

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

Property Address: _____

Lead Warning Statement

Every buyer 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 of 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.

(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) MD 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).

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

Buyer's Acknowledgment (initial)

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

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

(e) Buyer 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 (initial)

(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.

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.

Rosanna Blanco
BUYER
DATE

dotloop verified
01/22/18 5:22PM EST
RVFO-MTOL-MCPJ-AWCX

Miguelan Diaz 5-25-17
SELLER
DATE

BUYER
DATE

SELLER
DATE

AGENT
Date

AGENT
Date

05/10/2016
Date



STATE OF OHIO
DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

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

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

OWNER INSTRUCTIONS

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

Owner's Initials MD Date 5-25-17
Owner's Initials MD Date 5-25-17

Purchaser's Initials RB
Purchaser's Initials RB Date 01/22/18 4:29PM EST



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 3329 DAISY Ave Cleveland OH 44109

Owners Name(s): Higalia Diaz

Date: 5-25-17

Owner is is not occupying the property. If owner is occupying the property, since what date: April 2013
If owner is not occupying the property, since what date: _____

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

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

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

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

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

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

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

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

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

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

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

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? Yes No
If "Yes", please describe and indicate any repairs completed: _____

Owner's Initials MD Date 25-5-17
Owner's Initials MD Date 25-5-17

Purchaser's Initials RB
Purchaser's Initials RB Date 01/22/18 4:29PM

Property Address 3329/3331 Daisy av Cleveland OH 44109

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No

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

Have you ever had the property inspected for mold by a qualified inspector? Yes No

If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

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

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS):

Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any previous or current fire or smoke damage to the property? Yes No

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

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites?

Yes No

If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

G) MECHANICAL SYSTEMS: Do you know of any previous or current problems or defects with the following existing mechanical systems?

If your property does not have the mechanical system, mark N/A (Not Applicable).

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

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

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

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

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

Owner's Initials MD Date 5-25-18
Owner's Initials MD Date 5-25-18

Purchaser's Initials RB Date 01/22/18
Purchaser's Initials RB Date 4:29PM

Property Address 3329/3331 Daisy Av Cleveland OH 441104

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

If "Yes", please describe: _____

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

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

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

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

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

If "Yes", please describe: _____

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

If "Yes", please describe: _____

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? Yes No

If "Yes", please describe: _____

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

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

If "Yes", please describe (amount) _____

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

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

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

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

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

Owner's Initials MD Date 5-25-18
Owner's Initials NO Date 5-25-18

Purchaser's Initials RB Date 01/22/18
Purchaser's Initials _____ Date 4:29PM EST



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: 3329-3331 Daisy Avenue

Buyer(s): Rosanna Blanco

Seller(s): _____

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Robert Cole, and RE/Max Beyond 2000.

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) _____ 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.

Rosanna Blanco
 BUYER/TENANT

 BUYER/TENANT

dotloop verified
 01/22/18 5:22PM EST
 OHJS-SDER-YNM7-02HZ
 DATE

 DATE

 SELLER/LANDLORD

 SELLER/LANDLORD

 DATE

 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





Residential Purchase Agreement Offer, Receipt and Acceptance

1. **BUYER:** The undersigned Rosanna Blanco offers to buy the
 2. **PROPERTY:** located at 3329-3331 Daisy Ave
 3. **CITY:** Cleveland OHIO, ZIP: 44111
 4. **PERMANENT PARCEL NO.:** 015-14-048 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 building and fixtures, including such of the following as
 8. are now on the property: all electrical, heating, plumbing and bathroom fixtures, all window and door shades,
 9. blinds, awnings, screens, storm windows, curtain and drapery fixtures, all landscaping, garbage disposal, TV
 10. antenna, rotor and control unit, smoke detectors, garage door opener(s) and _____ controls, central air
 11. conditioning system and all permanently attached carpeting. The following items shall also remain: satellite
 12. dish range and oven microwave kitchen refrigerator dishwasher washer
 13. dryer radiator covers window air conditioning gas grill wood burner stove
 14. inserts fireplace tools, fireplace screens, glass doors gas logs water softener
 15. ceiling fan(s) all existing window treatments.
 16. Also included Seller to pay no more than \$1000 towards buyers closing costs

