appliances or amenities.

151 The parties hereto acknowledge that real estate Brokers and Agents do not recommend specific inspectors or specific inspection compa-  
152 nies. All inspections are deemed to have been chosen and approved by Buyer. Except for a material misrepresentation made by a real  
153 estate Broker or Agent, the **PARTIES RELEASE** each such Broker and Agent from liability for any defect or deficiency now existing or later  
154 discovered relating to this property, and all systems, appliances, and equipment on it.

155 If Buyer and/or Buyer's representative damage the property, Buyer accepts the property with the damaged item(s). If Buyer does not pur-  
156 chase the property for any reason whatsoever, Buyer shall, in a timely manner, pay Seller for the full cost to repair or, if necessary, replace  
157 the damaged item(s). These provisions related to property damage shall survive the closing.

158 **A. VERIFICATION OF SQUARE FOOTAGE:**

159 Buyer is aware that any reference to the square footage of the premises, both the real property (Land) and the improvements thereon, is  
160 approximate. If square footage is a material matter to the Buyer, it must be investigated during the inspection period.

161 BUYER Initials: 

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 Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Time: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
162 SELLER Initials: 

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 Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Time: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

164 **B. INSPECTIONS (CHOOSE ONLY ONE OPTION):**

165 ☒ 1. Unless it is discovered that Seller failed to disclose a material defect, which was known or reasonably should have been known, Buyer  
166 accepts the property in its condition as of date of offer. Buyer understands the risks associated with this option and agrees to indemnify and  
167 hold harmless the real estate Brokers and Agents from any damages sustained as a result of accepting the property in its condition as of  
168 date of offer; -or-

169 ☐ 2. Within \_\_\_\_\_ day(s), Buyer may inspect the property for any purpose at reasonable times and at Buyer's expense. Within the same  
170 inspection period Buyer shall, in writing, either 1) accept property in its current condition; or 2) if Buyer has hired a licensed inspector or li-  
171 censed professional and received a completed report, either a) void the Contract; or b) request Seller to make repairs, corrections, replace-  
172 ments, and/or pay for same. Seller shall respond in writing within \_\_\_\_\_ day(s) of Buyer's Request. If Seller does not agree with Buyer's  
173 Request, following Seller's Response each Party shall then respond in writing within \_\_\_\_\_ day(s) until either 1) all Parties agree on  
174 which items will be repaired, corrected, replaced, and who will pay for same; or 2) either Party responds with an offer/counteroffer indicating  
175 it is the "last, best and final" response. If all parties do not agree to the terms contained therein within \_\_\_\_\_ day(s), then the Contract  
176 shall become null and void. At any time, if Seller does not respond to Buyer's Request, Buyer may either a) grant a written extension of  
177 time; b) accept the property in its current condition with written notice to Seller; or c) void the Contract. If the Contract is properly declared  
178 void pursuant to this paragraph, Earnest Money Deposit shall be refunded to Buyer.

179 ~~If Seller agrees to make any repairs, corrections, and/or replacements, all such improvements shall be made in a workmanlike and timely~~  
180 ~~manner prior to closing.~~

181 **11. SURVEY:** Buyer is advised to order and purchase a staked survey to inform Buyer of the lot size and boundaries and of the potential for  
182 encroachments of buildings and other improvements over property lines, building setback lines, easements, etc.

183 Buyer acknowledges that Buyer has not relied upon representations made by any real estate Broker or Agent regarding the aforementioned  
184 matters which would be revealed by a survey. Buyer releases each such Broker and Agent from liability for any defect or deficiency now  
185 existing or later discovered relating to the aforementioned matters.

186 CHOOSE IF APPLICABLE:

187 ☐ This Contract is contingent upon a survey satisfactory to Buyer. Buyer has \_\_\_\_\_ days to notify Seller in writing if Buyer wishes to void  
188 the Contract based upon the results of the survey, or this contingency is hereby deemed waived. **Time is of the essence with regard to**  
189 **this contingency.**

190 **CLOSING**

191 **12. CLOSING DATE (CHOOSE ONLY ONE OPTION):**

192 ☐ A. Closing of this transaction shall occur on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, unless otherwise agreed  
193 upon in writing between Buyer and Seller. The closing time shall be agreeable to both Buyer and Seller, which agreement shall not be  
194 unreasonably withheld; -or-

195 ☐ B. Closing of this transaction shall occur no sooner than \_\_\_\_\_ days nor later than \_\_\_\_\_ days, unless otherwise agreed upon  
196 in writing between Buyer and Seller. The closing date and time shall be agreeable to both Buyer and Seller, so long as date is within the  
197 time frame. If Buyer and Seller cannot mutually agree upon a closing date and time, closing shall occur on the last business day of the time  
198 frame.

