



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. **POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).**

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials lee Date _____
Owner's Initials ste Date _____

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____



STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 1340 W 61st St, Cleveland, OH 44102-2104, Cuyahoga County

Owners Name(s): Luis R Erazo

Date: 08/14/ , 20 15

Owner [] is [] is not occupying the property. If owner is occupying the property, since what date: If owner is not occupying the property, since what date: 01/03/2015

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- Public Water Service, Private Water Service, Private Well, Shared Well, Holding Tank, Cistern, Spring, Pond, Unknown, Other

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? Yes No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) Yes No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- Public Sewer, Leach Field, Unknown, Private Sewer, Aeration Tank, Other, Septic Tank, Filtration Bed

If not a public or private sewer, date of last inspection: Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property? Yes [] No [] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? [] Yes [] No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? [] Yes [] No

If "Yes", please describe and indicate any repairs completed:

Owner's Initials [Signature] Date [] Owner's Initials [Signature] Date []

Purchaser's Initials [] Date [] Purchaser's Initials [] Date []

Property Address 1340 W 61st St, Cleveland, OH 44102-2104, Cuyahoga County

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No
If "Yes", please describe and indicate any repairs completed: _____

Have you ever had the property inspected for mold by a qualified inspector? Yes No
If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of **any previous or current** movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?
 Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of **any previous or current** fire or smoke damage to the property? Yes No
If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of **any previous/current** presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? Yes No
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

G) MECHANICAL SYSTEMS: Do you know of **any previous or current** problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): _____

H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the **previous or current** presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____

Owner's Initials LE Date _____
Owner's Initials SE Date _____

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address 1340 W 61st St, Cleveland, OH 44102-2104, Cuyahoga County

I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? Yes No
If "Yes", please describe: _____

Do you know of any oil, gas, or other mineral right leases on the property? Yes No

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:
Is the property located in a designated flood plain? Yes No Unknown
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? Yes No Unknown

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No
If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No
If "Yes", please describe: _____

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). Yes No
If "Yes", please describe: _____

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? Yes No
If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____
List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. Yes No
If "Yes", please describe (amount) _____

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property?

	Yes	No		Yes	No
1) Boundary Agreement	<input type="checkbox"/>	<input type="checkbox"/>	4) Shared Driveway	<input type="checkbox"/>	<input type="checkbox"/>
2) Boundary Dispute	<input type="checkbox"/>	<input type="checkbox"/>	5) Party Walls	<input type="checkbox"/>	<input type="checkbox"/>
3) Recent Boundary Change	<input type="checkbox"/>	<input type="checkbox"/>	6) Encroachments From or on Adjacent Property	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe: _____

N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property:

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials LRE Date _____
Owner's Initials SLK Date _____

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address 1340 W 61st St, Cleveland, OH 44102-2104, Cuyahoga County

CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER: *Luis R Erazo* DATE: _____
luis r erazo (Aug 14, 2015)

OWNER: *Senia N Erazo* DATE: _____
Senia N Erazo (Aug 14, 2015)

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at www.dnr.state.oh.us.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: _____ DATE: _____

PURCHASER: _____ DATE: _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Luis R Erazo
Luis R Erazo (Aug 14, 2015)

Sonia N Erazo
Sonia N Erazo (Aug 14, 2015)

Seller

Date

Seller

Date

Purchaser

Date

Purchaser

Date

Agent

Date

Agent

Date



**Realty Trust
Services**



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected **Realty Trust Services** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **Realty Trust Services** can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services that agents can offer and their options for working with you:

Representing the Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages, which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. When they do so, they sign an agency agreement that authorizes the brokerage and the buyer's agent to represent their interests. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction.

Dual Agency

Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of all parties.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at www.com.ohio.gov/real.

Working With Realty Trust Services- Our Policy On Agency

Realty Trust Services does offer representation to both buyers and sellers. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client, but **Realty Trust Services** and its managers will act as a dual agent. This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. **Realty Trust Services** will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, the agent and **Realty Trust Services** will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare

and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you, you can seek representation from another brokerage or you choose to be unrepresented by an agent.

As a buyer, you may also choose to represent yourself on properties **Realty Trust Services** has listed. In that instance, **Realty Trust Services** will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When **Realty Trust Services** lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Realty Trust Services** does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because **Realty Trust Services** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead, that company will be looking out for the buyer and **Realty Trust Services** will be representing your interests. When acting as a buyer’s agent, **Realty Trust Services** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

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, 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. (Effective: 3/25/08)

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand. If you want to see the Realty Trust Services complete Agency Policy or have further questions feel free to call our broker Andrew W Morris at 440-427-0123.

Because it is important that you have this information, Ohio law requires that we ask you to sign below to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

Name (Please Print)

Name (Please Print)

Luis R Erazo
luis r erazo (Aug 14, 2015)

Sonia N Erazo
Sonia N Erazo (Aug 14, 2015)

Signature Date

Signature Date



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 1340 W 61st St, Cleveland, OH 44102-2104, Cuyahoga County

Buyer(s): _____

Seller(s): luis r erazo

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____.

AGENT(S)

BROKERAGE

The seller will be represented by Sergio D Picciuto, and Realty Trust Services.