17. _____
 18. Not Included: _____
 19. _____

20. **SECONDARY OFFER:** This is is not a secondary offer, if applicable, this secondary offer will become
 21. a primary offer upon BUYER'S receipt of a signed copy of the release of the primary offer on or before
 22. _____ (date). BUYER shall have the right to terminate this secondary offer at any time
 23. prior to BUYER's receipt of said copy of the release of the primary offer by delivering written notice to the
 24. SELLER or the SELLER's agent. BUYER shall deposit earnest money within four (4) days of becoming the
 25. primary offer.

26. **PRICE:** BUYER shall pay the sum of \$45000.00
 27. Payable as follows:

28. **Earnest money** paid to Broker will be \$0
 29. deposited in a non-interest bearing trust
 30. account and credited against purchase price.

31. **Check** to be deposited immediately upon
 32. the formation of a BINDING AGREEMENT, as
 33. defined below on lines 246-252.

34. **Note** to be redeemed within four (4) days
 35. after formation of a BINDING AGREEMENT, as
 36. defined below on lines 246-252.

37. **CASH TO BE DEPOSITED IN ESCROW** \$To be Determined by Escrow

38. Mortgage loan to be obtained by BUYER \$To be Determined by Escrow

39. Conventional FHA VA OTHER CASH

40. _____
 41. _____
 42. **FINANCING:** BUYER shall make a written application for the above mortgage loan within N/A days after
 43. acceptance and shall obtain a commitment for the loan on or about N/A. If, despite BUYER's
 44. good faith efforts, that commitment has not been obtained, then this AGREEMENT shall be null and void.

 Seller's initials and date

01/22/18
 5:22PM EST
 Buyer's Initials and date

45. Upon signing of a Mutual Release by SELLER and BUYER, the earnest money deposit shall be returned to the
46. BUYER without any further liability of either party to the other, or to Broker and their agents.
47. NOTE: In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money
48. held in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or
49. escrow account until a written release from the parties consenting to its disposition has been obtained, or until
50. disbursement is ordered by a court of competent jurisdiction.

51. **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow
52. with the lending institution or escrow company on or before 02/02/2018 and title shall be
53. transferred on or about 02/02/2018.

54. **POSSESSION:** SELLER shall deliver possession to BUYER on Title Transfer _____ (date) _____ (time)
55. AM PM provided the title has transferred. Subject to BUYER's rights, if any, the premises may be
56. occupied by the SELLER free for _____ (____) days and additional _____ days
57. at a rate of \$ _____ per day. Payment and collection of fees for use and occupancy after transfer
58. of title are the sole responsibility of SELLER and BUYER.

59. **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if
60. required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except (a) any
61. mortgage assumed by BUYER, b) such restrictions, conditions, easements, (however created) and
62. encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if
63. any and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an
64. Owner's Fee Policy of Title Insurance from Northern Title Agency (title company – if BUYER
65. has a preference), in the amount of the purchase price with cost of the insuring premium split equally between
66. SELLER and BUYER. If the property is torrenized, SELLER shall have thirty (30) days after notice to remove title
67. defects. If unable to do so, BUYER may either a) accept title subject to each defect without any reduction in the
68. purchase price or b) terminate this AGREEMENT, in which case neither BUYER, SELLER nor any REALTOR(s)
69. shall have any further liability to each other, and both BUYER and SELLER agree to sign a MUTUAL RELEASE,
70. whereupon the Broker shall return the earnest money to BUYER.