199 **13. DATE OF POSSESSION (CHOOSE ONLY ONE OPTION):** Possession of the property shall be given by Seller to Buyer:

200 ☒ A. Simultaneously with closing, with all keys at closing table and property ready for occupancy; -or-

201 ☐ B. By \_\_\_\_\_ am/pm (local time at property location) \_\_\_\_\_ day(s) after closing (closing day not included).

202 **14. CONDITION AT POSSESSION:** Until possession is delivered, Seller shall maintain the property, exterior and interior, in the same or  
203 better condition as of the date of acceptance of the Contract, normal wear and tear excepted. Seller shall leave the property free of trash  
204 and debris and shall leave the premises "broom clean." **Personal property not designated in this Contract must be removed by Seller**  
205 **prior to possession. Damage beyond normal wear and tear caused by the removal of personal property shall be repaired in a**  
206 **workmanlike manner by Seller prior to possession. This paragraph shall survive the closing.**

207 **15. WALK THROUGH:** Buyer shall have the right to perform a "walk-through" inspection prior to closing and again prior to delivery of pos-  
208 session to verify condition. This paragraph shall survive the closing.

209 **16. LEASES (CHOOSE ONLY ONE OPTION):**

210 ☒ A. Seller warrants that no valid leases are or shall be in effect as of the date of closing on this property; -or-

211 ☐ B. At closing, all leases, if any, shall be assigned to Buyer; all rents, if any, shall be prorated between Buyer and Seller based on date of  
212 deed; and all deposits, if any, shall be transferred to Buyer. All current tenant leasing records, in Seller's possession, shall be delivered to  
213 Buyer at Closing.

214 BUYER Initials: 

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 Date: \_\_\_\_\_ / \_\_\_\_\_ Time: \_\_\_\_\_ / \_\_\_\_\_  
215 SELLER Initials: 

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 Date: \_\_\_\_\_ / \_\_\_\_\_ Time: \_\_\_\_\_ / \_\_\_\_\_



217 **17. WARRANTIES TRANSFER:** Seller agrees to transfer to Buyer, at closing, Seller's interest in any manufacturer's warranties, service  
218 contracts, and other guarantees or warranties which may be transferable to Buyer. Should there be a fee for this transfer, it shall be paid by  
219 Buyer.

220 **18. TITLE TO BE CONVEYED:** An unencumbered, marketable title to the real property described herein shall be conveyed by deed of  
221 GENERAL WARRANTY with the usual covenants such as any title company will insure the Owner, except easements of record, restrictive  
222 covenants of record as to use and improvement of the property, and except applicable regulations imposed by the Planning Commission.  
223 Should title prove defective and such defect cannot be remedied before closing date, Seller shall pay all title examination costs, and any  
224 reasonable out-of-pocket expenses incurred by Buyer in the process of pursuing the purchase of this property, including but not limited to  
225 cost of appraisal, credit report, mortgage application, survey, and inspections of any type. **Buyer is advised that a title examination alone**  
226 **cannot determine the existence of many possible claims or encumbrances against title.** Consequently, to help protect Buyer's owner-  
227 ship interest from certain claims, encumbrances or objections to title, Buyer shall purchase at closing an Owner's Title Insurance Policy as  
228 a Buyer's normal expense.

229 **Buyer acknowledges that Owner's Title Insurance is strongly recommended** and that, without said insurance, Buyer may have no  
230 protection against future loss from possible liens, demands for money, claims for possession of the property, unreleased encumbrances or  
231 future objections to title or potential losses.

232 **CHOOSE IF APPLICABLE:**

233 ☐ Buyer declines the protection of Owner's Title Insurance.

234 **NOTICES**

235 **19. CONDOMINIUM SELLER CERTIFICATE:** If the subject property is a condominium, and a Condominium Seller's Certificate has not  
236 been previously provided by Seller, Seller agrees to immediately request a Condominium Seller's Certificate, at Seller's expense, and  
237 provide it to Buyer pursuant to KRS 381.9203. Any additional condominium association documentation (including updates) requested by  
238 Buyer's lender shall be paid by Buyer.

239 **20. RISK OF LOSS:** All risks of loss with respect to the property shall remain with Seller until the closing and delivery of deed to Buyer.  
240 Seller agrees to provide and maintain insurance until closing. If the property is destroyed or substantially damaged before the closing date,  
241 this Contract may be voided at Buyer's option by written notice to Seller or Seller's Agent. If Buyer voids this Contract, Buyer and Seller  
242 shall immediately sign a Release of Contract and Earnest Money Deposit paid hereunder shall be refunded to Buyer. This paragraph shall  
243 survive the closing.

