



SCHMIDT FAMILY OF COMPANIES

**RESIDENTIAL PURCHASE AGREEMENT  
OFFER, RECEIPT AND ACCEPTANCE**

1 BUYER: The undersigned STEVEN KURT offers to buy the

2 PROPERTY: Located at 10611 Garfield Avenue

3 City Cleveland Ohio, Zip Code 44108

4 Permanent Parcel No. 108-26-092 and further described as being: \_\_\_\_\_

5 \_\_\_\_\_

6 The property, which Buyer accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all  
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are  
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,  
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and  
10 control unit, smoke detectors, garage door opener(s) and \_\_\_\_\_ controls; all permanently attached carpeting. The  
11 following selected items shall also remain:  satellite dish;  range and oven;  microwave;  kitchen refrigerator;  
12  dishwasher;  washer;  dryer;  radiator covers;  window air conditioner;  central air conditioning;  gas  
13 grill;  fireplace tools;  screen;  glass doors and  grate;  all existing window treatments;  ceiling fan(s);  
14  wood burner stove inserts;  gas logs; and  water softener. Also included: \_\_\_\_\_

15 \_\_\_\_\_

16 Fixtures NOT Included: \_\_\_\_\_

17 \_\_\_\_\_

18 PRICE: Buyer shall pay the sum of \_\_\_\_\_ \$ 3,400

19 Earnest money payable to Innovative Title in the amount of \$ 500

20 In the form of a  check  other: \_\_\_\_\_ which shall be  
21 redeemed immediately upon receipt of a binding agreement (as defined

22 on lines 202-212) and  \_\_\_\_\_

23 Balance of cash to be deposited in escrow: \_\_\_\_\_ \$ 2,900

24 Mortgage loan to be obtained by Buyer: \_\_\_\_\_ \$ N/A

25  Conventional,  FHA,  VA,  Other \_\_\_\_\_

26 \_\_\_\_\_

27 \_\_\_\_\_

28 FINANCING: Buyer shall make a written application for the above mortgage loan and provide documentation to  
29 Seller of said application within N/A days and shall obtain a commitment for that loan no later than

30 N/A days after acceptance of this offer. If the closing date cannot occur by the date of closing due to  
31 no fault of either party, any government regulation or lender requirement, the date of closing shall be extended for

32 the period necessary to satisfy these requirements, not to exceed fourteen (14) business days. At the Seller's  
33 written election, if, despite Buyer's good faith efforts, that commitment has not been obtained, then this Agreement

34 shall be null and void. Upon signing of a mutual release by Seller and Buyer, the earnest money deposit shall be  
35 returned to the Buyer without any further liability of either party to the other or to the Brokers and their agents. (see  
36 line 202)

37 CLOSING: All funds and documents necessary for the completion of this transaction shall be placed in escrow  
38 with the lending institution or escrow company on or before \_\_\_\_\_ and title shall be  
39 recorded on or about \_\_\_\_\_

\_\_\_\_\_

SK 2-1-17  
BUYER'S INITIALS AND DATE

[Signature] [Signature]  
SELLER'S INITIALS AND DATE

Property Address: 10611 GARFIELD Ave, Cleveland, OH 44108

40 **POSSESSION:** Seller shall deliver possession to Buyer of the property within 0 days by 4 (time),  
41  AM  PM after the title has been recorded. Subject to Buyer's rights, if any, the premises may be occupied by  
42 the Seller free for \_\_\_\_\_ days. Additional \_\_\_\_\_ days at a rate of \$ \_\_\_\_\_ per day. Insurance coverage  
43 and payment and collection of fees for use and occupancy after recording of title are the sole responsibility of  
44 Seller and Buyer.

45 **TITLE:** Seller shall convey a marketable title to Buyer by general warranty deed and/or fiduciary deed, if required,  
46 with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage  
47 assumed by Buyer, b) such restrictions, conditions, easements (however created) and encroachments as do not  
48 materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and  
49 assessments, both general and special, not yet due and payable. Seller shall furnish an Owner's Fee Policy of Title  
50 Insurance in the amount of the purchase price. Seller shall have thirty (30) days after notice to remove title defects.  
51 If unable to do so, Buyer may either a) accept Title subject to each defect without any reduction in the purchase  
52 price or b) terminate this agreement, in which case neither Buyer, Seller nor any broker shall have any further  
53 liability to each other, and both Buyer and Seller agree to sign a mutual release, releasing earnest money to Buyer.  
54 (see line 202)