71. **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and
72. county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments
73. shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available
74. or the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 35%
75. of the selling price times the mileage rate. The escrow agent is instructed to contact the local governmental
76. taxing authority, verify the correct tax value of the property as of the date of title transfer and pay the current
77. taxes due to the date of the title transfer. If the property being transferred is new construction and recently
78. completed or in the process of completion at the time the AGREEMENT was signed by the parties, the escrow
79. agent is instructed to make a good faith estimate of the taxes to be owed on the value of the improved
80. property to the date of title transfer and reserve sufficient funds in escrow from SELLER's net proceeds to pay
81. those taxes when they become due and payable after title transfer. The escrow agent is instructed to release
82. the balance of the funds on reserve once they receive notice from the local county auditor that the taxes on the
83. land improvements have been paid in full to the date of title transfer. BUYER acknowledges that the latest
84. available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. SELLER
85. agrees to reimburse BUYER directly outside of escrow for any increase in valuation and the cost of all passed or
86. levied, but not yet certified, taxes and assessments, if any, prorated to the date of title transfer. SELLER is not
87. aware of any proposed taxes or assessments, public or private, except the following; _____
88.

89. In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),
90. BUYER SELLER agrees to pay the amount of such recoupment.

91. **CHARGES / ESCROW INSTRUCTIONS:** This AGREEMENT shall be used as escrow instructions subject to the
92. escrow agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real
93. estate transfer tax, b) any amount required to discharge any mortgage, lien or encumbrance not assumed by
94. BUYER, c) title exam and one-half the cost of insuring premium for OWNER's Fee Policy of Title Insurance,
95. d) pro-rations due BUYER, e) Broker's commissions f) one-half of the escrow and g) if the property is listed
96. for sale by RE/MAX BEYOND 2000, a **commission of \$255** is due and payable to RE/MAX BEYOND 2000 for

		RB	
Seller's initials and date		01/22/18	Buyer's initials and date
		5:20PM EST	

97. brokerage services rendered and h) other _____.

98. (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the

99. entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession,

100. whichever is later. The escrow agent shall withhold \$ 100.00 from the proceeds due SELLER

101. for the SELLER's final water and sewer bills. TENANT security deposits, if any, shall be credited in escrow

102. to the BUYER. BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations):

103. a) one-half of the escrow fee b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance:

104. c) all recording fees for the deed and any mortgage, and d) **a commission of \$255.00** is due and payable to

105. RE/MAX BEYOND 2000 for broker services rendered and e) other _____.

106. If the closing date cannot occur by the date of closing due to any government regulation or lender requirement,

107. the date of closing shall be extended for the period necessary to satisfy these requirements, not to exceed

108. fourteen (14) business days. The Selling and Listing Brokers request and the Seller(s) and Buyers(s) hereby

109. authorize and instruct the escrow agent to send a copy of their fully signed, Buyers and Sellers, Closing

110. Disclosures and/or Settlement Statements, if applicable, to their respective Brokers(s) listed on this Agreement

111. promptly after closing, which Brokers may disburse to other parties to the transaction.

112. **INSPECTION:** This AGREEMENT shall be subject to the following inspection(s) by a qualified inspector of

113. BUYER's choice within the specified number of days from formation of binding AGREEMENT. BUYER assumes

114. sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of

115. any and all liability regarding the selecting or retention of the inspector(s). If BUYER does not elect inspections,

116. buyer acknowledges that BUYER is acting against the advice of BUYER's agent and Broker. BUYER

117. understands that all real property and improvements may contain defects and conditions that are not readily

118. apparent and which may affect a property's use or value. BUYER and SELLER agree that the REALTOR(s) and

119. agents do not guarantee, and in no way, assume responsibility for the property's condition. BUYER acknowledges

120. that it is the BUYER's own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER

121. or BUYER's inspectors regarding the condition of the systems of the property.

122. INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL, GOVERNMENT OR FHA/VA DO NOT

123. NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW:

124. WAIVER: (INITIALS) BUYER(s) elect to waive each professional inspection to which BUYER(s)

125. has not indicated "YES". Any failure by BUYER(s) to perform any inspection indicated "YES" herein is a waiver of

126. such inspection and shall be deemed absolute acceptance of the PROPERTY by BUYER in its 'AS IS' condition.

	CHOICE		INSPECTION	EXPENSE	
	Yes	No		Buyer's	Seller's
128.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	General Home Inspection _____ days from formation of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
129.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Septic System _____ days from formation of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
130.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Well Water _____ days from formation of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
131.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (flow) <input type="checkbox"/> (potability)	<input type="checkbox"/>	<input type="checkbox"/>
132.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Mold _____ days from formation of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
133.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Radon _____ days from formation of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
134.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other _____ days from formation of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
135.	List Other Inspections <u>Any inspection deemed necessary</u>				

136. After each inspection requested, BUYER shall have three (3) days to elect one of the following: a) REMOVE the

137. inspection contingency and accept the property in its "AS IS" PRESENT PHYSICAL CONDITION: or b) accept

138. the property subject to SELLER agreeing to have specific items, that were either previously disclosed

139. in writing by the SELLER or identified in a written inspection report, repaired by a qualified contractor in a

140. professional manner at SELLER's expense, or c) terminate this AGREEMENT if written inspection report(s)


141. identify material latent defects NOT previously disclosed in writing by the SELLER and any cooperating real

142. estate Broker. If the property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to

143. sign an Amendment to Purchase AGREEMENT removing the inspection contingency and this AGREEMENT

144. will proceed in full force and effect. If the property is accepted subject to the SELLER repairing specific defects,

Seller's initials and date


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Buyer's initials and date

145. BUYER shall provide to SELLER a copy of the inspection report(s) and sign an Amendment to Purchase
 146. AGREEMENT removing the inspection contingency and identifying the defects which are to be repaired.
 147. BUYER and SELLER shall have three (3) days from SELLER's receipt of the written list of defects and the
 148. inspection reports(s) to agree in writing which defects, if any, will be corrected at SELLER's expense. If a
 149. written agreement is not signed by SELLER and BUYER within those three (3) days, this AGREEMENT is null
 150. and void and SELLER and BUYER agree to sign a Mutual Release.
 151. If the BUYER elects to terminate this AGREEMENT based upon newly discovered material latent defects
 152. in the property, BUYER shall provide a copy of the written inspection report to the SELLER and both
 153. parties agree to promptly sign a Mutual Release. Upon signing of a Mutual Release by SELLER and BUYER,
 154. the earnest money deposit shall be returned to the BUYER without any further liability of either party to the
 155. other, or the Broker.
 156. The BUYER and SELLER can mutually agree, IN WRITING, to extend the dates for inspection, repairs, or to
 157. exercise their right to terminate the AGREEMENT. SELLER agrees to provide reasonable access to the property
 158. for BUYER to review and approve any conditions corrected by SELLER.

159. **PEST/WOOD DESTROYING INSECTS:** Yes NO An inspection of all structures on said
 160. premises shall be made by a licensed inspection or exterminating agency of BUYER'S SELLER'S
 161. choice at BUYER's SELLER's expense and such agency's written report shall be made available
 162. to the BUYER before closing. If such report shows existing infestation or damage by pests, termites or wood
 163. destroying insects, treatment of the condition shall be made by a licensed exterminating agency which shall
 164. furnish a certificate of guarantee for a period of at least one year in the case of termites and a certificate of
 165. guarantee for a period of at least 60 days in case of wood destroying insects. ALL REPAIRS AND TREATMENT
 166. COSTS SHALL BE PAID BY THE BUYER SELLER (unless FHA/VA regulations prohibit
 167. payment of inspection by BUYER, in which case SELLER shall pay the cost). This AGREEMENT may be voided
 168. by the party paying for the repair, if it exceeds \$500.00.

169. **LEAD BASE PAINT:** Yes NO BUYER shall have the right to have a risk assessment or
 170. inspection of the property by a qualified inspector, for the presence of lead based paint and /or lead based paint
 171. hazards at BUYER's expense within ten (10) days after formation of a binding AGREEMENT. (Intact lead based
 172. paint that is in good condition is not necessarily a hazard). See EPA pamphlet "Protect Your Family From Lead
 173. In Your Home" for more information. In the event, existing deficiencies or corrections are identified by the
 174. inspector in their written report, BUYER shall have the right to terminate the AGREEMENT or request that the
 175. SELLER repair the specific existing deficiencies noted on the written inspection report. In that event, BUYER
 176. agrees to immediately provide SELLER with a copy of the written inspection and/or risk assessment report.
 177. Upon receipt of the inspection report and BUYER's request of repairs SELLER will have the option to either
 178. agree to correct the deficiencies identified in the inspector's written report or decline to do any repairs.
 179. If SELLER elects to correct deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a
 180. certificate from a qualified risk assessor or inspector demonstrating that the deficiencies have been remedied.
 181. If the SELLER declines to correct the deficiencies, BUYER may elect to terminate the AGREEMENT or accept
 183. the property in its 'AS IS' condition.

