

## OFFER TO PURCHASE COMMERCIAL REAL ESTATE

**This is a legally binding offer which, upon acceptance, will become a binding contract.**  
**If not understood, seek competent legal advice.**

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“AGENT”

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Date/Time

1. We, \_\_\_\_\_ (the “Buyer”) having an address of \_\_\_\_\_, offer to purchase from \_\_\_\_\_ (the “Seller”) having an address of \_\_\_\_\_ the following described property in \_\_\_\_\_ County, Kentucky: \_\_\_\_\_; comprised of +/- \_\_\_\_\_ acres, as further depicted or described on Exhibit "A," attached hereto, with all improvements permanently installed and affixed thereto (the “Property”), subject to the terms and conditions set forth below.
2. The "Purchase Price" shall be \_\_\_\_\_ (\$ \_\_\_\_\_), payable by Buyer in full at Closing (including the Deposit, if any, described in **Section [8]** below). Closing of the purchase contemplated by this Offer (the “Closing”) shall take place no later than \_\_\_\_\_ days from the date of execution of this Offer by both parties (the “Effective Date”). Time is of essence with respect to the obligations of the parties to this Offer.
3. Risk of loss shall remain with Seller until Closing, and Seller shall continue to maintain the Property in its condition as of the Effective Date, through Closing, and shall continue to maintain general liability and hazard insurance coverage on the Property through Closing. In the event of casualty at the Property, or if Seller receives notice of proposed condemnation proceedings with respect to the Property, Seller shall notify Buyer immediately of same and Buyer shall have the option of terminating this Offer, or proceeding towards Closing and taking an assignment of insurance proceeds or condemnation award up to the amount of the Purchase Price.
4. Buyer and Seller recognize that the Agent involved in this sale is relying on all information provided herein or supplied by the Seller or his sources in connection with the Property and agree to indemnify and hold harmless the Agent and his employers 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, misrepresentation or concealment of facts by the Seller or his sources. The obligations of Buyer and Seller under this Section shall survive the Closing.
5. Seller shall convey to Buyer marketable title to the Property by deed of general warranty/ special warranty (the "Deed"), with the usual covenants such as any reputable title company will insure, unencumbered, except by easements of record, restrictive covenants of record as to use and improvement of the Property, and except applicable regulations imposed by the planning and zoning commission. Should title prove defective and such cannot be remedied, Seller shall pay all title examination costs.



11. Seller agrees to indemnify Buyer against and hold Buyer harmless from any loss, damage or liability incurred by Buyer and arising hereunder, as a result of Seller's negligence or willful misconduct. Buyer agrees to indemnify Seller against and hold Seller harmless from any loss, damage or liability incurred by Seller and arising hereunder, as a result of Buyer's negligence or willful misconduct.

12. Seller shall pay to the above Agent a real estate fee outlined in a separate agreement. All parties herein acknowledge that \_\_\_\_\_ represents the interest of the Seller only. The commission is earned upon acceptance of this Offer, but subject to any contingencies specified herein. If transfer of title is not completed because of failure of Buyer or Seller to perform their respective obligations hereunder, the defaulting party, in addition to all other remedies provided herein or by law, shall pay the commission provided above and reasonable attorney's fees incurred by the non-defaulting party.

13. Any notice required hereunder shall be hand delivered or delivered by certified mail or by nationally recognized overnight delivery service, to the respective addresses for Buyer and/or Seller (as applicable) set forth in Section 1 above.

14. All terms and provisions of this Offer shall be held in confidence by the Seller and Buyer, and neither Seller nor Buyer shall disclose the terms hereof to any third party except for the officers, agents and employees of Seller and Buyer.

15. We have read the entire contents of this Offer and acknowledge receipt of same. We are not relying on verbal statements not contained herein. The Buyer further certifies that Buyer has examined the Property and that Buyer is thoroughly acquainted with its condition and accepts it as such.

Submitted at \_\_\_\_\_ a.m./p.m. EST, on \_\_\_\_\_, 20\_\_\_\_. Unless accepted and delivered to Buyer by \_\_\_\_\_ a.m./p.m. EST, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, this Offer shall be null and void.

**Buyer:** \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

The above Offer is accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ a.m./p.m. EST.

**Seller:** \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A**

Description of Property  
**[include deed reference, legal description, drawing or plat]**