

Cross Property Agent Full



Residential MLS: **3866293 Active**
7089 Lewis Dr, Chagrin Falls, OH 44023
 Area: **1504-Bainbridge**
 Subtype: **Single Family**
 Parcel ID: **02-318500**

List Price: **\$109,900**
 Sold Price:
 Twp: **Bainbridge Twp** List Date: **12/21/16**
 Subdiv: **Bainbridge 01** List Date Rec: **12/21/16**
 County: **Geauga** Pending Date:
 Off Mkt Date:
 Closing Date:
 Contingent Dt:
 Exp. Date: **04/28/17**
 DOM/CDOM: **0/0**
 \$/SqFt: **\$90.53**

Directions: **Off of south Franklin to Daytona**

Recent Change: **12/21/2016 : NEW**

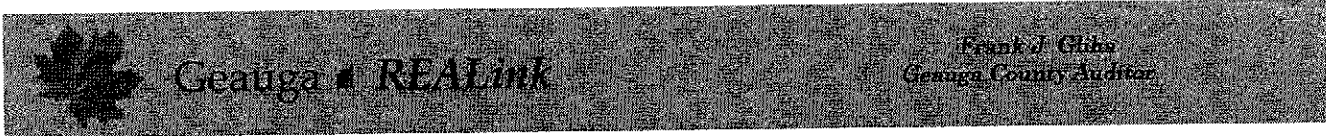
Annual Taxes: **113.17** Homestead: **No** Assessments: **No** School Dist: **Kenston LSD**
 # Bedrooms: **3** Approx Sqft: **1214/Auditors Website** House Faces:
 # Baths: **1 (1 0)** Tot Living Area: **1214/Auditors Website** Exterior: **Vinyl** Elevator:
 # Rooms: **6** Lot Size (acres): **0.2000** Irr: Roof: **Asphalt/Fiberglass** Warranty: **No**
 # Fireplaces: **1** Lot Size Source: **Auditors Website** Year Built: **1955** Fixer Upper:
 # Stories: **1** Lot Front/Depth: Yr Blt Exception: **Actual YBT** Public Trans:
 Full Bath level/#: lower: **0** main: **1** upper: **0** Avail for Auction: **No**
 1/2 Bath level/#: lower: main: upper:
 Style: **Ranch** Dwelling Type: **Detached** Auction Date:
 Basement: **Yes/Partial, Unfinished**
 Heating Type/Fuel: **Forced Air / Electric, Gas**
 Cooling Type: **None**
 Garage # Cars: **0** Driveway: **Paved, Unpaved** Nat Resource Rights:
 Exterior Features: **Deck, Porch** Water/Sewer: **Septic** Garage Feat: **None**

Room Name	Dim	Lvl	Wnd Trtmt	Fireplace	Flooring
Great Room	15 x 13	First		Yes	Carpet
Kitchen	14 x 9	First			Laminate
Dining Room	15 x 9	First		No	Carpet
Master Bedroom	16 x 12	First			Laminate
Bedroom	12 x 9	First			Laminate
Bedroom	10 x 9	First			Laminate
Bathroom	9 x 7	First			Laminate

Remarks: **Beautiful ranch home with high ceilings and open floor plan, features include new flooring, paint, carpet, counter tops, cabinets and more. This must see home is moving in ready. This home offers 3 large bedrooms, formal dining room, basement storage and washer and dryer hook ups, rear porch, second large front porch with storage area, and off street parking with large back yard with a view of woods and nature. Set up a showing.**

Office Information **9165/Realty Trust Services, LLC** **(440) 427-0123 F:(866) 632-9006** <http://https://www.facebook.com/chriscskaylor@gmail.com>
 List Agent: **2011003065/Christopher C. Kaylor** **(330) 840-1073 F:(440) 710-0971**
 Co-Lister:
 Showing Instruct: **Call Agent** **3308401073** List Type: **Exclusive Right**
 Showing Info: **text or email agent for showing access.** Internet Listing: **Yes** Limited Service: **No**
 Occupied: **Vacant** Show Addr Public/Client: **Yes / Yes** Possession: **Negotiable**
 Buy Broker Comp: **3%** Ownership: **Principal/NR** Online Bidding: **No** Short Sale: **No**
 Other Comp: **Dual** Comp Explain: **3%**
 Available Finance: **Cash, Conventional, FHA/VA, Lease Option**
 Broker Remarks: **Move in ready home contact agent text or email for access. easy to show.**

