



**AMENDMENT TO RESIDENTIAL PURCHASE AGREEMENT
AND REMOVAL OF INSPECTION CONTINGENCIES**

1 This is an Amendment to the Residential Purchase Agreement dated:
2 01/06/2021 for the purchase and sale of the property known as:
3 (Street Address) 1535 Westdale rd
4 (City) South Euclid Ohio, (Zip Code) 44121
5 between Zia Uddin (Buyer)
6 and Teresa Brower and Jason Brower (Seller).

7 The following changes and/or additions are hereby mutually agreed upon by the Buyer(s) and
8 Seller(s):

9 **FINANCING:** Buyer(s) loan commitment to be obtained on or about:
10 _____ (date)
11 **CLOSING:** Funds and Documents to be placed in escrow on or before:
12 _____ (date) and title shall be transferred on or
13 about _____
14 **POSSESSION:** Seller(s) shall deliver possession to Buyer(s) on
15 _____ (date) AM PM provided the
16 title has transferred.

- 17 **INSPECTION CONTINGENCIES:**
- | | | |
|-----------------------------------|---|---|
| 18 1. General Home Inspection | <input checked="" type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 19 2. Septic System Inspection | <input checked="" type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 20 3. Water Potability Inspection | <input checked="" type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 21 4. Well Flow Rate | <input checked="" type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 22 5. Radon | <input checked="" type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 23 6. Pest/Wood Destroying Insect | <input checked="" type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 24 7. Lead Based Paint Inspection | <input checked="" type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 25 8. Mold | <input checked="" type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 26 9. Other _____ | <input checked="" type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 27 10. _____ | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |

28 **CONDITIONS:** _____
29 _____
30 _____
31 _____
32 _____

33 ALL OTHER TERMS AND CONDITIONS OF THE RESIDENTIAL PURCHASE AGREEMENT TO
34 REMAIN IN FULL FORCE AND EFFECT.

35 Zia Uddin
36 BUYER DATE

Jason Brower
SELLER DATE

37 _____
38 BUYER DATE

Teresa Brower
SELLER DATE

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

Property Address: 1535 Westdale Road, South Euclid, OH 44121

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.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

Buyer's Acknowledgment (initial)

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


(d) 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.


Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.


 dotloop verified 01/06/21 11:46 AM CST IA1B-W8SJ-EGUM-Y8BQ
BUYER DATE

BUYER DATE

 dotloop verified 12/29/20 9:40 PM EST 6ASO-FXSZ-163H-RMPR
AGENT DATE

 dotloop verified 12/18/20 4:40 PM PST JEG4-FSQZ-XZL7-ZTYG
SELLER DATE

SELLER DATE

 dotloop verified 12/20/20 8:02 PM EST SR4K-OQ5U-BBTF-TKN8
AGENT DATE



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

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 Date _____

Owner's Initials  Date 12/18/2020
4:40 PM PST dotloop verified

Purchaser's Initials  Date _____
01/06/21 dotloop verified

Purchaser's Initials Date _____

STATE OF OHIO DEPARTMENT OF COMMERCE

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: 1535 Westdale Rd

Owners Name(s): Jason & Teresa Brower

Date: 12/18/2020

Owner [] is [X] is not occupying the property. If owner is occupying the property, since what date: If owner is not occupying the property, since what date: 2/15/2020

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? No [X] Yes [] 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) [X] 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 [X] 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 [X] 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 [X] No If "Yes", please describe and indicate any repairs completed:

Owner's Initials [] Date 12/18/2020

Owner's Initials [] Date 12/18/2020

Purchaser's Initials [] Date []

Purchaser's Initials [] Date []

Property Address 1535 Westdale Rd

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 type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

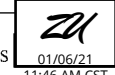
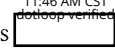
If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years). _____

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 Date 12/18/2020
Owner's Initials  Date 12/18/2020
4:40 PM PST dotloop verified

Purchaser's Initials  Date _____
Purchaser's Initials  Date _____
01/06/21 11:46 AM CST dotloop verified

Property Address 1535 Westdale Rd

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? Yes No Unknown

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? Yes No Unknown

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/HOME OWNERS 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) _____

List any current assessments: _____ monthly fee _____ 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 Date 12/18/2020

Owner's Initials  Date 12/18/2020
4:40 PM PST dotloop verified

Purchaser's Initials  Date _____

Purchaser's Initials  Date _____
01/06/21 11:46 AM CST dotloop verified

Property Address 1535 Westdale Rd

CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that 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 or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER:

OWNER: *Jason Brower* dotloop verified
12/18/20 4:40 PM PST
83JY-ZX1W-DXRP-UCYW

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

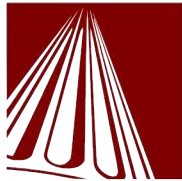
Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at www.dnr.state.oh.us.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: *Zia Uddin* dotloop verified
01/06/21 11:46 AM CST
Y5GN-QKRK-UNRP-IVZV

PURCHASER:



Realty Trust Services



Promissary Note

Promissory Note


\$ 1,000 Date _____

acceptance of contract

ON DEMAND after date, _____ **promise to pay to the order of**
 TITLE COMPANY _____

with interest at ZERO percent per annum for a valuable consideration, the receipt
 and sufficiency of which is hereby acknowledged

DUE DATE _____
ON DEMAND _____

 *Zia Uddin*

dotloop verified
 01/06/21 11:46 AM CST
 IR6H-PNQM-SZUS-CUJ4

Approved forms – The Cleveland Area Board of REALTORS®



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

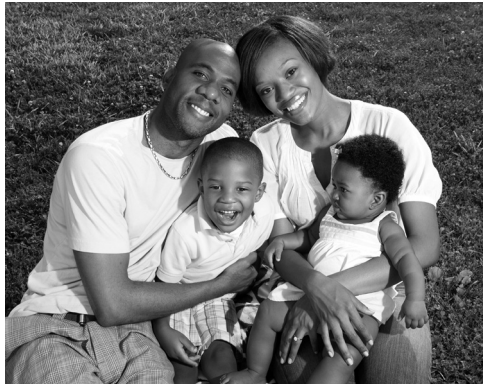
Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

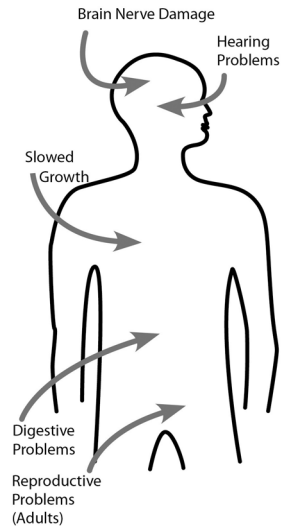
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.



- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA)

Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

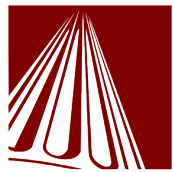
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



**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.

Zia Uddin
Name (Please Print)

Name (Please Print)

Zia Uddin
dotloop verified
01/06/21 11:46 AM CST
ZVFC-AXCC-KXEN-2VZ

Signature Date

Signature Date



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: 1535 Westdale rd, South Euclid, OH 44121

Buyer(s): Zia Uddin

Seller(s): Jason Brower and Teresa Brower

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____ and _____
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the principal 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) Rakesh Baniya and real estate brokerage Realty Trust Services, LLC 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.

Zia Uddin dotloop verified 01/06/21 11:46 AM CST TNX7-9YR2-AZBC-051E
BUYER/TENANT DATE

BUYER/TENANT DATE

Jason Brower dotloop verified 01/07/21 8:22 AM PST AUNE-BYLZ-DIPO-3GGP
SELLER/LANDLORD DATE

Teresa Brower dotloop verified 01/07/21 8:37 AM PST VOIQ-IJ7P-FVXP-W6CB
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 principal 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 principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal 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:



Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



The YCAR purchase contract shall be printed in 8 pt Arial font. All deviations in the standard form must be printed in 8 point or larger "ALL CAP AND ALL IN BOLD" to denote deviation. All deletions from the standard form to be noted by "bold strike out".

REAL ESTATE PURCHASE CONTRACT

As adopted and revised in 9/2020 the Youngstown Columbiana Association of REALTORS®, Inc. for the sole purpose and voluntary use of its members.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

1. **1. BUYER(S)** The undersigned Buyer(s) Zia Uddin
2. offers to buy the following: (PRINT ONLY)

3.
4. **2. PROPERTY** located in the County of Cuyahoga City/Township of South Euclid and
5.
6. further known as (address) 1535 Westdale rd
7.
8. Ohio, Zip 44121 Permanent Parcel(s) No. 704-06-043
9.

10. The property which PURCHASER accepts in its PRESENT CONDITION, shall include the land, all appurtenant rights,
11. privileges and easements, and all buildings and fixtures, including such of the following as are now on the property: all
12. electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows,
13. curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and control unit, wall mount bracket, smoke
14. alarms/detectors, garage door opener and all controls, and all permanently attached carpeting.

