



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: 273 Mornington Rd. Vermilion, OH 44089

Buyer(s): Buckeye Home Solutions LLC

Seller(s): Keith B. James

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Tim Debronsky AGENT(S), and Realty Trust Services BROKERAGE

The seller will be represented by Richard Jackson AGENT(S), and Howard Hanna BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

Buyer is a licensed realtor in the state of Ohio. Buyer is purchasing for investment purposes and possible resale for profit.

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.

Tim Debronsky BUYER/TENANT 3/3/21 DATE

Keith B. James SELLER/LANDLORD 3/3/21 DATE

BUYER/TENANT DATE

SELLER/LANDLORD DATE

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

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



**Yes MLS / RESIDENTIAL PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE**

1 **BUYER:** The undersigned Buckeye Home Solutions LLC offers to buy the

2 **PROPERTY:** Located at 273 Mornington Road,

3 City Vermilion, Ohio, Zip Code 44089

4 Permanent Parcel No. _____ and further described as being: 4 Bd, 1 Ba Ranch with
5 basement and no garage.

6 The property, which Buyer accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and
10 control unit, smoke detectors, garage door opener(s) and _____ controls; all permanently attached carpeting. The
11 following selected items shall also remain: satellite dish; range and oven; microwave; kitchen
12 refrigerator;
13 dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning;
14 gas grill; fireplace tools; screen, glass doors and grate; all existing window treatments;
15 ceiling fan(s); wood burner stove inserts; gas logs; and water softener.

16 Also included: _____

17 Fixtures NOT Included: _____

18 _____

19 **SECONDARY OFFER:** This is is not a secondary offer. This secondary offer, if applicable, shall become a
20 primary contract upon BUYER'S receipt of a signed copy of the release of the primary contract on or before
21 _____ (Date). BUYER shall have the right to terminate this secondary offer at any time prior to
22 BUYER'S receipt of said copy of the release of the primary contract by delivering written notice to the SELLER or
23 the SELLER'S agent. Upon receipt of the release of the primary contract, BUYER shall deposit earnest money
24 within four (4) days and BUYER and SELLER agree to sign an addendum, listing the date for loan application, loan
25 approval, deposit of funds and documents, title transfer and possession.

26 **PRICE:** Buyer shall pay the sum of.....\$52,000

27 Earnest money payable to American Patriot Title in the amount of \$ 500

28 In the form of a check other: _____ which shall be
29 redeemed immediately upon receipt of a binding agreement (as defined

30 on lines 238-246) and _____

31 Balance of cash to be deposited in escrow.....\$51,500

32 Mortgage loan to be obtained by Buyer.....\$ _____

33 Conventional, FHA, VA, Other Cash

34 _____

36 **FINANCING:** Buyer shall make a written application for the above mortgage loan and order appraisal and provide
37 documentation to Seller of said application within N/A days and shall obtain a commitment for that
38 loan no later than N/A days after acceptance of this offer. If the closing date cannot occur by the
39 date of closing due to no fault of either party, any government regulation or lender requirement, the date of closing
40 shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14) business
41 days. At the Seller's written election, if, despite Buyer's good faith efforts, that commitment has not been obtained,
42 then this Agreement shall be null and void. Upon signing of a *mutual release* by Seller and Buyer, the earnest

Property Address: 273 Mornington Road, Vermillion, OH 44089

43 money deposit shall be returned to the Buyer without any further liability of either party to the other or to the Brokers
44 and their agents. (see line 205)

45 **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow
46 with the lending institution or escrow company on or before 04/13/2021 and title shall be
47 recorded on or about 04/13/2021. Ohio law requires that closing funds over the amount of
48 \$10,000.00 be electronically transferred to the closing/escrow agent. Buyers are advised to consult their lender
49 and closing/escrow agent for wiring requirements to assure that funds are received in a timely manner.

50 **POSSESSION:** Seller shall deliver possession to Buyer of the property within 0 days by 5 (time),
51 AM PM after the title has been recorded. Subject to Buyer's rights, if any, the premises may be occupied by
52 the Seller free for days. Additional days at a rate of \$ per day. Insurance coverage
53 and payment and collection of fees for use and occupancy after recording of title are the sole responsibility of
54 Seller and Buyer.

