

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.)

Prop	erty Address: 6239 Winter Foe Trail Lorain, Ohio 44053			
Buye	r(s): John Shand Greg Shand			
Selle	r(s): <u>Ivan Zagar Petra Zagar</u>			
	I. TRANSACTION INVOLVING TWO AGEN	NTS IN TWO DIFFERENT BROKERAG	ES	
The l	ouyer will be represented by <u>Dave Shaarda</u> AGENT(S)	, and <u>Century 21 DeAr</u> BROKERA	nna Realty	
The s	seller will be represented by <u>Tim Debronsky</u> AGENT(S)	, and <u>Realty Trust Serv</u> , and <u>Realty Trust Serv</u>	vices GE	
repre	II. TRANSACTION INVOLVING TWO As a agents in the real estate brokerage sent both the buyer and the seller, check the following relations Agent(s)	hip that will apply:	nd	
i	Agent(s) Agent(s) nvolved in the transaction, the broker and managers will be "du As dual agents they will maintain a neutral position in the transa	work(s) for the seller. al agents", which is further explained on the	Unless personally back of this form.	
(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:			
Ager	III. TRANSACTION INVOLVING On and real es	NLY ONE REAL ESTATE AGENT tate brokerage	will	
t i	be "dual agents" representing both parties in this transaction in a his form. As dual agents they will maintain a neutral position in information. Unless indicated below, neither the agent(s) nor the personal, family or business relationship with either the buyer or	n the transaction and they will protect all par e brokerage acting as a dual agent in this tran	ties' confidential asaction has a	
	represent only the (<i>check one</i>) \square seller or \square buyer in this transfer epresent his/her own best interest. Any information provided the			
_((we) consent to the above relationships as we enter into this rea we) acknowledge reading the information regarding dual agenc	y explained on the back of this form.		
. Ľ	dotloop verified	Jian Zagar SELLER/LANDLORD	dotloop verified 02/08/18 10:20AM EST CFGW-77OW-JPT2-ZX3D	
	dotloop verified	Petra Zagar	dotloop verified 02/08/18 10:18AM EST BD23-OOEY-UBT4-VHHJ	
E	BUYER/TENANT DATE	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





CENTURY 21 DEANNA REALTY

125 Hilliard Rd. Elyria, Ohio 44035 Phone (440) 731-8070 Fax (440) 281-8477

PURCHASE AGREEMENT

OFFER, RECEIPT AND ACCPTANCE

PURCHASE: The undersigned John Shand, Greg Shand	_offers to purchase the	
PROPERTY: located at 6239 Winter Foe Trail	_City <u>Lorain</u>	
Ohio, Zip <u>44053</u> Permanent Parcel No. <u>05-00-100-000-024</u>	and further	
described as being a ☐ condominium ☐ cluster home ☑ single family ☐ vacant land with Patio, Storage Shed/Outbuilding	mobile home with	
The property, which PURCHASER accepts in its "AS IS" CONDITION, shall include rights, privileges and easements, and all buildings and fixtures, including such of the from property: all electrical, heating, plumbing, bathroom and kitchen fixtures, all door and wins screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV and smoke detectors, garage door opener and controls; all permanently attached can shall also remain:	following as are now on the dow blinds, shades, awnings, enna, rotor and control unit; arpeting. The following items washer; dryer; gas	
Seller to credit in escrow at closing 4% towards purchasers closing costs, prepaids, ar	nd or fees.	
Not Included:		
SECONDARY OFFER: This is is is not a secondary offer. This secondary offer, primary offer upon PURCHASER'S receipt of a signed copy of the release of the(date). PURCHASER shall have the right to terminate the prior to PURCHASER'S receipt of said copy of the release of the primary offer by del SELLER or the SELLER's agent. PURCHASER shall deposit earnest money within fo primary offer.	primary offer on or before his secondary offer at any time ivering written notice to the	
after Acceptance and credited against purchase price upon closing:	rerest bearing Trust Account	
Cash to be deposited into escrow		
Mortgage loan to be obtained by PURCHASER	·	
FINANCING: PURCHASER shall make a written application for the above said mortgated days after acceptance and shall obtain a commitment for that loan on or about 04/06/2018 application is disapproved despite PURCHASER's good faith efforts, this agreement is PURCHASER and SELLER hereby agree to sign a mutual release authorizing Century 21 earnest money deposit to PURCHASER without further liability of either party to the oth agents involved. Page 1 of 6 Sell'er a written application for the above said mortgated application for the application for the above said mortgated application for the application for the above said mortgated application for the above said mortgated application for the above said mortgated application for the applicatio	If said shall become null and void. DeAnna Realty to return the her or to the Broker and their	

NOTE: In the event of a dispute between SELLER and PURCHASER over the return or forfeiture of earnest money held in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

TITLE: SELLER shall provide a warranty deed and/or fiduciary deed, if required, conveying to PURCHASER a marketable title to the property, with dower rights, if any, released, free and clear of all liens and encumbrances whatsoever, except; (1) any mortgage assumed by PURCHASER; (2) restrictions, reservations, easements of records, covenants and conditions of record, easement of necessity, and encroachments which do not materially and adversely affect the use or value of the Property; (3) zoning ordinances and public highways; and (4) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an Owner's Fee Policy in the amount of the purchase price from Ohio First Land Title title company (if buyer has a preference). SELLER, or if applicable, PURCHASER, shall deposit in escrow, any point-of-sale certificate or occupancy permits as required by law. If no pointof-sale inspection is required, SELLER warrants that SELLER has received no notice of any building or housing code violation. If a defect appears in title, SELLER shall have 30 days after notice to remove such defect. If unable to do so, PURCHASER may either a) accept Title subject to each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither PURCHASER, SELLER, nor any Agent, shall have any further liability to each other, and both PURCHASER and SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to PURCHASER. CLOSING: All funds and documents necessary for completion of this transaction shall be placed in escrow with the escrow agent of PURCHASER's choice on or before 04/06/2018 . Title shall transfer on 04/06/2018 POSSESSION: SELLER shall deliver possession to PURCHASER on or before 04/06/2018 (date) at (time) A.M. P.M., provided the title has transferred. Subject to PURCHASER'S rights, if any, the premises may be occupied by the SELLER free for N/A (N/A) days. Additional N/A per day. Payment and collection of fees for use and occupancy after transfer of title are the sole responsibility of SELLER and PURCHASER. PRORATIONS: General taxes, annual maintenance fees, subdivision charges, special assessments, city and county charges and tenant's rents shall be prorated as of date of title transfer. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land is currently valued at land only, taxes and assessments shall be prorated based upon 35% of the selling price times the mileage rate. The escrow agent is instructed to contact the local government taxing authority, verify the correct tax value of the property as of the date of title transfer and pay the current taxes due to date of title transfer. However, if the property being transferred is new construction and recently completed or in the process of completion at the time the AGREEMENT was signed by the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the improved property to the date of transfer and reserve sufficient funds in escrow from SELLER'S net proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent is instructed to release the balance of the funds on the reserve once they receive notice from the local county auditor's office that the taxes on the land and improvements have been paid in full to the date of title transfer. Buyer acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. SELLER agrees to reimburse PURCHASER directly outside of escrow for any increase in valuation and the cost of all passed or levied but not yet certified taxes and assessments, if any, prorated to the date of title transfer. Seller is not aware of any proposed taxes or assessments except the following: In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), SELLER PURCHASER agrees to pay the amount of such recoupment.

