

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: 649 Kimberly Circle Oberlin OH 44074
 (Street Address) (Municipality) (State) (Zip)
 Perm. Parcel or Tax I.D. No. 09-00-088-104-02

1. List Price \$ 950 Change price to \$ _____ after _____
 Change price to \$ _____ after _____
 Change price to \$ _____ after _____

2. **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 7/16/18 through midnight 12/31/18. 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~~ 6 percent (6%) of the Purchase Price. In addition, Seller shall pay an additional commission of ~~\$245.00~~ 1 MONTH at closing to Realty Trust Services to cover administrative costs.
3. **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.
4. **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.
5. **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.
6. **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 6 month 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: _____

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 LLC,

DATE: 7/16/18

SELLER: [Signature]

DATE: 7/16/18

ADDRESS: _____

PHONE: _____

AGENT: Christopher Meyer

DATE: 7/16/18

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.



Cross Property Agent Full



Rental ML: **4018539 Sold**
649 Kimberly Cir, Oberlin, OH 44074
 Area: **513 - Oberlin, Russla, Pittsfield, Kipton** Subdiv: **Willow Brook**
 Subtype: **Single Family** Twp: **Willow Brook**
 Parcel ID: **09-00-088-104-002** County: **Lorain**

LP: **\$950**
 SP: **\$950**
 List Date: **07/16/18**
 List Date Rec: **07/16/18**
 Pending Date: **07/25/18**
 Contingent Dt:
 Off Mkt Date: **07/25/18**
 Closing Date: **08/01/18**
 Exp. Date: **12/31/18**
 DOM/CDOM: **11/11**

Supplements (1)

Directions: **East College St to Kimberly.**

Recent Change: **08/09/2018 : S : P->S**

Property Information	Approx Sqft/Source: 1336/	House Faces: Northeast	School Dist: Oberlin CSD
# Bedrooms: 3	Tot Liv Area/Source: 1336/Auditors Website	Year Built: 1961	Disability Feat: No
# Baths: 1 (1 0)	Lot Size (Acres): 0.160	Construction: Actual YBT	Public Trans:
# Rooms: 6	Lot Size Source: Realist	Building Type: Detached	
# Stories: 1	Tillable Acres:	Business Type:	
Full Bath level/#: lower:0	main: 1	1/2 Bath level/#: lower:	main: upper:
Unit Floor #:	upper: 0		
Basement: Yes/Partially Finished, Walk-Out	Pasture Acres:		
Heating Fuel: Gas	Garage # Cars: 1	# Off Str Parking:	
Water/Sewer: Public Water, Public Sewer			
Cooling Type: None			
Garage: Yes			
Exterior Features: Patio			
View Description: City View			
Appliances/Equip:			
Lease Terms: Lease Option, One Year, Two Year			
Section 8: No			
Owner Pays: None			
Tenant Pays: Pays All			
Amenities:			
Security Deposit: Yes	Pet Restrictions:	Laundry Hookup:	
Restriction Desc: Pets subject to approval or nonrefundable pet fee.			
Room Name	Dim	Lvl	Wnd Trtmt
Living Room	14 x 14	First	Carpet
Kitchen	11 x 9	First	Ceramic
Dining Room	13 x 8	First	Wood
Master Bedroom	11 x 11	First	Carpet
Bedroom	12 x 9	First	Carpet
Bedroom	9 x 8	First	Carpet
Bathroom	11 x 6	First	Ceramic
Bonus Room	11 x 10	Lower	Laminate
Family/Media Room	16 x 11	Lower	Laminate
Laundry Room	6 x 6	Lower	Slate

Remarks: **This split level home has been updated with throughout. This home offers off street parking short distance to downtown Oberlin and the highway. This home has rear fenced in yard and 1 car garage. Home has 3 bedrooms 1 large bathroom, Open living area, dining room that leads into a updated kitchen with ceramic tile and more a must see.**

Office Information **9165/Realty Trust Services, LLC** (440) 427-0123 F:(866) 632-9006 <http://https://www.facebook.com/C>
 List Agent: **2011003065/Christopher C. Kaylor** (330) 840-1073 F:(440) 710-0971 chriskaylor@gmail.com
 Co-Lister:
 Showing Instruct: **Call Agent** 3308401073 Internet Listing: **Yes**
 Showing Info: **Text or email agent for access to the property.** Show Add Client: **Yes**
 Rent Broker Comp: **1/2** Owner Agent: **No** Date to Occupy: **Negotiable** Show Add Pub: **Yes**
 Comp Explain: **1/2 month rent**
 Broker Remarks: **Text or email agent for access to the property. Rental application is attached all Adults living at property need to complete application and \$30. application fee. Owner is open to pets with review. House also for sale or open to lease option contact listing agent.**

Comparable Information **2361/Howard Hanna** Orig Monthly Rent: **\$950** Closed By: **Lease**
 Sell Agent: **2006005239/Belinda S. Loser** Monthly Rent: **\$950**
 Co-Seller: Sold Price: **\$950** Seller Givebacks:

Prepared By: Christopher C. Kaylor

Information is Believed To Be Accurate But Not Guaranteed

Date Printed: 08/09/2018

Avalon Bookkeeping, LLC
21380 LORAIN ROAD
FAIRVIEW PARK, OH 44126

PNC
21670 Center Ridge Road
Rocky River Ohio
440-331-9600

No. 2092

Date 8/8/2018

Pay To The
Order Of Realty Trust

\$ **475.00

Four Hundred Seventy-Five and 00/100

Dollars

Memo: 649 Kimberly rental commission

Karlie Russo
AUTHORIZED SIGNATURE

⑈000002092⑈ ⑆041000124⑆4123025724

RUB OR BREATHE ON THE PINK LOCK & KEY ICONS - COLOR WILL FADE & RETURN ON AN AUTHENTIC CHECK - IF COLOR DOES NOT FADE DO NOT ACCEPT

2092

Amount: \$475.00

Date: 8/8/2018

Pay to: Realty Trust

2092

Amount: \$475.00

Date: 8/8/2018

Pay to: Realty Trust



**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.

Realty Cleveland LLC

Name

(Please Print)

Name

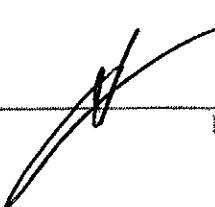
(Please Print)

Signature

Date

Signature

Date

X  7/16/18