



# 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: 9507 Plymouth Ave. Garfield Heights Ohio 44125

Buyer(s): *Matt*

Seller(s): Realife Cleveland LLC

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

The buyer will be represented by Steve Shambelin AGENT(S), and Century 21 Avco BROKERAGE

The seller will be represented by \_\_\_\_\_ AGENT(S), and \_\_\_\_\_ 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.

*Christopher Kaylor* BUYER/TENANT 9/18/17 DATE  
*Steve Shambelin* BUYER/TENANT 9/18/17 DATE

Realife Cleveland LLC SELLER/LANDLORD 9/18/17 DATE  
Realife Cleveland LLC SELLER/LANDLORD 9/18/17 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, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100



## Outline for 9507 Plymouth

- 1.) 3 year lease to own
- 2.) \$1500 dw and \$1500 due on or before April 30<sup>th</sup> 2018
- 3.) Rent \$850.<sup>00</sup> per month with 20% to be a credit to buyer(s) on the purchase.
- 4.) Purchase Price \$60,000.<sup>00</sup>
- 5.) Move in date December 1<sup>st</sup> with total \$ needed \$2350.<sup>00</sup>



216-883-2100 • Fax:216-883-2112

**ADDENDUM**

This is an Addendum to the Purchase Agreement dated \_\_\_\_\_,  
for the purchase and sale of the Property known as (Street Address) \_\_\_\_\_ 9507  
Plymouth Ave \_\_\_\_\_, (City) \_\_\_\_\_ Garfield Heights, \_\_\_\_\_, Ohio,  
between \_\_\_\_\_ Caryn Werman \_\_\_\_\_ ("BUYER")  
and \_\_\_\_\_ ("SELLER").

The following is hereby mutually agreed upon by said BUYERS and the SELLERS:

- 1.) Seller to repair all damaged walls and ceilings and paint to match.
- 2.) Seller to install door sweeps to insure a weather-tight fit on exterior doors.
- 3.) Seller to have the whole house cleaned and carpets cleaned and disinfected and home to be move-in ready.
- 4.) Seller to have a clear inspection report with the city of Garfield Heights.
- 5.) Seller to repair or replace the kitchen micro wave.

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
SELLER DATE

\_\_\_\_\_  
SELLER DATE

# RENTAL APPLICATION

## Property & Date

Property Address 9507 Plymouth Ave. Date of Application 10/20/17

## Applicant Information

Last Name Werman First Carlyn Middle E Jr./Sr./III

Date of Birth 8/27/85 SSN 285-74-6431 Driver's License # RK924779 State OH Expires

Cell Phone 216-402-8055 Home Phone Email Address Have You Ever Gone By Another Name? No

## Applicant Residency History

Current Address 13709 ShadyOak Blvd Move In Date: 02/07/17 Lease Expires: 1/1/18

City Garfield Hts State Oh. Zip 44125 Rent or Own? Rent Monthly Payment? 900

Landlord Name Kenneth Murray Landlord Phone 345-4401 Reason for Leaving? lease ending

Previous Address 6187 Turney Rd. Move In Date: 8/30/1988 Move Out Date: 01/01/17

City Garfield Hts State Oh. Zip 44125 Rent or Own? Rent Monthly Payment? 800

Landlord Name Landlord Phone Reason for Leaving?

## Co-Applicant Information

Last Name Werman First Sarah Middle R Jr./Sr./III

Date of Birth 8/27/87 SSN 290-88-0798 Driver's License # TAS9970S State Oh. Expires

Cell Phone 216-778-0604 Home phone Email Address Have You Ever Gone By Another Name? No

## Co-Applicant Residency History

Current Address 13709 ShadyOak Blvd. Move In Date: 01/01/17 Lease Expires: 01/01/18

City Garfield Hts State Oh. Zip 44125 Rent or Own? Rent Monthly Payment? 900

Landlord Name Kenneth Murray Landlord Phone 216-375-4401 Reason for Leaving? lease ending

Previous Address 25021 Aurora Rd. Move In Date: 01/01/15 Move Out Date: 01/01/17

City Bedford State Oh. Zip 44146 Rent or Own? Rent Monthly Payment? 700

Landlord Name Hidden Cove Landlord Phone Reason for Leaving? lease ending

## Other Occupants

LIST NAMES OF ALL PERSONS UNDER 18 WHO WILL OCCUPY THE UNIT. ALL APPLICANTS 18 OR OVER MUST COMPLETE A SEPARATE APPLICATION.