Comparable Information / Orig List Price: **\$109,900** Financed:
 Sell Agent: List Price: **\$109,900** Sale Date:
 Co-Seller: Sold Price:
 Selling Comments:



New Search

Parcel Number	Location Address	Owner Name	Acres
02-318500	7089 LEWIS DR	REALIFE CLEVELAND 5 LLC	0.20

Main Information Map Tax Details Sales Improvements Permits Sketch Cards Special Assessments Special Assessment Payoff Value History

Parcel Number	02-318500	Routing Number	02--13-01-00-064-00
Tax District	BAINBRIDGE TWP-KENSTON LSD	Acreage	0.20
School District	2804 - KENSTON LSD	Deed Volume/Page	2007 / 1724
Location Address	7089 LEWIS DR	Legal Description	LOT 46 TR 1
Owner Name	REALIFE CLEVELAND 5 LLC	Property Class	511 - One Family Dwlg Unplat 0-9.99a
Owner Address	21380 LORAIN RD CLEVELAND OH 44126	Neighborhood Code	26000
Mailing Name	REALIFE CLEVELAND 5 LLC	1 Dwelling	
Mailing Address	21380 LORAIN RD STE 202 CLEVELAND OH 44126	Square Footage	1,214 sq. ft.
		Grade	D+01

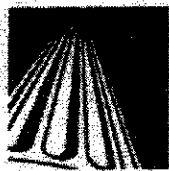
To view the values used to calculate your current tax bill, please select from the drop down box 2015 (Payable 2016)

2016 (Payable 2017) ▼		2016 Valuation (Payable 2017)		Latest Sale (See sales tab for more details)			
	Market	Taxable		Sale Date			
Land	\$9,000	\$3,150		03-25-2016	Sale Amount: \$80,000		
Improvement	\$38,000	\$13,300		Valid	N		
Total	\$47,000	\$16,450		Conveyance #	299	Exempt #	
CAUV	\$0	\$0		# Parcels	1	Type	LB

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Address: Geauga County Auditor's Office 231 Main Street, Suite 1-A Chardon, OH 44024	Phone: (440) 285-2222 (440) 564-7131 (440) 834-1856 Ext 1600 (440) 279-1600 Direct Line	Email: Contact Us HERE
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(4643) 3866293



Realty Trust Services

Residential Property Exclusive Right to Sell Agreement

Seller, as owner or having the right and power to act for the owner of the following property (the "Property") hereby authorizes Broker, Realty Trust Services, to offer for sale the Property at the price and terms stated below.

Property: 7089 Lewis Dr. Chagrin Falls, OH
(Street Address) (Municipality) (State) (Zip)

Perm. Parcel or Tax I.D. No. 02138500

1. List Price \$ 109,900 Change price to \$ _____ after _____
Change price to \$ _____ after _____
Change price to \$ _____ after _____