184. BUYER may remove this right of inspection at any time without SELLER's consent.
 185. BUYER has (BUYER's initials) received a copy of the EPA pamphlet entitled "Protect Your Family
 186. From Lead In Your Home" and a copy of the "Disclosure on Lead Based Paint And/or Lead Based Paint Hazards.
 187. BUYER has not (BUYER's initials) received a copy of the EPA pamphlet entitled "Protect Your
 188. Family From Lead In Your Home" and a copy of the "Disclosure On Lead Based Paint And/or Lead Based
 189. Paint Hazards" (disclosure form). This offer is subject to the Seller completing the disclosure form and BUYER's
 190. review and approval of the information contained on the disclosure form within _____ days from receipt.

191. **MEGAN's LAW:** SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to Ohio's
 192. sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and
 193. agrees to inquire with the local sheriff's office. BUYER agrees to assume the responsibility to check with the
 194. local sheriff's office for additional information. BUYER will rely on BUYER'S own inquiry with the local sheriff's
 195. office as to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in
 196. the transaction.

197. **HOME WARRANTY:** Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that
 198. such policies have deductibles, may not cover pre-existing defect in the property, and may have items excluded
 199. from coverage. Buyer does does not elect to secure a Limited Home Warranty Plan issued by
 200. _____. The cost of \$ _____ shall be paid by Buyer Seller through escrow.

Seller's initials and date Buyer's initials and date


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201. Broker _____ (company name) may receive a fee from the home warranty provider.

202. **CONDITION OF PROPERTY:** BUYER has examined the property and agrees that the property is being
203. purchased in its "AS IS" PHYSICAL CONDITION including any defects disclosed by the SELLER on the State of
204. Ohio Residential Property Disclosure form or identified by any inspections requested by either party.
205. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of
206. acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties
207. or statements about the property (including but not limited to its condition of use) unless otherwise disclosed
208. on this AGREEMENT or on the Residential Property Disclosure Form.
209. BUYER has RB (BUYER's initials) received a copy of the Residential Property Disclosure Form
210. signed by the SELLER on 05/25/2017 (date) prior to writing this offer.

211. BUYER has not _____ (BUYER's initials) received a copy of the Residential Property Disclosure Form.
212. This offer is subject to the SELLER completing the Residential Property Disclosure Form and BUYER's
213. review and approval of the information contained on the disclosure form within 0 days from receipt.
214. SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the
215. time of transfer of utilities. SELLER agrees to comply with any and all local governmental point of sale laws
216. and/or ordinances. SELLER will promptly provide BUYER with copies of any notices received from governmental
217. agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER
218. shall have 0 days after receipt by BUYER of all notices to agree in writing which party will be
219. responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER
220. cannot agree in writing, this AGREEMENT can be declared null and void by either party.

221. **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that the SELLER completed the Residential
222. Property Disclosure form and agrees to hold the Broker(s) and their agents harmless from any misstatements
223. or errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker(s) and their
223. agents have no obligation to verify or investigate information provided by the SELLER on that form. BUYER
225. hereby acknowledges that any representation by SELLER or the real estate agent(s) regarding the square footage
226. of the rooms, structures or lot dimensions, homeowner's fees, public and private assessments, utility bills, taxes
227. and special assessments are approximate and not guaranteed. Please list any and all verbal representations
228. by Broker(s) or their agents that you relied upon when purchasing this property. (If none, write "none".)
229. NONE

230. **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the
231. purchase price prior to title transfer, BUYER may accept the insurance proceeds for said damage and complete
232. this transaction or may terminate this AGREEMENT and receive the return of all deposits made. If such damage
233. is less than ten percent of the purchase price, SELLER shall restore the property to its prior condition.