AGENT(S)

BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT _____ DATE _____

Luis R Erazo

luis r erazo (Aug 14, 2015)

SELLER/LANDLORD _____ DATE _____

BUYER/TENANT _____ DATE _____

Sonia N Erazo

Sonia N Erazo (Aug 14, 2015)

SELLER/LANDLORD _____ DATE _____

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



8. **Appurtenant Fixtures:** Items such as wall-to-wall carpeting, garage door openers, smoke detectors, built-in appliances, light fixtures, landscaping and many indoor and outdoor decorative items, if any, may legally be "fixtures" and, if so, they must remain with the property unless specifically excluded in the Purchase Agreement. Discuss this matter with your agent/Broker to avoid uncertainty regarding what you may take and what should remain with the property and make specific provisions for these items in such Purchase Agreement. Fixtures Excluded from Sale: _____

9. **Home Warranty:** I agree to provide not to provide a limited home warranty program from _____ at a charge of \$_____ plus options, if any. I understand a broker or agent may be compensated if I offer or pay for a home warranty program on this Property.

10. **Municipal Required Inspection:** I agree to apply for and obtain any inspections and/or certificates required by law and shall place said document(s) in escrow. The responsibility for curing said violations shall be assumed by the seller purchaser.

11. **Fees to Sub Agents and Dual Agents:** Owner authorizes Broker to list the Property in any Multiple Listing Service. Owner authorizes Broker to offer compensation in accordance with Broker's company policy, which is to offer compensation to Subagent or Buyer's agents. Owner has received Broker's written disclosure of its company policy on agency relationships. If prospective buyer of the Property is represented by Broker, or any other agent of Broker, or if the prospective buyer is an employee or agent of Broker, Broker will be considered a "dual agent" (that is agent of both Owner and Seller).

12. **Lead Based Paint Disclosure:** Owner has been advised that if the Property contains housing constructed before 1978 Owner is required (a) to provide to the Purchaser a federally approved lead hazard information pamphlet; (b) to disclosing to Broker and the purchaser the presence of any known lead based paint and/or lead based paint hazards on the Property and (c) to provide to Broker and the purchaser any additional information, records or reports in Owners possession or available to Owner pertaining to lead based paint hazards in the Property. In addition, Owner must provide to Purchaser a 10-day opportunity to conduct a risk assessment or inspection of the Property for the presence of lead based paint and/or lead based paint hazards, unless waived by the purchaser in writing. Finally, any contract for the sale of Property shall include an attachment containing a Lead Warning Statement as well as the information and disclosure described above. Owner agrees to comply with these requirements and to indemnify, defend and hold Broker harmless against any claims, damages, losses or expenses, including attorney's fees, arising from Owner's violation of these requirements.

13. **Additional terms:** _____

The word "I" in this agreement shall mean all sellers, jointly and severally, who have signed this agreement. I understand that this agreement does not guarantee the sale of my property. I hereby acknowledge receipt of a signed copy of this agreement (If seller is married, both signatures are required).

SELLER: Luis R Erazo
luis r erazo (Aug 14, 2015)

DATE: _____

SELLER: Sonia N Erazo
Sonia N Erazo (Aug 14, 2015)

DATE: _____

ADDRESS: New address

PHONE: 216-832-5122

AGENT: _____

DATE: _____

OFFICE: REALTY TRUST SERVICES, LLC, 43215 COOPER FOSTER PARK ROAD, SUITE 1, LORAIN, OH 44053
COMPANY LICENSE NUMBER: REC.2009001863 MANAGER BROKER: ANDREW W MORRIS NUMBER: 216-324-6637

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT IF YOU HAVE ANY QUESTIONS OF LAW, CONSULT YOUR ATTORNEY.













Realty Trust Listing Standard

Adobe Document Cloud Document
History

August 14, 2015

Created: August 08, 2015
By: Sergio Picciuto (info@restorethestandard.com)
Status: SIGNED
Transaction ID: XR3SUK6NA7J3U6Q

“Realty Trust Listing Standard” History

-  Document created by Sergio Picciuto (info@restorethestandard.com)
August 08, 2015 - 7:12 AM EDT - IP address: 99.16.108.96
-  Document emailed to luis r erazo (erazoluisr@yahoo.com) for signature
August 08, 2015 - 7:27 AM EDT
-  Document viewed by luis r erazo (erazoluisr@yahoo.com)
August 08, 2015 - 7:46 AM EDT - IP address: 71.49.115.17
-  Document e-signed by luis r erazo (erazoluisr@yahoo.com)
Signature Date: August 14, 2015 - 1:02 PM EDT - Time Source: server - IP address: 71.49.117.79
-  Document emailed to Sonia N Erazo (serazo69@yahoo.com) for signature
August 14, 2015 - 1:02 PM EDT
-  Document viewed by Sonia N Erazo (serazo69@yahoo.com)
August 14, 2015 - 1:06 PM EDT - IP address: 71.49.117.79
-  Document e-signed by Sonia N Erazo (serazo69@yahoo.com)
Signature Date: August 14, 2015 - 1:09 PM EDT - Time Source: server - IP address: 71.49.117.79
-  Signed document emailed to Sonia N Erazo (serazo69@yahoo.com), Sergio Picciuto (info@restorethestandard.com) and luis r erazo (erazoluisr@yahoo.com)
August 14, 2015 - 1:09 PM EDT