55 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and  
56 county charges and tenant's rents, collected or uncollected, shall be prorated as of the date the title has been  
57 recorded. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the  
58 tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall  
59 be prorated based upon 35% of the selling price times the millage rate. The escrow agent is instructed to contact  
60 the local governmental taxing authority, verify the correct tax value of the property as of the date the title has been  
61 recorded and pay the current taxes due to the date the title has been recorded. If the property being transferred is  
62 new construction and recently completed or in the process of completion at the time the agreement was signed by  
63 the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the  
64 improved property to the date the title has been recorded and reserve sufficient funds in escrow from Seller's net  
65 proceeds to pay those taxes when they become due and payable after the title has been recorded. The escrow  
66 agent is instructed to release the balance of the funds on reserve to Seller once they receive notice from the local  
67 county auditor that the taxes on the land and improvements have been paid in full to the date the title has been  
68 recorded. Buyer acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes  
69 and assessments that will be owed. Seller agrees to reimburse Buyer directly outside of escrow for any increase in  
70 valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the  
71 date the title has been recorded. Seller is not aware of any proposed taxes or assessments, public or private,  
72 except the following:

NONE

74 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),

75  Buyer  Seller agrees to pay the amount of such recoupment.

76 **CHARGES/ESCROW INSTRUCTIONS:** This agreement shall be used as escrow instructions subject to the  
77 Escrow Agent's usual conditions of acceptance.

78 Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount  
79 required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the  
80 cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's  
81 commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer  
82 in which case Seller shall pay the entire escrow fee), and h) \_\_\_\_\_

83 Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold  
84 \$ \_\_\_\_\_ from the proceeds due Seller for payment of Seller's final water and  
85 sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.

86 Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow  
87 fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance, c) all recording fees for the  
88 deed and any mortgage, d) \_\_\_\_\_ if the closing  
89 date cannot occur by the date of closing due to any government regulation or lender requirement, the date of  
90 closing shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14)  
91 business days. The Selling and Listing Brokers request and the Seller(s) and Buyer(s) hereby authorize and

BL [Signature]  
BUYER'S INITIALS AND DATE

[Signature]  
SELLER'S INITIALS AND DATE

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92 instruct the escrow agent to send a copy of their fully signed, Buyers and Sellers, Closing Disclosures and/or  
93 Settlement Statements, if applicable, to their respective Broker(s) listed on this Agreement promptly after closing.  
94 which Brokers may disburse to other parties to the transaction.

95 **HOME WARRANTY:** Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that  
96 such policies have deductibles, may not cover pre-existing defects in the property, and have items excluded from  
97 coverage. Broker may receive a fee from the home warranty provider. Buyer  does  does not elect to secure a  
98 Limited Home Warranty Plan issued by \_\_\_\_\_ The cost of \$ \_\_\_\_\_  
99 shall be paid by  Buyer  Seller through escrow.

100 **INSPECTION:** This agreement shall be subject to the following inspection(s) by a qualified inspector of  
101 Buyer's choice within the specified number of days from acceptance of binding agreement. Buyer assumes  
102 sole responsibility to select and retain a qualified inspector for each requested inspection and releases  
103 Broker of any and all liability regarding the selection or retention of the inspector(s). If Buyer does not elect  
104 inspections, Buyer acknowledges that Buyer is acting against the advice of Buyer's agent and Broker. Buyer  
105 understands that all real property and improvements may contain defects and conditions that are not readily  
106 apparent and which may affect a property's use or value. Buyer and Seller agree that the Broker(s) and their  
107 agent(s) do not guarantee and in no way assume responsibility for the property's condition. Buyer acknowledges  
108 that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Buyer's  
109 inspectors regarding the condition and systems of the property.

110 **Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the**  
111 **need for the inspections listed below.**

112 **Waiver** SK (initials) Buyer elects to waive each professional inspection to which Buyer has not indicated  
113 "yes". Any failure by Buyer to perform any inspection indicated "yes" herein is a waiver of such inspection  
114 and shall be deemed absolute acceptance of the property by Buyer in its "as is" condition.

Choice	Inspections	Expense	
		BUYER	SELLER
<input type="checkbox"/> <input checked="" type="checkbox"/> GENERAL HOME	_____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/> SEPTIC SYSTEM	_____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/> WELL WATER	_____ days from acceptance of Agreement ( <input type="checkbox"/> flow, <input type="checkbox"/> potability)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/> RADON	_____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/> MOLD	_____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/> PEST/ WOOD DESTROYING INSECTS	_____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/> OTHER	_____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>

(list other inspections)

126 Within three (3) days after completion of the last inspection, Buyer shall elect one of the following:  
127 a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If the  
128 property is accepted in its "as is" present physical condition, Buyer agrees to sign an Amendment to the  
129 Residential Purchase Agreement removing the inspection contingency and this agreement will proceed in  
130 full force and effect; OR  
131 b. Accept the property subject to Seller agreeing to have specific items that were identified in a written  
132 inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's  
133 expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide  
134 Seller with a copy of all inspection reports, if requested, and sign an Amendment to the Residential Purchase  
135 Agreement removing the inspection contingency and identifying the defects which are to be repaired. Seller  
136 and Buyer have five (5) days from Seller's receipt of the written list of defects and the inspection report(s), if  
137 requested, to agree in writing which defects, if any, will be corrected at Seller's  
138 expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement  
139 is null and void and Seller and Buyer agree to sign a mutual release, with the earnest money being returned  
140