234. **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of this
235. earnest money, the broker is required by Ohio law to maintain such funds in the broker's trust account until the
236. broker received (a) written instructions signed by the parties specifying how the earnest money is to be disbursed
237. or (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the
238. date the earnest money was deposited in the broker's trust account, and the parties have not provided the broker
239. with such signed instruction or written notice that such legal action to resolve the dispute has been filed, the
240. broker shall return the earnest money to the purchaser with no further notice to the seller. The broker shall
241. acknowledge receipt of the earnest money shown on line 28 to the escrow agent who shall credit that amount to
242. the buyer's escrow account. Unless otherwise stated herein, the earnest money shall be retained in the broker's
243. trust account until after title transfer at which time it shall be applied against any compensation due the broker.
244. Any amount by which the earnest money exceeds the compensation due the broker shall be remitted to the
245. escrow agent.

246. **BINDING AGREEMENT:** Upon written acceptance and then either written or verbal notice of such acceptance
247. to the last offering party, this offer and any addenda listed below shall become a LEGALLY BINDING
248. AGREEMENT UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall
249. represent the entire understanding of the parties regarding this transaction. All counter-offers, amendments,
250. changes or deletions to this AGREEMENT shall be in writing and be signed by both BUYER AND SELLER.
251. Facsimile signatures shall be deemed binding and valid. This AGREEMENT shall be used as escrow instructions
252. subject to the Escrow Agent's usual conditions or acceptance.
253. For purposes of the AGREEMENT, "days" shall be defined as calendar days.

Seller's initials and date

RB
01/22/18
5:22PM EST
Buyer's initials and date

254. **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form,
255. Residential Disclosure Form, FHA/VA, FHA Home Inspection Notice, Condo (C),
256. House Sale Contingency Addendum, House Sale Concurrency Addendum, Lead Base Paint,
257. Walk Through, Affiliated Business Agreement, Other, _____
258. are made part of this AGREEMENT.

259. **The terms and conditions of any Addenda supersede any conflicting terms in the purchase AGREEMENT.**
260. **This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.**

261. Buyer *Rosanna Blanco* dotloop verified
01/22/18 5:22PM EST
PXKN-VDZS-BZLY-XLTS Address _____ Phone _____

262. Print Buyers Name Rosanna Blanco Date _____ Email lunaazulblanco@gmail.com

263. Buyer Address _____ Phone _____

264. Print Buyers Name _____ Date _____ Email _____

265. **DEPOSIT RECEIPT:** Receipt is hereby acknowledged, for \$1000.00 Check Note as earnest money,
266. subject to terms of the above offer.

267. By Name (print) _____ Phone _____

268. **ACCEPTANCE:** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from
269. SELLER's escrow funds a commission of _____ PER MLS _____ (Percent) _____ %
270. of the purchase price, and if the property is listed by RE/MAX Beyond 2000 a \$255 Broker commission fee to
271. RE/MAX BEYOND 2000 (BROKER) 18332 BAGLEY ROAD, SUITE D, MIDDLEBURG HEIGHTS, OHIO 44130.

272. And a commission of _____ (Percent) _____ % of the purchase
273. price to: _____ (co-broke)

274. Address: _____ as the sole procuring agents in this
275. transaction.

276. Seller Address _____ Phone _____

277. Print Sellers Name _____ Date _____ Email _____

278. Seller Address _____ Phone _____

279. Print Sellers Name _____ Date _____ Email _____

280. **LISTING AGENT NAME AND TELEPHONE:**

281. William Salamon

282. LISTING AGENT FILE # _____

283. Listing Agent email: _____

284. Listing Broker Name and Address

285. Realty Trust Services

286. _____

287. _____

288. Listing Broker File # _____

SELLING AGENT NAME AND TELEPHONE:

Robert Cole 440-241-5221

SELLING AGENT FILE # 2016001279

Selling Agent email: robwithremax@gmail.com

Selling Broker Name and Address

* **RE/MAX Beyond 2000 Realty**

* **18332 Bagley Road, Suite D Middleburg Heights, Ohio 44130**

* **Office phone: 440-842-7200 Office fax: 440-243-3200**

* Selling Broker file # 2002010114