Name Noah Werman Age 12 Relationship Grandson SSN

Name Precious Werman Age 8 Relationship Granddaughter SSN

Name Age Relationship SSN

Name Age Relationship SSN

Name Age Relationship SSN

## Pets

Do You Have Any Pets? yes Are All Pets Current w/Vaccinations? Yes

Type 2 dogs Weight lbs. 30 lbs Breed German Shepard

Type 2 cats Weight lbs. 8 lbs Breed

## Emergency Contacts

Name of Family Member A1 Werman Relationship Husband Phone # 216-534-4506 Email

Address 6187 Turney Rd. City Garfield Hts. State Oh. Zip 44125

Name of Family Member Ma H Werman Relationship Son Phone # 216-778-0627 Email

Address 6173 Turney Rd City Garfield Hts. State Oh. Zip 44125

## Employment Information

Applicants Employer Imperial Heating & Cooling Start Date 6/1/2015 Monthly Income 2800 Phone #

Employer Address 30685 Solon Industrial Pkwy City Solon State Oh. Zip 44139

Co-Applicants Employer Kindercare Start Date 07/2017 Monthly Income 1500 Phone #

Employer Address Kruse Dr. City Solon State Oh. Zip 44139

### Other Monthly Income to be Included

Alimony/Child Support	\$	Name & Address of Payer:
Social Security	\$	Description of Benefits:
Retirement	\$	Name or Source of Payments:
Public Assistance	\$300	Name of Assistance Program: <u>Foodstamps for co-applicant</u>
Other	\$400	Describe: <u>Side Job</u>

### Automobile

Vehicle 1: Year	<u>2012</u>	Make	<u>Honda</u>	Model	<u>CRV</u>
Color	<u>Tan</u>	License Tag	<u>FCU</u>	State	<u>OH</u> County <u>Cuyahoga</u>
Vehicle 2: Year		Make		Model	
Color		License Tag		State	County

Describe any other vehicle, motorcycle, trailer or boat you intend to store or park at the property:

### Mandatory Screening Questions

1) Have you ever been evicted or a defendant in an eviction action?	<u>No</u>	2) Do you owe any other landlords a balance?	<u>No</u>
3) Have you ever filed bankruptcy, or are you currently in the process of filing bankruptcy?	<u>Yes</u>	4) Have you ever been asked to move because of a lease violation of any kind?	<u>No</u>
5) Have you ever been convicted of a Felony?	<u>NO</u>	If So, What Charge & Date of Offense:	
6) Have you ever been convicted of a Misdemeanor?	<u>NO</u>	If So, What Charge & Date of Offense:	<u>N/A</u>
7) Have you ever been asked to move because of a lease violation of any kind?	<u>NO</u>		

### How Did You Hear About Us? (Check One)

Internet	Newspaper	Flyer	Sign	Drive-By	<u>Other</u>
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**EACH APPLICANT MUST ATTACH A COPY OF THEIR DRIVER'S LICENSE OR STATE ISSUED IDENTIFICATION TO THIS APPLICATION, IN ORDER FOR IT TO BE PROCESSED.**

### AUTHORIZATION TO RELEASE CONSUMER INFORMATION

Each person eighteen (18) years of age or older must complete and sign an application. If a co-signer is necessary, the co-signer must also complete and sign an application, or guarantor form. \$50.00 Non-refundable processing fee (per applicant) will be collected with this application, in order to process the consumer reports on each applicant. Holding Deposits are accepted, in some cases, and are applied to the security deposit when approved applicant signs a lease. If the applicant is not approved the "deposit" is refunded. The "deposit" is non-refundable if the applicant is approved and chooses not to rent the property. Please completely fill in your application, if you do not, we will not be able to process the application successfully.

Tenancy will be denied if any information is misrepresented on this application. If misrepresentations are found after the rental agreement is signed, your rental agreement will be terminated immediately and you will be asked to leave the property. We verify your current and past employment, your current and past rental and eviction history, run a full credit report and review all criminal records within the last 20 years on a nationwide scale. All applicants are processed without regard to race color, religion, sex, handicap, familiar status or national origin.

This is to advise that I the undersigned hereby authorize RESOLVE Partners, LLC acting as the landlord's designated screening organization for the above referenced rental property, to obtain a consumer credit report from any or all 3 credit bureaus, conduct a nationwide criminal records search and a nationwide eviction search to determine eligibility for tenancy and assessing credit worthiness.

[Signature]  
Signature of Applicant

[Signature]  
Signature of Co Applicant

Caryn Wenman  
Print Applicant Name

Sarah Wenman  
Print Co-Applicant Name

10/20/17  
Date Signed

10/20/17  
Date Signed

### ACKNOWLEDGEMENT OF THE APPLICATION FEE BEING RECIEVED:

Owner/Agent has received \$ \_\_\_\_\_ from the applicant named above, for the application fee's to process this application for residency at the property listed at the top of the application. The application fee is non-refundable, since it is a fee for the processing of the complete application and will under no circumstances be refunded. This application will not be processed until the fee is received and the owner/agent has signed below to acknowledge receipt of this payment.

\_\_\_\_\_  
Signature of Owner/Agent

\_\_\_\_\_  
Printed Name of Owner/Agent

\_\_\_\_\_  
Date Signed