SK BUYER'S INITIALS AND DATE

SK SELLER'S INITIALS AND DATE

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to the Buyer. (see line 202) The Buyer and Seller can mutually agree in writing to extend the dates for inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide reasonable access to the property for Buyer to review and approve any conditions corrected by Seller. OR Terminate this agreement if written inspection report(s) identify material latent defects not previously disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this agreement based upon newly discovered material latent defects in the property, Buyer agrees to provide a copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a mutual release. The earnest money will be returned to the Buyer without any further liability of either party to the other or to the broker(s) (see line 202).

**MEGAN'S LAW** Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's sex offender law. The Buyer acknowledges that the information disclosed may no longer be accurate and agrees to inquire with the local sheriff's office. Buyer agrees to assume the responsibility to check with the local sheriff's office for additional information. Buyer will rely on Buyer's own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on Seller or any real estate agent involved in the transaction to determine if a sex offender resides in the area of any property Buyer may purchase.

**CONDITION OF PROPERTY:** Buyer has examined the property and agrees that the property is being purchased in its "As-Is" Present Physical Condition including any defects disclosed by the Seller on the Ohio Residential Property Disclosure Form or identified by any inspections requested by either party or any other forms or addenda made a part of this agreement. Seller agrees to notify Buyer in writing of any additional disclosure items that arise between the date of acceptance and the date of recording of the deed. Buyer has not relied upon any representations, warranties, or statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this agreement or on the Residential Property Disclosure Form.

1. Buyer acknowledges receipt of completed Residential Property Disclosure Form from Seller
2. Buyer has not received Residential Property Disclosure Form and Seller agrees to deliver to Buyer a copy of the completed Residential Property Disclosure Form within three (3) days after acceptance unless the sale of the property is exempt by Ohio Revised Code 5302.30 from the use of the form.

Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices received from governmental agencies to inspect or correct any current building code or health violations. If applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a mutual release with instruction to the Broker on disbursement of the earnest money. (see line 202)

**REPRESENTATIONS AND DISCLAIMERS:** Buyer acknowledges that the Seller completed the Residential Property Disclosure Form unless otherwise stated above and Seller has not made any representations or warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any misstatements or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents have no obligation to verify or investigate the information provided by the Seller on that form. Buyer hereby acknowledges that any representation by Seller or the real estate agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowner's fees, public and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list any and all verbal representations made by Brokers or their agents that you relied upon when purchasing this property (if none, write "none")

None

**DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that event, Seller and Buyer agree to sign a mutual release, with instruction to the Broker on disbursement of the earnest money or deposit (see line 202). If such damage is less than ten percent of the purchase price, Seller



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44108

191 shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property

192 **ADDENDA:** The additional terms and conditions in the attached addenda  Agency Disclosure Form  
193  Residential Property Disclosure  VA  FHA  FHA Home Inspection Notice  Secondary Offer  Condominium  
194  Short Sale  House Sale Contingency  House Sale Concurrency  Lead Based Paint (required if built before 1978)  
195  Homeowner's Association  Affiliated Business Arrangement Disclosure Statement  Walk-Through Addendum  
196  Other  
197 are made part of this Agreement. The terms and conditions of any addenda will supersede any conflicting  
198 terms in the Purchase Agreement.

199 **ADDITIONAL TERMS:** Buyer Requests to use Innovative Title  
200  
201

202 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of the  
203 earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust  
204 account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is  
205 to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two  
206 years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided  
207 the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been  
208 filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller.  
209 In all events, at closing of the transaction, the broker shall have the right to apply earnest money being held by  
210 broker against the real estate commission owed the broker as a result of said closing. If said earnest money  
211 exceeds commission due Broker, the amount over the commission due Broker shall be sent to the escrow agent or  
212 if requested by Seller, the total earnest money shall be sent to the Escrow Agent.

213 **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the  
214 last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer  
215 and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the  
216 parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be  
217 in writing and be signed/initialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be  
218 deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's  
219 usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this  
220 Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as  
221 calendar days.