15. **The following items shall also remain (check all applicable items):**
- | | | |
|--|---|--|
| 16. <input type="checkbox"/> range and oven | <input type="checkbox"/> window/wall air conditioner | <input type="checkbox"/> water conditioning equipment (unless leased) |
| 17. <input checked="" type="checkbox"/> refrigerator | <input type="checkbox"/> gas grill | <input type="checkbox"/> satellite dish and all controls (unless leased) |
| 18. <input checked="" type="checkbox"/> dishwasher | <input type="checkbox"/> all existing window treatments | <input type="checkbox"/> all heating fuel less normal depletion |
| 19. <input checked="" type="checkbox"/> washer | <input type="checkbox"/> ceiling fan(s) | <input type="checkbox"/> security systems and controls (unless leased) |
| 20. <input type="checkbox"/> dryer | <input type="checkbox"/> wood burner stove inserts | <input type="checkbox"/> fireplace tools, screen, doors, grate & gas log |
| 21. <input type="checkbox"/> microwave | <input type="checkbox"/> hot tub & accessories | <input type="checkbox"/> swimming pool & accessories |
| 22. <input type="checkbox"/> shed | <input type="checkbox"/> invisible fence / controls | |

24. ALSO INCLUDED: _____
25.
26. NOT INCLUDED: _____
27.


28. **3. PRICE** The purchase price shall be one hundred eighteen thousand dollars
29. (\$118,000) payable as follows:

30.
31. (a) Earnest money paid to REALTOR®, to be deposited upon Seller's acceptance in the trust account of the selling
32. broker and credited against purchase price: See Paragraph #18 for return of earnest money.
33. CASH/CHECK NO. Promissory signed - to be paid to Title \$1000
34. (b) Down payment at date of closing (insert dollar amount or percentage (%) of purchase price).
35. \$ / % _____
36. (c) This offer is contingent upon Buyer obtaining financing by
37. CONVENTIONAL , FHA , VA , CASH , OTHER _____
38.

39. **4. ADDITIONAL AGREEMENTS AND CONTINGENCIES.** Buyer will be doing an inspection and will only move forward with
40. the deal if there are no issues found in foundation of the house and the roof.
41. _____
42. _____
43. _____
44. _____
45.

46. **5. APPLICATION** Buyer shall make a loan application and order appraisal within _____ days after acceptance of offer.
47. Buyer shall pay all normal closing costs associated with such approved loan. Any escrow/settlement fees shall be divided
48. equally between the Buyer and Seller unless VA/FHA regulations prohibit payment of escrow fees by Buyer, in which case
49. Seller shall pay the entire escrow/settlement fee. Seller agrees to pay all VA/FHA costs not permitted to be paid by Buyer
50. under VA/FHA regulations.


01/06/21 8:37 AM PST
dotloop verified
Buyer Initials / _____
Date


01/07/21 8:37 AM PST
dotloop verified
Seller Initials / _____
Date

51. **6. EVIDENCE OF TITLE** For each parcel of real estate to be conveyed the Seller shall furnish a Commitment for a Title
52. Insurance Policy. Such title evidence shall be prepared and issued by Chicago Title
53. Seller shall pay for the costs of the title search/examination as well as one half the premium cost of the Owner's Policy of
54. Title Insurance based on the purchase price. All other title insurance costs and expenses shall be paid by the Buyer. If title
55. to all or part of the parcels to be conveyed is found defective and said defect cannot be remedied by the Seller within thirty
56. (30) calendar days after written notice thereof, or Seller is unable to obtain title insurance against said defect, the amount of
57. the deposit, if any, shall be refunded to the Buyer forthwith, and this agreement shall be null and void.
58.

59. **7. DEED** Seller shall convey to Buyer marketable title in fee simple by transferable and recordable general warranty
60. deed at Seller's expense, with the release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and
61. encumbrances, but subject to conditions, restrictions, and easements of record. Survivorship Yes No
62.

63. TITLE TAKEN IN THE NAME OF: Per Title Company
64. (PRINT ONLY)
65.

66. **8. TAXES AND ASSESSMENTS:** To be prorated as of the date of filing the deed based on the last available tax
67. duplicate. If no tax duplicate exists, escrow officer will use applicable tax rate based on 35 percent of the sales price.
68. When a building is involved and land tax only is assessed, the Buyer and Seller will agree to the tax proration within ten
69. (10) calendar days of acceptance based on 35 percent of the sales price. Agricultural Tax Recoupment (CAUV), if
70. applicable, to be paid by the Seller at closing. County transfer tax will be paid by Seller. If a special assessment is being
71. paid in installments, those installments due and unpaid at the time of the closing shall be paid by the Seller. Buyer agrees
72. to assume and pay all remaining installments. Seller has not received notice of future assessable improvements unless
73. noted
74.

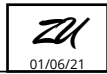

75. **9. RENTALS, INTEREST, CONDOMINIUM CHARGES, INSURANCE, UTILITIES AND SECURITY DEPOSITS**
76. Adjustments/proration shall be made through date of closing for (a) rentals; (b) interest on any mortgage assumed by
77. buyer; (c) condominium or other association periodic charges, and (d) transferable policies of insurance if Buyer so elects.
78. Security deposits shall be transferred to Buyer. IT IS THE BUYERS RESPONSIBILITY TO INQUIRE ABOUT THE STATUS
79. OF ANY UNPAID BILLS THAT ARE OR CAN BECOME A LIEN, INCLUDING WATER BILLS OR ASSESSMENTS AND
80. MONTHLY CONDOMINIUM CHARGES OR ASSESSMENTS, IF THE SELLER SHOULD OCCUPY THE PREMISES PAST
81. THE RECORDING DATE OF THE DEED.
82.


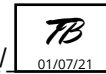
83. **10. DAMAGE OR DESTRUCTION OF PROPERTY** Risk of loss in the real estate and appurtenances shall be borne by
84. Seller until closing provided any property covered by this contract shall be substantially damaged or destroyed before this
85. transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable
86. to Seller under all policies covering the property, or (b) rescind the contract, and thereby release all parties from liability
87. hereunder, by giving written notice to Seller and Broker within ten (10) calendar days after Buyer has written notice of such
88. damage or destruction. Earnest money to be released pursuant to paragraph 18. Failure by Buyer to so notify Seller and
89. Broker shall constitute an election to proceed with the transaction.
90.

91. **11. RESIDENTIAL PROPERTY DISCLOSURE FORM** has been explained and (check applicable lines):
92. Buyer has reviewed and signed copy, attached.
93. Not available from Seller.
94. Contract is contingent on Buyer review and signature within 24 hours of acceptance and
95. Buyer retains 3 calendar days right of rescission.

96. **HUD-EPA Lead Paint Disclosure** (not required for construction after December 31, 1977)
97. Has been signed, copy of which is attached. Buyer acknowledges receipt of the pamphlet
98. "Protect Your Family From Lead in Your Home"
99. Not required by law

100. **Ohio Sex Offender Registration and Notification** requires local sheriff to provide written notice to certain
101. members of the community if a sex offender resides in the area. Notice provided by sheriff is public record and is
102. open to inspection under Ohio's Public Records law. Therefore, you can obtain information from a sheriff's office
103. regarding the notices they have provided pursuant to Ohio's sex offender notification law. The seller certified that he/
104. she has not received notice pursuant to Ohio's sex offender notification law unless noted:
105. Buyer acknowledges that the information disclosed above may no longer be accurate and agrees to inquire with the
106. local sheriff's office. If current information regarding the status of registered sex offenders in the area is desired,
107. Buyer agrees to assume the responsibility to check with the local sheriff's office. Buyer is relying on their own
108. inquiry with the local sheriff's office as to registered sex offenders in the area and is not relying on the Seller or any
109. real estate agent involved in the transaction.

 / 
Buyer Initials / Date

 / 
Seller Initials / Date

110. **12. INSPECTION** The subject property shall be delivered to Buyer in its present physical condition after examination
111. by Buyer, such conditions to survive transfer of title and possession. Buyer agrees to accept the property in its "AS IS"
112. condition excepting that the Buyer shall be given reasonable access to the premises within 7 calendar days after
113. acceptance of this agreement, for an accredited inspector employed by Buyer, at Buyer's sole expense, to conduct a
114. **MAJOR ELEMENT INSPECTION** of the premises as to roof, basement/foundation, structure (exterior and interior),
115. plumbing, heating, cooling and electrical systems. Accredited inspector means a registered architect, professional engineer,
116. contractor or professional home inspecting service. Failure of Buyer to cause inspection to be made within calendar
117. days from acceptance of this agreement shall be construed as a waiver by the Buyer and of his acceptance of the property
118. in its "AS IS" condition without further repair obligation to anyone.

119. **Home Inspection: Buyer acknowledges an independent inspection is recommended.**

120. **Buyer agrees to order inspection** ***Initial** **Buyer declines inspection** ***Initial**



122. **13. LIMITATION OF REMEDIES** Should Buyer's accredited inspection(s) reveal a MAJOR DEFECT that would excuse
123. performance, Buyer must notify Seller's agent in writing and provide a copy of the inspection report within three (3) days
124. after Buyer's receipt of said report. Buyer shall establish the reasonable and necessary cost of repairing any defect
125. revealed by the inspection report, by obtaining within five (5) business days of Buyer's receipt of said inspection report an
126. estimate from a qualified licensed contractor regarding the reasonable and necessary repair cost. Buyer must notify Seller's
127. agent in writing and provide a copy of the contractor's estimate within three (3) business days after Buyer's receipt of said
128. estimate. Seller in turn, will give written notice within three (3) days that they will repair the defect, credit the buyer the cost
129. of the repair, or explain that property is being sold "AS IS". Should no compromise be reached this agreement shall be void,
130. the earnest money shall be refunded and all parties shall be mutually released from the contract. Buyer has the right to
131. inspect the property prior to closing, and by accepting delivery of the deed at settlement, is accepting that the premises and
132. contents were in satisfactory condition at the time of closing. **A MAJOR DEFECT** as used in this contract is defined as a
133. defect in the roof, basement/foundation, structure (exterior and interior), plumbing, heating, cooling and electrical systems,
134. well or septic with a reasonable and necessary repair cost of more than \$500 per major defect item. A defect which is
135. disclosed on the Residential Property Disclosure Form or a defect which is an item of ordinary wear and tear are not major
136. defects which would excuse performance.

138. **14. OTHER INSPECTIONS** Buyer shall have, at their expense, the opportunity to have the premises inspected for radon
139. gas, termites, other wood-eating insects, mold and well within NA calendar days of acceptance, with the same limitation
140. of remedies as in Paragraph 13. Refer to the local Board of Health for specific requirements for well and septic inspections.
141. Required governmental well and/or septic inspections shall be paid for by the Seller. See separate addendum if applicable.

143. **15. SURVEY** If a Buyer desires or requires a boundary or location survey, the Buyer shall pay the cost thereof. If a
144. survey is required for division of property or by county standards of conveyance, it is the Seller's Cost.

146. **16. CONDITION OF PROPERTY** Buyer has not relied upon any representation, warranties or statements about the
147. property (including but not limited to its condition or use) unless otherwise disclosed by the Seller(s). Buyer assumes the
148. responsibility to verify that the property is suitable or zoned for the intended use. Buyer acknowledges that REALTORS®
149. have no expertise with respect to environmental matters and therefore cannot provide an opinion or statement on those
150. issues. It is the Buyer's obligation to research and determine the existence of any building code violations that affect or may
151. affect the property.

153. **17. HOME WARRANTY PLAN** Accepts paid by: Buyer Plan: _____
154. Rejects Seller \$ _____

156. **18. EARNEST MONEY** Buyer has deposited with selling Broker the sum receipted for below, which shall be returned
157. to Buyer if no contract shall have been entered into, or financing sought by Buyer is rejected in writing by one lending
158. institution. Upon acceptance of this contract by both parties, Broker shall deposit such amount into its trust account to
159. be distributed as follows: (a) if Seller fails or refuses to perform, or any contingency is not satisfied, the deposit shall be
160. returned, or (b) the deposit shall be applied to the purchase price, or (c) if Buyer fails or refuses to perform, this deposit shall
161. be paid to Seller, which payment or the acceptance thereof, shall not in any way prejudice the rights of Seller or Broker(s) in
162. any action for damages or specific performance. Disposition of the earnest money must be by signed written instructions by
163. both parties. In the event of a dispute between the Seller and Buyer regarding the disbursement of the earnest money, the
164. Broker is required by Ohio law to maintain such funds in his trust account until Broker receives (a) written instructions signed
165. by the parties specifying how the earnest money is to be disbursed or (b) a final court order that specifies to whom the
166. earnest money is to be awarded. If within two years from the date the earnest money was deposited in the Broker's trust
167. account, the parties have not provided the Broker with such signed instructions or written notice that such legal action to
168. resolve the dispute has been filed, the Broker shall return the earnest money to the Buyer with no further notice to the Seller.

/
01/06/21
11:46 AM CST
dotloop verified
Buyer Initials _____
Date _____

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01/07/21 01/07/21
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Date _____