55 **TITLE:** For each parcel of real estate, Seller shall convey a marketable title to Buyer by general warranty deed
56 and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances
57 whatsoever, except a) any mortgage assumed by Buyer, b) such restrictions, conditions, easements (however
58 created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning
59 ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. Seller shall
60 furnish an Owner's Fee Policy of Title Insurance in the amount of the purchase price, if title to all or part of the
61 parcels to be conveyed is found defective, Seller shall have thirty (30) days after notice to remove title defects. If
62 unable to do so, Buyer may either a) accept Title subject to each defect without any reduction in the purchase price
63 or b) terminate this agreement, in which case neither Buyer, Seller nor any broker shall have any further liability to
64 each other, and both Buyer and Seller agree to sign a *mutual release*, releasing earnest money to Buyer. For the
65 subsurface estate underlying each parcel of real estate, if all or part of the subsurface mineral, oil or gas rights to
66 the underlying parcels already has been transferred by the Seller, then Buyer can either purchase the property "as
67 is" or declare the contract null and void, in which event the earnest money shall be returned to the Buyer. **Unless**
68 **expressly reserved by the Seller, all payments for any mineral, oil or gas rights shall belong to the Buyer**
69 **effective upon closing.** (see line 205)

70 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, rentals, interest on any mortgage
71 assumed by buyer, condominium, HOA or other association periodic charges or assessments and transferable
72 policies if Buyer so elects. special assessments, city and county charges and tenant's rents, collected or
73 uncollected, shall be prorated as of the date the title has been recorded. Taxes and assessments shall be prorated
74 based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land
75 is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price
76 times the millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the
77 correct tax value of the property as of the date the title has been recorded and pay the current taxes due to the date
78 the title has been recorded. If the property being transferred is new construction and recently completed or in the
79 process of completion at the time the agreement was signed by the parties, the escrow agent is instructed to make
80 a good faith estimate of the taxes to be owed on the value of the improved property to the date the title has been
81 recorded and reserve sufficient funds in escrow from Seller's net proceeds to pay those taxes when they become
82 due and payable after the title has been recorded. The escrow agent is instructed to release the balance of the
83 funds on reserve to Seller once they receive notice from the local county auditor that the taxes on the land and
84 improvements have been paid in full to the date the title has been recorded. Buyer acknowledges that the latest
85 available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. Seller
86 agrees to reimburse Buyer directly outside of escrow for any increase in valuation and the cost of all passed or
87 levied, but not yet certified, taxes and assessments, if any, prorated to the date the title has been recorded. Seller is
88 not aware of any proposed taxes or assessments, public or private, except the following:
89
90

91 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),

92 Buyer Seller agrees to pay the amount of such recoupment.

93 **CHARGES/ESCROW INSTRUCTIONS:** This agreement shall be used as escrow instructions subject to the
94 Escrow Agent's usual conditions of acceptance.

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BUYER'S INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT
Yes MLS - Amended: April 2019

7/6/13/3/21
SELLER'S INITIALS AND DATE

95 Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount
 96 required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the
 97 cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's
 98 commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer
 99 in which case Seller shall pay the entire escrow fee), and h) _____.
 00 Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold
 01 \$ 200 _____ from the proceeds due Seller for payment of Seller's final water and
 02 sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.

03 Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow
 04 fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the
 05 deed and any mortgage, d) _____. If the closing
 06 date cannot occur by the date of closing due to any government regulation or lender requirement, the date of
 07 closing shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14)
 08 business days. The Selling and Listing Brokers request and the Seller(s) and Buyer(s) hereby authorize and
 09 instruct the escrow agent to send a copy of their fully signed, Buyers and Sellers, Closing Disclosures and/or
 10 Settlement Statements, if applicable, to their respective Broker(s) listed on this Agreement promptly after closing,
 11 which Brokers may disburse to other parties to the transaction.

12 **HOME WARRANTY:** Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that
 13 such policies have deductibles, may not cover pre-existing defects in the property, and have items excluded from
 14 coverage. Broker may receive a fee from the home warranty provider. Buyer does does not elect to secure a
 15 Limited Home Warranty Plan issued by _____. The cost of \$ _____
 16 shall be paid by Buyer Seller through escrow.