- Right to Sell:** In consideration of Broker's agreement to diligently work and secure a Purchaser for the Property, Seller hereby grants Broker the Exclusive Right to sell the Property from Dec 21, 2016 through midnight Apr. 28, 16. In the event of sale or exchange of the Property at the price and terms stated, or such other price and terms as may be acceptable to Seller, Seller agrees to pay Broker's commission, in the amount of ~~2.5%~~ 3% percent (3%) of the Purchase Price. In addition, Seller shall pay an additional commission of ~~\$249.00~~ at closing to Realty Trust Services to cover administrative costs.
- Protection Period:** Seller agrees to refer to Broker all real estate licensees, customers, or prospects who may come to Seller directly during the Exclusive Period or any extension thereof. In the event of any sale or exchange of the Property within six (6) months after the Exclusive Period (or any extension thereof) has expired, it is further agreed that the Seller will pay the commission described above if the Purchaser has contact with Broker, or any real estate licensee regarding the purchase of the Property during the Exclusive Period (or any extension thereof), and Seller knew or has been advised in writing of such contact. However, Seller shall not be obligated to pay said commission if Seller enters into a written exclusive right to sell agreement with another real estate Broker during such six month Protection Period.
- Authorization to Market:** Broker is authorized, at its sole discretion, to place a for sale sign on the property, if permitted by law, to remove all other such signs, to place a lock box on the property, to have access to the property at all reasonable times for the purpose of showing it to prospective purchasers, to cooperate with other brokers and use photos of same for promotional purposes. The property shall be entered into multiple listing services subject to the rules and regulations of that service.
- Fair Housing:** 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. Section 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 to make unavailable housing accommodations because of race, color, religion, sex, familial status, as defined in Section 4112.01 of the Revised Code, ancestry, handicap, 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.
- Seller's Property Description:** I understand that the information which I provide to the Broker as listing information will be used to advertise my property to the public and it is essential that this information be accurate. I HAVE REVIEWED THE MLS LISTING INPUT SHEET (OR MARKED UP PREVIOUS MLS PRINT OUT) AND REPRESENT THAT THE INFORMATION CONTAINED IN IT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. Though I am listing my property in its present condition ("as is" condition), I understand that I may be held responsible by a Purchaser for any latent or hidden undisclosed defects in my property which are known to me but which are not disclosed to the Purchaser at the time of sale. I have completed the "RESIDENTIAL PROPERTY DISCLOSURE FORM." I understand that the Disclosure and its contents will be shared with prospective Purchasers and with any person or entity in connection with the actual or anticipated sale of this property. I further agree to disclose any additional items, which may become known to me, prior to recording the deed. I understand that if prior to the acceptance of a purchase agreement, I do not provide said "RESIDENTIAL PROPERTY DISCLOSURE FORM" to the Purchaser, then the Purchaser may terminate the purchase agreement without penalty. I AM AWARE OF NO OTHER PROBLEMS OR DEFECTS IN THE PROPERTY, EXCEPT AS STATED WITHIN THE RESIDENTIAL PROPERTY DISCLOSURE FORM.

7. Title: Title will be conveyed to the Purchaser or nominee by appropriate deed, with release of dower, if any, and Seller shall pay for a title search and the premium for an Owners Policy of the Title Insurance issued in the amount of the purchase price insuring title except for allowable exceptions appearing in the Purchase Agreement. **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: _____

8. 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.

9. 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.

10. 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 3% 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).

11. 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 Owner's 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.

12. Additional terms: Also list as a rental fee
\$900 per month.

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: Realife Cleveland LLCs

DATE: 12-21-16

XSELLER: [Signature]

DATE: 12-21-16

ADDRESS: _____

PHONE: 1

AGENT: Christopher Meyer

DATE: 12-21-16

OFFICE: REALTY TRUST SERVICES, LLC, 29550 Detroit Road, Suite 102, Westlake, OH 44145

COMPANY LICENSE NUMBER: REC.2009001863 MANAGER BROKER: ANDREW W MORRIS NUMBER: 440-427-0123

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



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.

Property Address: 7089 Lewis dr Chagrin Falls, OH

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) [x] 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) [x] 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) [x] 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.

Realife Cleveland LLC [Signature] 12-21-16
Seller Date Seller Date
Purchaser Date Purchaser Date
Agent [Signature] 12-20-16 Agent Date

RESIDENTIAL LEASE
Apartment - Condominium - House

BY THIS AGREEMENT made and entered into on July 12, 2017 between Realife Cleveland 5, LLC herein referred to as Lessor, and Heather Himes, herein referred to as Lessee, Lessor leases to Lessee the premises situated at 7089 Lewis Road, Chagrin Falls, OH 44023 her with all appurtenances, for a term of one (1) year, to commence on July 1, 2017 and to end June 30, 2018 at 12 o'clock a.m.

** Tenants receiving keys on July ~~12~~²⁶, 2017 and paying full month rent. Will receive proration for August rent.

Rent. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of **Eight Hundred Fifty Dollars (\$850.00)** per month in advance on the **1st day** of each calendar month beginning **July 1, 2017** to **Avalon Escrow, 21380 Lorain Road, Suite 201 Fairview Park, OH 44126.**

Additional Charges:. Lessor is not obligated to accept any rent payment that is late more than two (2) days after its due date even if such payment is accompanied by an amount equal to the late charge. Any past acceptance of late rent does not obligate Lessor to accept future payments late, see paragraph titled "Waiver". If Lessor elects to accept rent paid after the third (3rd) day of the month, a late charge of twenty five (\$25) dollars will be charged and due as additional rent. After the sixth (6th) day of the month, a late charge of fifty (\$50) dollars will be charged and due as additional rent. Lessee agrees to pay upon demand a fee of thirty-five (\$35) dollars to Lessor for each check given by Lessee which is dishonored, re-deposited, or returned to Lessor.

Security Deposit. On execution of this lease, Lessee deposits with **Eight Hundred Fifty Dollars (\$850.00)**, receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, on the full and faithful performance by him of the provisions hereof. **UNDER NO CIRCUMSTANCES SHALL THE SECURITY DEPOSIT BE CONSIDERED BY LESSEE AS LESSEE'S LAST MONTH'S RENTAL OBLIGATION.**

Termination by Lessee. If Lessee and Company agree that provided all terms, conditions, covenants and agreements hereof have been fully complied with by Lessee, and no default hereunder then exists, Lessee, subject to and upon compliance with the following terms and conditions shall have the right to terminate this Lease by giving not less than sixty (60) days prior written notice thereof to Lessor. Such notice shall be accompanied by payment of rent and all other amounts, if any, due from Lessee hereunder to and including the effective date of termination. The Lessee shall pay to Lessor, with the notice hereinabove required, and in addition to the payment of rent and all other amounts, if any, due hereunder as hereinabove set forth, an amount equal to three (3) month's rent. In addition to the required payments hereinabove set forth. Resident shall also waive and release claim to return of security deposit referred to above.

Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. Lessee agrees not to engage in nor permit a guest of Lessee to engage in any activities that are unlawful or creates "excessive noise" or disturbs the peaceful and quiet enjoyment of other Lessees and occupants who are in the building that Lessee's apartment is located in. As used therein, the term "excessive noise" means any noise coming from Lessee's Apartment that can be heard in any other apartment.

Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term or this lease.

Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than 3 person(s), consisting of 2 adult(s) and 1 child in this lease, Lessee may not have any guest stay in the apartment for more than seven continuous nights, or fifteen nights in one month.

Condition of Premises. Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition. Lessee also agrees that all surfaces are clean and that the walls, ceilings, floors, carpet, doors, appliances and equipment located in the apartment are not marked, punctured, nor spotted and are in good order and repair except as herein otherwise noted: None

Lessee accepts the Apartment in its "as is" condition and agrees to keep it in good condition and return it to Lessor at the end of the term in the same condition, normal wear and tear expected. Lessee acknowledges that he/she has received one set of keys, including mailbox key, to the apartment, plus one parking tag for one bedroom apartments and two parking tags for two bedroom apartments. Lessee will return all keys and parking tags provided to Lessee by Lessor.

Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

Illegal Drug Use. Lessee hereby acknowledges that illegal drug trafficking or use is strictly prohibited and is a substantial breach to this Lease. Said drug trafficking or use will be considered grounds for immediate termination of Lease, subject to all applicable penalties as aforementioned.

Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises.

Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bells in order, keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or Visitor, shall be the responsibility of Lessor or his assigns.

Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

Animals. Lessee shall keep no domestic or other animals on or about the leased premises without the written consent of Lessor. Except 1 dog.

Right Of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

Right of Entry. Lessor or its agent or agents shall have the right to enter Lessee's Apartment at reasonable times upon providing Lessee at least twenty-four (24) hours notice for purposes of inspecting the Apartment, showing the Apartment to prospective Lessees and for making repairs except that no notice shall be required in case of an Emergency. Notice will be given either by phone, or placed under apartment door. Lessee may not, without the prior written consent of Lessor, change locks or add locks or locking devices to the doors of the apartment. Lessee is required to deposit with Lessor a working duplicate of all keys which are necessary to enter into the apartment and to enter into each room of the apartment or any storage room available.