Selfer s Initials Date

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Purchasers Initials Date

through escrow (a) real estate transfer tax, (b) title examination, (c) prorations due PURCHASER, (d) one-half (½) the escrow fee, (e) one-half (½) the cost of an Owner's Fee Policy of Title Insurance, (f) SELLER shall pay all utility charges					
escrow fee (e) one-half (1/4) the cost of an Owner's Fee Policy of Title Insurance (f) SELLER shall now all utility charges					
csolow ice, (c) one-hair (72) the cost of an owner sireer oney of title insurance, (f) SELLER shair pay an utility charges					
to date of title transfer or date of possession, whichever is later, (g) the cost to discharge any lien or mortgage against the					
property, (h) the cost of repair of any gas leak found between the street and the foundation at the time of transfer of					
utilities. The escrow agent shall withhold the sum of \$200 from the proceeds due the SELLER to secure					
payment of SELLER's final water and sewer bills. Notwithstanding the foregoing, any cost in the handling and closing of					
PURCHASER's loan charged by the mortgagee, title company and/or escrow agent, which are not allowed to be charged					
to PURCHASER, pursuant to the rules and regulations of Veteran's Administration, the Federal Housing Administration					
or the PURCHASER's lending institution, shall be charged to SELLER. Tenant security deposits, if any, shall be credited in escrow to PURCHASER. PURCHASER shall pay (a) one-half (½) the escrow fee (b) all recording fees for					
the deed and any mortgage placed on Property (c) one-half (½) the cost of an Owner's Fee Policy of Title Insurance and					
(d) any cost incidental to obtaining financing which the PURCHASER has elected to procure. PURCHASER shall					
secure new insurance on the property. PURCHASER acknowledges that availability of a LIMITED HOME					
WARRANTY PROGRAM with a deductible paid by PURCHASER which will will not be provided at a cost of					
\$395 charged to SELLER PURCHASER from escrow at closing. SELLER and PURCHASER					
acknowledge that this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing defects in the					
property. Broker may receive a fee from the home warranty provider.					
re-re-y-					
☐ SELLER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed Closing					
Disclosure to the Brokers listed on this Agreement promptly after closing.					
☑ PURCHASER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed					
Closing Disclosure to the Brokers listed on this Agreement promptly after closing.					
INSPECTIONS:					
A. Inspection Contingencies: PURCHASER shall have 7 business days after acceptance of this Agreement					
to have all inspections indicated below completed by inspector of PURCHASER's choice. It is recommended that					
inspections be completed by a certified inspector. If PURCHASER is not satisfied with the results of said inspections,					
the PURCHASER shall notify the SELLER in writing within three (3) days after said inspection, specifying the					
unsatisfactory conditions and what is necessary to correct the condition(s) as stated in the notification, then this					
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02/08/18 02/08/18
Seller's Initials / Date

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Purchaser's Initials Date

D. Waiver: PURCHASER elects to waive each professional inspection indicated "No" in (B), Page 3. Any failure by PURCHASER to have completed or have disapproved in writing any inspection indicated "Yes" in (B), Page 3, shall also be deemed a waiver of such inspection Value
Yes No PEST/WOOD DESTROYING INSECTS: An inspection of all structures on said premises by a licensed inspection or exterminating agency of PURCHASER's or SELLER's choice at PURCHASER's SELLER's expense and such agency's written report made available to the PURCHASER before closing. If such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at least one year in the case of termites and a certificate of guarantee for a period of at least 60 days in the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE PURCHASER OR SELLER (unless FHA/VA regulations prohibit payment of inspection by PURCHASER, in which case SELLER shall pay the cost.) This Agreement may be voided by the party paying for the repair, if it exceeds \$500.00.
□ Yes □ No LEAD-BASED PAINT: PURCHASER shall have the right to have a risk assessment or inspection of the property by a qualified inspector, for the presence of lead-based paint and/or lead-based paint hazards at PURCHASER'S expense within ten (10) days after formation of a binding AGREEMENT. (Intact lead-based paint that is in good condition is not necessarily a hazard. (See EPA pamphlet "Protect Your Family From Lead In Your Home" for more information.) In the event existing deficiencies or corrections are identified by the inspector in their written report, PURCHASER shall have the right to terminate the AGREEMENT or request that the SELLER repair the specific existing deficiencies noted on the written inspection report. In the event, PURCHASER agrees to immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of the inspection report and PURCHASER's request of repairs, SELLER will have the option to either agree to correct the deficiencies, SELLER agrees to provide to PURCHASER prior to Title Transfer with a certificate from a qualified risk assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct the deficiencies, PURCHASER may elect to terminate the AGREEMENT or accept the property in it "AS IS" CONDITION. PURCHASER may remove this right of inspection at any time without SELLER's consent. PURCHASER □ HAS received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS." Output Outp
PURCHASER HAS NOT received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS." (PURCHASER's Initials) This offer is subject to the SELLER completing the disclosure form and PURCHASER's review and approval of the information contained on the disclosure from within days from receipt.
MEGAN'S LAW: SELLER warrants that SELLER has disclosed to PURCHASER all notices received pursuant to Ohio's sex offender law. The PURCHASER acknowledges that the information disclosed may no longer be accurate and agrees to inquire with the local sheriff's office. PURCHASER agrees to assume the responsibility to check with the local sheriff's office for additional information. PURCHASER will rely on PURCHASER's own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the transaction.
CONDITION OF PROPERTY: PURCHASER has examined the property and agrees that the property is being purchased in its "AS IS" CONDITION including any defects disclosed by SELLER on the State of Ohio Residential Property Disclosure Form or identified by any inspections requested by either party. SELLER agrees to notify PURCHASER in writing of any additional disclosure items that arise between the date of acceptance and the date of recording the deed. PURCHASER has not relied upon any representations, warranties or statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this AGREEMENT or on the Residential Property Disclosure Form.
DAMAGE: In any event the building or other improvements are destroyed or damaged in excess of ten percent (10%) of the Purchase Price by fire or other hazards prior to the transfer of title, PURCHASER shall have the option of completing this transaction or terminating it and receiving the return of all deposits made hereunder. Risk of loss shall be borne by SELLER until transfer of title. If destruction or damage is less than ten percent (10%) of the Purchase Price, SELLER shall restore the Property to its prior condition and complete the sale and transfer of Property. Seller Sinitfals Date Purchase Price in Initials Initia

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SELLER on 02/05/2018	(date) prior to writing this offer. SELLER ag	· ·
	laws and/or ordinances. SELLER will promptly pro	
_	ernmental agencies to inspect or correct any current and SELLER shall have Five (5) day	building code or health violation(s). If ys after receipt by PURCHASER of all
	which party will be responsible for the correction of a	
	ER and SELLER cannot agree in writing within t	
	lared null and void by either party.	,
REPRESENTATION A	ND DISCLAIMERS: PURCHASER acknowledg	ges that the SELLER completed the
	osure Form and agrees to hold the Broker and its age	
	R on the form. PURCHASER also acknowledges ar	
	y or investigate the information provided by the SELL resentation by SELLER or the real estate agent(s) reg	
	ons, homeowner's fees, public and private assess	
	ate and not guaranteed. Please list any and all verbal	
	n when purchasing this property (if none, write "none	
None		
DIAIDIAIC A CIDERAGEN	TE 11 ''' 11 ''' 11 '''	1 1 1 1 1 1 1 1 1
	T: Upon written acceptance, this offer and any ad REEMENT UPON PURCHASER AND SELLER th	
	nt the entire understanding of the parties regarding	
	leletions to this AGREEMENT shall be in writing a	
	ENT shall be used as escrow instructions subject to t	
	of this AGREEMENT, "days" shall be defined as ca	
legally binding contract.	If you have any questions of law, consult your at	torney.
ADDENDA: The addition	nal terms and conditions in the attached Addenda 🗹	Agency Disclosure Form
	isclosure Form VVA FHA FHA Home Ins	
	y Addendum House Sale Concurrency Addendu	
	areare	e made a part of this AGREEMENT.
John Shand		dotloop verified 02/07/18 7:35PM EST AC1X-IZYY-CSB9-8MDI
(PURCHASER'S SIGNAT	ΓURE)	(DATE)
(ADDREGG)	(CVIV) (CT LTT) (TV)	(27707.27)
(ADDRESS)	(CITY, STATE, ZIP)	(PHONE)
Greg Shand		dotloop verified 02/07/18 7:37PM EST KTDB-QREX-0U97-ZOKP
(PURCHASER'S SIGNAT	TURE)	(DATE)
7		<u> </u>
(ADDRESS)	(CITY, STATE, ZIP)	(PHONE)
	ceipt is hereby acknowledged of \$500	☑ Check,
earnest money subject to the		
CENTURY 21 DEANNA	REALTY AGENT:	Date:
	IZ PZ	95 95
	02/08/18 02/08/18 02	2/07/18 02/07/18
	Selfer Finitials Date Purch	faser's Thirtials / Date

escrow funds a commission of		percent (<u>3/1.</u>	5 %) of the Purchase Price t
	Century 21	DeAnna Realty	(Broker
12	25 Hilliard Road	Elyria, Ohio 44035	(Address
and		percent (%) of the Purchase Price t
			(Broker
as the sole procuring agents in this tra	nnsaction.		(Address
Ivan Zagar			dotloop verified 02/08/18 10:20AM EST JBCD-WT8P-GTTW-MVL
(SELLER'S SIGNATURE)			(DATE)
(PRINTED SELLER NAME)			
(ADDRESS)	(CITY, S	STATE, ZIP)	(PHONE)
Petra Zagar			dotloop verified 02/08/18 10:18AM ES 7JKE-WIO0-63CU-3AK
(PRINTED SELLER NAME)			
(ADDRESS)	(CITY, S	STATE, ZIP)	(PHONE)
The following information is provided Brokers or their Agents and is not par Multiple Listing Information			nd will be completed by the
Tim Debronsky (Listing Agent Name)		2012003122 (Listing Agent License #)	
Realty Trust Services		9165 (Listing Broker Office #)	
(Listing Broker Name)		(Elisting Broker Office III)	
(Listing Broker Name) Dave Shaarda (Selling Agent Name)		2107005268 (Selling Agent License #)	

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