244 **21. ADDITIONAL DISCLOSURES:** Fair Housing. This property was offered for sale without regard to race, color, sex, religion, national or-  
245 igin, handicap, familial status, sexual orientation or gender identity. Buyer and Seller acknowledge receipt of a copy of the pamphlet "*What*  
246 *Kentucky's Fair Housing Law Means*" as required by 104 KAR 1:010.

247 **Consumer Guide to Agency Relationships and the Agency Disclosure Statement.** Buyer and Seller acknowledge receipt of the  
248 *Consumer Guide to Agency Relationships* and the *Agency Disclosure Statement*, as required by 201 KAR 11:400.

249 **22. COMMISSION:** At closing of this transaction, Seller shall pay the above Listing Company a commission as per Listing Contract. The  
250 commission is earned upon acceptance of this offer, but subject to any contingencies specified herein. If the closing is not completed be-  
251 cause of failure of Buyer and/or Seller to perform his/her respective obligations hereunder, the defaulting party shall pay the commission.

252 **23. NOTICES:** All Notices to be in writing and delivered to the respective Party's Agent and/or Co-Agent listed on page 1 of this Contract by  
253 hand delivery, first-class mail, email, or fax.

254 **24. SEVERABILITY:** The deletion, alteration, or unenforceability of any provision of this Contract shall not affect the enforceability of this  
255 Contract.

256 BUYER Initials: 

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 Date: \_\_\_\_\_ / \_\_\_\_\_ Time: \_\_\_\_\_ / \_\_\_\_\_  
257 SELLER Initials: 

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 Date: \_\_\_\_\_ / \_\_\_\_\_ Time: \_\_\_\_\_ / \_\_\_\_\_

258 Property located at: 788 Tiline Road, Smithland, KY 42081

259 **25. OTHER PROVISIONS:**

260 This is purchased through an auction. No seller's disclosure is provided. Property is being purchased as-is, where-is and holds  
261 sellers and all agents and brokers harmless from any damages purchasing the property.

262

273 **26. ADDENDUMS (CHOOSE ALL THAT APPLY):** The following addendum(s) is/are attached to this Contract:

277 **27. There is no rescission period following the signing of this Contract. The parties to this Contract have read it's entire contents**  
278 **and acknowledge receipt of a copy.**

281 Property located at: 788 Tiline Road, Smithland, KY 42081

282 **BUYER SIGNATURES**

283 Unless accepted in writing and response delivered to Buyer by ☐ ☐ am/pm, (local time at property location), on the \_\_\_\_\_  
284 day of \_\_\_\_\_, 20\_\_\_\_ this offer shall become null and void. (I/We acknowledge receipt of a copy of this offer.)

285 \_\_\_\_\_  
286 Printed Name of Buyer Signature of Buyer Date and Time  
287 \_\_\_\_\_  
288 Printed Name of Buyer Signature of Buyer Date and Time

289 **SELLER RESPONSE: ACCEPTANCE OR REJECTION**

290 Buyer's offer is ☐ ACCEPTED -or- ☐ REJECTED at ☐ ☐ am/pm, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

291 \_\_\_\_\_  
292 Printed Name of Seller Signature of Seller Date and Time  
293 \_\_\_\_\_  
294 Printed Name of Seller Signature of Seller Date and Time

295 **SELLER RESPONSE: REJECTION AND COUNTEROFFER**

296 Buyer's offer is ☐ ACCEPTED -or- ☐ REJECTED at ☐ ☐ am/pm, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
297 However, Seller will ACCEPT:

298 \_\_\_\_\_  
299 \_\_\_\_\_  
300 \_\_\_\_\_  
301 \_\_\_\_\_  
302 \_\_\_\_\_  
303 \_\_\_\_\_  
304 \_\_\_\_\_

305 **All other terms and conditions shall remain the same.**

306 Unless accepted in writing and response delivered to Seller by ☐ ☐ am/pm, (local time where property is located) on the  
307 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ this offer shall become null and void. (I/We acknowledge receipt of a copy of this offer.)

308 \_\_\_\_\_  
309 Printed Name of Seller Signature of Seller Date and Time  
310 \_\_\_\_\_  
311 Printed Name of Seller Signature of Seller Date and Time

312 **BUYER RESPONSE TO COUNTEROFFER (Use Additional Page if Further Counteroffer)**

313 Seller's response is ☐ ACCEPTED -or- ☐ REJECTED at ☐ ☐ am/pm, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

314 \_\_\_\_\_  
315 Printed Name of Buyer Signature of Buyer Date and Time  
316 \_\_\_\_\_  
317 Printed Name of Buyer Signature of Buyer Date and Time