Display of Signs. During the last 45 days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants. Landlord has Tenant's permission to enter and show property.

Subordination Or Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

Holdover by Lessee/Lease Renewal. This agreement shall automatically renew itself for successive, similar terms, at a 2% rent increase, unless either party gives written notice of termination, by certified mail, at least sixty (60) days, but not more than one hundred twenty (120) days, prior to the expiration of the term hereof or any renewal term. Any such notice of termination shall, at the option of the Lessor, be of no force and effect if Lessee fails to surrender ALL keys to, and possession of, the Premises on or before the effective date of termination.

Surrender Of Premises. At the expiration of the lease term or any successive renewals, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements expected.

Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 5 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

Removal of Property. Lessee agrees that any property not removed by Lessee within ten (10) calendar days after abandoning, deserting, permanently vacating, or being evicted from, or termination of this Apartment Lease shall be deemed to be abandoned by Lessee and that Lessor may discard such property without any liability to Lessee.

Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof. Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting; and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

Liability. Lessor shall not be liable to Lessee for any damage to Lessee's person or property, or to Lessee's agents, employees, guests, or invitee other than for Lessor's negligence, and Lessee agrees to indemnify and to save Lessor harmless from all claims of any nature. By executing this Lease agreement, Lessee acknowledges that Lessee is aware that Lessee should purchase insurance at Lessee's costs in order to insure Lessee's personal property against destruction, loss and/or injury. Lessee also acknowledges that common areas in the building in which the apartment is located are not secured and that any items located or left thereon unattended may be easily stolen, damaged, vandalized or damaged as a result of a water leak or sewer blockage. Lessee shall indemnify Lessor for any losses suffered by Lessor for Lessee's breach of this provision, including reasonable attorney's fees and costs

Severability: If any provision of this lease is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this lease, which shall remain in full force and effect.

Joint and Several Liability. If more than one Lessee, including any co-signer, is executing this Lease agreement, then the obligations of each Lessee under this lease agreement shall be a joint and several obligation of each such Lessee.

Notice. Any notice to Lessee addressed to the Apartment, and to Lessor at the address shown shall be sufficient if in writing and delivered in person or by certified mail.

Time Of The Essence. Time is of the essence in this Lease.

Waiver. Failure of Lessor to insist upon the strict performance of the terms, agreements, and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Lessor's right to hereinafter enforce any such term, agreement or condition, but the same shall continue in full force and effect. Lessor shall not waive any breach or default, nor accept any surrender of the Apartment: nor prejudice any right of this Lease agreement by receiving from Lessee any moneys or keys whatsoever or otherwise except expressly in writing. No waiver of one breach of any agreement herein shall be construed to be a waiver of agreement itself or of any subsequent breach thereof. Each and all of the various rights, remedies, elections and recourses of Lessor provided for in this lease agreement or created by law, shall be construed as cumulative and no one of them as exclusive of the others, or as exclusive of any rights, remedies or recourses of Lessor provided for in this Lease agreement or created by law, shall be construed as cumulative and no one of them as exclusive of the others, or as exclusive of any rights, remedies or recourses now or hereafter allowed or conferred by law or in equity.

Entire Agreement. This Lease any attachments constitutes the complete and entire agreement between the parties hereto, and no oral statements made shall be binding upon either party, it being understood and agreed that this Lease may be modified only in writing signed by the party against whom enforcement is sought.

Other Terms: No Subleasing. If payment is not received by the 3rd day of the month a twenty five dollar (\$25.00) late fee will be assessed to the rent. If payment is not received by the 6th day of the month a fifty dollar (\$50.00) late fee will be assessed to the rent. Normal maintenance of the apartment will be the responsibility of the Lessee. During the Last 30 days of lease, Lessor has permission to enter apartment and show it to prospective new tenants. Notice must be given before termination of lease, see paragraph "holder over by Lessee" for details. Lead based paint disclosure was given to Lessee

Rules and Regulations: Lessee agrees that Lessee, other authorized occupants, and Lessee's guests, will comply with the occupancy Rules and Regulations, a copy of which is furnished to Lessee, and which Lessor may from time to time hereafter reasonably make. Lessee agrees that any infraction of these rules will result in a one hundred (\$100) dollar fine due as additional rent the next month, and/or eviction.

Termination by Lessor. Lessee hereby acknowledges that Lessor reserves the right to terminate this Lease for any reason, with or without cause, upon ten (10) days written notice to Lessee. Said ten (10) days notice shall be given at least ten (10) days prior to the date of termination.

Disclosure of Information on Lead-Based Paint and Lead-Based Paint hazards.

Lead Warning Statement:

HOUSING BUILT BEFORE 1978 MAY CONTAIN LEAD-BASED PAINT. LEAD FROM PAINT, PAINT CHIPS, AND DUST CAN POSE HEALTH HAZARDS IF NOT MANAGED PROPERLY. LEAD EXPOSURE IS ESPECIALLY HARMFUL TO YOUNG CHILDREN AND PREGNANT WOMEN. BEFORE RENTING PRE-1978 HOUSING, LESSORS MUST DISCLOSE THE PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS IN THE DWELLING. LESSEES MUST ALSO RECEIVE A FEDERALLY APPROVED PAMPHLET ON LEAD POISONING PREVENTS.

Lessor's Disclosure:

Presence of lead-based paint or lead-based paint hazards: Lessor has no knowledge of lead-based paint, and/or lead-based paint hazards in the housing.

Records and reports available to Lessor: Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessor's agent acknowledges that it has informed the Lessor's obligations under 42 U.S.C. 4852(d) and Lessor's Agent and Lessor are aware of their responsibility to ensure compliance.

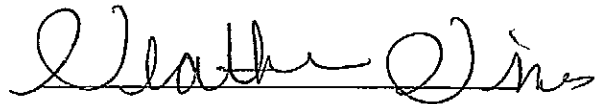
In signing his/her name below, the undersigned Lessee acknowledges receipt of a copy of this disclosure statement containing the foregoing lead-based paint statement Lessor's disclosure and a copy of the pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME".

Each parties signing below has reviewed the information that is contained in the sections entitled LEAD WARNING STATEMENT, LESSOR'S DISCLOSURE and RECEIPT OF COPY OF PAMPHLET ENTITLED "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME", and certify that the information contained therein, to the best of their respective knowledge, is true and accurate.

Headings and Captions. Lessee and Lessor acknowledge that the section headings herein contained are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Lease, nor in any other way effect the terms and provisions within this Lease.

IN WITNESS WHEREOF, the parties have executed this lease on the day and year above written.

Lessor- Avalon Escrow property Manager



Lessee

mailing address:
Avalon Escrow
21380 Lorain Road, Suite 201
Fairview Park, OH 44126
Office: 440-201-9801
(call or text)

Lessee

**Make Checks payable to
Avalon Escrow
Please mail or bring in rent check
to the office before the third (3rd) of
the month**

**We can also do ACH debit from a
checking or saving account.**

This Document Created by:
Angelo Russo, Esq.-(440)-331-900



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: 7089 Lewis dr. Chagrin falls, OH 44022
Buyer(s): Heather Himer
Seller(s): Realite Cleveland LLC

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 _____, and _____
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) Christopher Kaylor and real estate brokerage Realty Trust Services 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.

Heather Himer 7-17-17
BUYER/TENANT DATE

Realite Cleveland LLC 7-17-17
SELLER/LANDLORD DATE

BUYER/TENANT DATE

[Signature] 7-17-17
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.

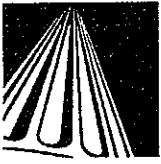
Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this 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



WM
7/17/17



**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)

Heather Mimes
Name (Please Print)

Signature Date

Heather Mimes 7-17-17
Signature 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.

Property Address: 7089 Lewis Rd Chagrin Falls
44023

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.

<u>Realife Cleveland 7-17</u>	Date	<u>[Signature]</u>	Date
Seller		Seller	7-17-17
<u>[Signature]</u>	Date	<u>[Signature]</u>	Date
Purchaser	7-17	Purchaser Tenant	7-17-17
<u>[Signature]</u>	Date	Agent	Date