222 **This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.**

223 BUYER [Signature] 2/1/17 Address 751 LAUREL ST. #502  
224 Print Name STEVEN KURT SAN CARLOS, CA ZIP 94070  
225 BUYER [Signature] Date 2-1-17 Phone 650-678-8156  
226 Print Name \_\_\_\_\_ Email STEVENKURT23@gmail.com

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[Signature] 2-1-17  
BUYER'S INITIALS AND DATE

[Signature] [Signature]  
SELLER'S INITIALS AND DATE

Property Address: 10611 GARFIELD AVENUE, CLEVELAND, OH 44108

227 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow  
228 funds a commission of \$ 1000 or \_\_\_\_\_ percent (\_\_\_\_%) of the  
229 purchase price to LEILANI BOWERSOCK (Selling Broker) Coldwell Banker, Schmidt POC (Office)  
230 and \$ per agreement plus \_\_\_\_\_ percent (\_\_\_\_%) of the  
231 purchase price to \_\_\_\_\_ (Listing Broker) Realty Trust Services (Office)

232 SELLER John Johnson Address \_\_\_\_\_

233 Print Name \_\_\_\_\_ ZIP \_\_\_\_\_

234 SELLER John Johnson Date 2/3/2017 Phone \_\_\_\_\_

235 Print Name \_\_\_\_\_ Email \_\_\_\_\_

236 Selling Agent Name, RE License Number:

237 Telephone and Email:

238 Leilani Bowersock

239 7005015619

240 440-570-9514

241 leilani7b@gmail.com

Listing Agent Name, RE License Number:

Telephone and Email:

CHRISTOPHER KAYLOR

2011003065

3208401073

CHRIS KAYLOR@gmail.com

242 Selling Brokers Name, BR License Number:

243 Telephone and Email:

244 Coldwell Banker, Schmidt Family of Companies

245 20036

246 440-892-7040

247 Westlake@chhunter.com

Listing Brokers Name, BR License Number:

Telephone and Email:

Realty Trust Services

9165

29550 Detroit Rd #300

West Lake OH 44145

LL 2/3/17

BUYER'S INITIALS AND DATE

JJ JK

SELLER'S INITIALS AND DATE

OFFICE: \_\_\_\_\_

PHONE: \_\_\_\_\_



Schmidt FOC, LLC



**ADDENDUM TO PURCHASE AGREEMENT  
BUYER'S / LESSEE'S COMMISSION ADDENDUM**

PROPERTY ADDRESS: 10611 GARFIELD Avenue  
Cleveland OHIO 44108 zip

Buyer / Lessee (represented and/or procured by Coldwell Banker Hunter Realty) has agreed to compensate Coldwell Banker Hunter Realty \$195.00 as a commission, to be paid at the time of occupancy or title transfer (by irrevocable assignment of escrow funds), whichever occurs first.

**THIS IS A LEGAL DOCUMENT.  
IF YOU HAVE ANY QUESTIONS ABOUT IT, PLEASE CONTACT YOUR ATTORNEY.**

COLDWELL BANKER HUNTER REALTY:

By Judane Gwendolyn On 2/1/2007  
Sales Associate

BUYER / LESSEE: Steven Kurt 2-1-17  
[sign... only if represented and/or procured by CBHR]

BUYER / LESSEE: \_\_\_\_\_  
[sign... only if represented and/or procured by CBHR]

Address: 751 LAUREL ST #502 Phone: 450-678-8156  
SAN CARLOS CA 94070 zip  
OHIO

E-mail: Steven.Kurt.23@gmail.com



# 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: 10101 BARFIELD AVENUE, CLEVELAND, OH 44108

Buyer(s): STEVEN KURT

Seller(s): JOHN JOHNSON

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Leitani Bowersock and Coldwell Banker Schmidt Family

The seller will be represented by Christopher Kaylor and Realty Trust Services of Companies, LLC

## 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.

Steven Kurt 2/1/17  
BUYER/TENANT DATE

John Johnson 2/3/17  
SELLER/LANDLORD DATE

\_\_\_\_\_  
BUYER/TENANT DATE

\_\_\_\_\_  
SELLER/LANDLORD DATE



**Disclosure of Information on Lead-Based Paint  
and Lead-Based Paint Hazards**



Property Address 10611 GARFIELD Avenue City Cleveland Zip 44108  
 Seller(s) John Johnson  
 Purchaser(s) STEVEN KURT

**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 (initial)**

JK

(1) **Presence of lead-based paint and/or lead-based paint hazards:** (check one below):

- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(2) **Records and reports available to the seller:** (check one below):

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

**Purchaser's Acknowledgment (initial)**

SK  
SK  
SK

- (3) Purchaser has received copies of all reports, records, and information listed above.
- (4) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (5) Purchaser has: (check one below)
  - 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
  - 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 (initial)**

JK

(6) 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:

<u>John Johnson</u>	<u>2-3-17</u>	<u>Steven Kurt</u>	<u>2-1-17</u>
Seller	Date	Purchaser	Date

_____	_____	_____	_____
Seller	Date	Purchaser	Date