17 **INSPECTION:** This agreement shall be subject to the following inspection(s) by a qualified inspector of
 18 Buyer's choice within the specified number of days from acceptance of binding agreement. Buyer assumes
 19 sole responsibility to select and retain a qualified inspector for each requested inspection and releases
 20 Broker of any and all liability regarding the selection or retention of the inspector(s). If Buyer does not elect
 21 inspections, Buyer acknowledges that Buyer is acting against the advice of Buyer's agent and Broker. Buyer
 22 understands that all real property and improvements may contain defects and conditions that are not readily
 23 apparent and which may affect a property's use or value. Buyer and Seller agree that the Broker(s) and their
 24 agent(s) do not guarantee and in no way assume responsibility for the property's condition. Buyer acknowledges
 25 that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Buyer's
 26 inspectors regarding the condition and systems of the property.

27 **Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the**
 28 **need for the inspections listed below.**

29 **Waiver:** TD (initials) Buyer elects to waive each professional inspection to which Buyer has not indicated
 30 "yes". Any failure by Buyer to perform any inspection indicated "yes" herein is a waiver of such inspection
 31 and shall be deemed absolute acceptance of the property by Buyer in its "as is" condition.

<u>Choice</u>		<u>Inspections</u>	<u>Expense</u>	
Yes	No		BUYER	SELLER
<input checked="" type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME <u>10</u> days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL WATER..... days from acceptance of Agreement (<input type="checkbox"/> flow, <input type="checkbox"/> potability)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON..... days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	MOLD..... days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PEST/ WOOD DESTROYING INSECTS _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER..... <u>10</u> days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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 BUYER'S INITIALS AND DATE

[Signature]
 SELLER'S INITIALS AND DATE

(list other inspections) Any deemed necessary after initial home inspection.

Within three (3) days after completion of the last inspection, Buyer shall elect one of the following:

- a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If the property is accepted in its "as is" present physical condition, Buyer agrees to sign an *Amendment to the Residential Purchase Agreement* removing the inspection contingency and this agreement will proceed in full force and effect; OR
- b. Accept the property subject to Seller agreeing to have specific items that were identified in a written inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide Seller with a copy of all inspection reports, if requested, and sign an *Amendment to the Residential Purchase Agreement* removing the inspection contingency and identifying the defects which are to be repaired. Seller and Buyer have five (5) days from Seller's receipt of the written list of defects and the inspection report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement is null and void and Seller and Buyer agree to sign a *mutual release*, with the earnest money being returned to the Buyer. (see line 227) The Buyer and Seller can mutually agree in writing to extend the dates for inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide reasonable access to the property for Buyer to review and approve any conditions corrected by Seller, OR Terminate this agreement if written inspection report(s) identify material latent defects not previously disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this agreement based upon newly discovered material latent defects in the property, Buyer agrees to provide a copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a *mutual release*. The earnest money will be returned to the Buyer without any further liability of either party to the other or to the broker(s) (see line 227).

MEGAN'S LAW Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's sex offender law. The Buyer acknowledges that the information disclosed may no longer be accurate and agrees to inquire with the local sheriff's office. Buyer agrees to assume the responsibility to check with the local sheriff's office for additional information. Buyer will rely on Buyer's own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on Seller or any real estate agent involved in the transaction to determine if a sex offender resides in the area of any property Buyer may purchase.

CONDITION OF PROPERTY: Buyer has examined the property and agrees that the property is being purchased in its "As Is" Present Physical Condition including any defects disclosed by the Seller on the Ohio *Residential Property Disclosure Form* or identified by any inspections requested by either party or any other forms or addenda made a part of this agreement. Seller agrees to notify Buyer in writing of any additional disclosure items that arise between the date of acceptance and the date of recording of the deed. Buyer has not relied upon any representations, warranties, or statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this agreement or on the *Residential Property Disclosure Form*.

- 1. Buyer acknowledges receipt of completed *Residential Property Disclosure Form* from Seller
- 2. Buyer has not received *Residential Property Disclosure Form* and Seller agrees to deliver to Buyer a copy of the completed *Residential Property Disclosure Form* within three (3) days after acceptance unless the sale of the property is exempt by Ohio Revised Code 5302.30 from the use of the form.

Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices received from governmental agencies to inspect or correct any current building code or health violations. If applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a *mutual release* with instruction to the Broker on disbursement of the earnest money. (see line 227)

REPRESENTATIONS AND DISCLAIMERS: Buyer acknowledges that the Seller completed the Residential Property Disclosure Form unless otherwise stated above and Seller has not made any representations or warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property

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BUYER'S INITIALS AND DATE
TD 3/3/21

RESIDENTIAL PURCHASE AGREEMENT
Yes MLS - Amended: April 2019

SELLER'S INITIALS AND DATE
[Signature] 3/3/21

!95 Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any mis-statements
!96 or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents
!97 have no obligation to verify or investigate the information provided by the Seller on that form. Buyer acknowledges
!98 that Brokers and their agents have not made any representations, warranties, or agreements, express or implied
!99 regarding the condition or use of the property, including but not limited to any representation that: (a) the basement,
!00 crawl space or slab area do not incur seepage, leakage, dampness, or standing water; (b) the heating, cooling,
!01 plumbing, or electrical system(s) or any built-in appliance is in good working condition or is completely functional;
!02 (c) the roof is weather tight and/or structurally sound; (d) the structure is free from insect infestation, lead paint, or
!03 lead paint hazards; (e) the water supply or septic system, if any, are not deficient in any respect; or (f) radon gas,
!04 urea-formaldehyde foam or asbestos insulation, or any other toxic substance including any toxic form of mold, is
!05 not present on the property. Buyer hereby acknowledges that any representation by Seller or the real estate
!06 agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowner's fees, public and
!07 private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list
!08 any and all verbal representations made by Brokers or their agents that you relied upon when purchasing this
!09 property (if none, write "none")

!10

!11 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the
!12 purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and
!13 complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that
!14 event, Seller and Buyer agree to sign a *mutual release*, with instruction to the Broker on disbursement of the
!15 earnest money on deposit (see line 227). If such damage is less than ten percent of the purchase price, Seller
!16 shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property.

!17 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form
!18 Residential Property Disclosure VA FHA FHA Home Inspection Notice Secondary Offer Condominium
!19 Short Sale House Sale Contingency House Sale Concurrency Lead Based Paint (required if built before 1978)
!20 Homeowner's Association Affiliated Business Arrangement Disclosure Statement Walk-Through Addendum
!21 Other
!22 are made part of this Agreement. **The terms and conditions of any addenda will supersede any conflicting**
!23 **terms in the Purchase Agreement.**

!24 **ADDITIONAL TERMS:** Buyer purchasing property in the current As-Is condition. Seller will not make any repairs
!25 prior to closing. Seller and Buyer to use American Patriot Title for title, escrow and closing.

!26

!27 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of the
!28 earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust
!29 account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is
!30 to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two
!31 years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided
!32 the Broker with such separate signed instructions or written notice that such legal action to resolve the dispute has
!33 been filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller. In all
!34 events, at closing of the transaction, the broker shall have the right to apply earnest money being held by broker
!35 against the real estate commission owed the broker as a result of said closing. If said earnest money
!36 exceeds commission due Broker, the amount over the commission due Broker shall be sent to the escrow agent or
!37 if requested by Seller, the total earnest money shall be sent to the Escrow Agent.

!38 **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the
!39 last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer
!40 and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the
!41 parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be
!42 in writing and be signed/initialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be
!43 deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's

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!44 usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this
!45 Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as
!46 calendar days.

!47 **This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.**

!48 BUYER  3/3/21 Address 121 N. Leavitt Rd. #278

!49 Print Name Buckeye Home Solutions LLC-Tim Debronsky Amherst, OH 44001 ZIP 44001

!50 BUYER  Date _____ Phone 440-281-4747

!51 Print Name _____ Email timdebronsky@gmail.com

!52 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow
!53 funds a commission of \$ _____ or _____ percent (2.5 %) of the

!54 purchase price to _____ (Selling Broker) _____ (Office)

!55 and \$ _____ plus _____ percent (_____ %) of the

!56 purchase price to _____ (Listing Broker) _____ (Office)

!57 SELLER  Address _____

!58 Print Name _____ ZIP _____

!59 SELLER  Date _____ Phone _____

!60 Print Name _____ Email _____

!61 Selling Agent Name, RE License Number, Team
!62 Leader Name (if applicable), Telephone, Email:

!63 Tim Debronsky

!64 2012003122

!65 440.281.4747

!66 timdebronsky@gmail.com

!67 _____

Listing Agent Name, RE License Number, Team
Leader Name (if applicable), Telephone, Email:

Richard Jackson

richardjackson@howardhanna.com

!68 Selling Brokers Name, BR License Number,
!69 Telephone and Email:

!70 Realty Trust Services

!71 440.427.0123

!72 7721 W. Ridge Rd.

!73 Elyria, OH 44035

Listing Brokers Name, BR License Number
Telephone and Email:
