

# Enjoy the Convenience of One-Stop Shopping



I/we understand that working with Howard Hanna entitles me/us to the professional services of a Howard Hanna Mortgage Loan Originator. **Howard Hanna Mortgage Services offers:**


- **Timely Pre-Approvals**
- **Highly competitive mortgage programs**
- **Our Exclusive *Buy Before You Sell & Renovation Plus* Mortgage Programs**
- **Comprehensive Insurance Services through Howard Hanna Insurance**
- **Escrow and Title Services through Erie Title Barristers Group**


- 
- I/we would like to receive a call or meet with a Howard Hanna Mortgage Loan Originator to discuss the best mortgage options available.
- I/we have already begun working with a Howard Hanna Mortgage Loan Originator.

***I/we hereby acknowledge receipt of Howard Hanna's  
Consumer Guide to Agency Relationships.***

**Caitlin Withers**  
Name (please print)

**Ryan Phillips**  
Name (please print)

 07/27/2022  
Signature Date

 07/27/2022  
Signature Date

**Stormy McClurg**  
REALTOR® Name (please print)

**(440)281-4503    [caitlwithers@gmail.com](mailto:caitlwithers@gmail.com)**  
Client(s) Phone Number / Email Address

Acknowledgment



## Howard Hanna Consumer Guide to Agency Relationships



Smythe, Cramer Co (dba Howard Hanna) and all other Ohio real estate brokerages are required by Ohio law to provide you with certain information about how real estate agents work and to have you acknowledge receipt of this information. THIS IS NOT A CONTRACT AND DOES NOT OBLIGATE YOU TO HOWARD HANNA IN ANY WAY.

We are pleased that you have selected us to help you with your real estate needs. Whether you are selling, buying, or leasing real estate, Howard Hanna will provide you with the highest standards of expertise and assistance.

Because buying or selling a home may be your largest financial transaction, it is important to understand the roles of the agents and brokers with whom you will be working. The information below explains how brokerages and agents work for buyers and sellers in real estate transactions. For more information on agency law in Ohio, you also may contact the Ohio Division of Real Estate and Professional Licensing at (614) 466-4100 or at [www.com.state.oh.us](http://www.com.state.oh.us).

**Seller Agency:** Most sellers choose to list their homes 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 such, 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 that they handle in the transaction. Howard Hanna does not offer subagency, which means that it does not authorize any agents to act on a seller's behalf unless the seller specifically appoints that agent. Typically, part of the listing compensation will be shared (normally through a split of a percentage of the purchase price) with the brokerage for the buyer's agent that successfully produced the buyer. Such sharing of listing compensation does not modify or lessen the listing agent's obligations owed to the seller.

**Buyer Agency:** Buyers typically choose to work with a real estate agent. Buyers often want to be represented in the transaction as well. This is known as buyer agency. A brokerage and an agent that agree to represent a buyer 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 that they handle in the transaction. Buyers are advised that sellers and their agents are not obligated to keep confidential the existence, terms or conditions of a buyer's offer. Buyer agents are compensated for their services, often in large part by sharing in the listing compensation paid by the seller. Any such sharing of compensation does not modify or lessen the buyer agent's obligations to the buyer.

**Disclaimer:** Howard Hanna and its agents cannot and do not (a) review all public records relating to properties that are listed or sold by them; or (b) investigate property information contained in prior listing and/or sales files, either within the company or other brokerages. Buyers are advised to investigate the physical condition of the property and all public records to determine its condition and suitability before purchasing it.

**Dual Agency:** Occasionally the same agent and brokerage that represent the seller also represent the buyer in a transaction. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the other client, nor disclose any confidential information to the other party without written consent.

**In-Company Split Agency:** On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, each agent will represent the best interests of their respective clients. When this 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 the position of one client over another. The brokerage also will protect the confidential information of both parties.

**Working with Howard Hanna:** Howard Hanna represents both buyers and sellers. Therefore, it is possible for one agent to represent a buyer who wishes to purchase property listed with another Howard Hanna agent (in-company split agency). If this occurs, then each agent will represent her or his own client, but Howard Hanna and its managers will act as dual agents. This means that the brokerage and its managers will maintain a neutral position and not take any action that favors one client over the other. Howard Hanna will supervise both agents to ensure that their respective clients are being represented and will protect each party's confidential information.

If the buyer and seller are represented by the same agent, then that agent and Howard Hanna will act as dual agents, but only if both parties agree. As dual agents, they will treat both parties honestly, prepare and present offers at the parties' direction, and help the parties to understand their contractual obligations. 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, then you will be asked to consent to it in writing. If you do not agree to dual agency, then you may ask for another agent in Howard Hanna to represent you, or you may seek representation from an attorney or another brokerage. As a buyer, you may choose to represent yourself on properties that Howard Hanna has listed. In this case, Howard Hanna will represent the seller and you would represent your own best interests. However, the listing agent will still be able to provide you with non-confidential information, prepare and present offers at your direction and assist you in the financing and closing process. 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. A Howard Hanna licensee who holds an open house on behalf of a Howard Hanna seller's listing agent will be considered a "host" and not the seller's agent unless it is agreed to in writing or otherwise required by law.

**Working with Other Brokerages:** When Howard Hanna lists a property for sale, it cooperates with and offers to share some of the listing compensation with other brokerages that represent buyers. Howard Hanna reserves the right, in some instances, to vary the compensation that it offers to other brokerages. As a seller, you should understand that Howard Hanna's sharing of a fee with the brokerage representing the buyer does not mean that you will be represented by that brokerage. Instead, the buyer's brokerage and agent will be obligated to advance the buyer's interests and Howard Hanna will represent your interests. When acting as a buyer's agent, Howard Hanna also accepts compensation offered by the listing broker. If the property is not listed by another broker, or the listing broker does not offer compensation, then Howard Hanna will attempt to negotiate for a Seller-paid fee.

**Compensation for Brokerage Services:** If you are a seller represented by Howard Hanna, at closing you will pay listing compensation as described in your Purchase Agreement and/or Exclusive Right To Sell Agreement. This compensation typically consists of both a flat fee (\$325.00) and a percentage of the purchase price. The percentage component is typically split with the buyer's broker and the remainder of that shared with your individual agent; the flat fee amount is retained by Howard Hanna. Both components are for all the general brokerage services Howard Hanna has available and/or provides to you as the seller, including any sharing of compensation with the buyer's brokerage. If you are a buyer represented by Howard Hanna, you will pay buyer broker compensation as described in your Purchase Agreement and/or any Exclusive Buyer Agreement you have with Howard Hanna. The compensation for buyer broker services typically consists of both a flat fee (\$325.00) and a percentage of the purchase price. Typically, the percentage component is covered when Howard Hanna shares in the listing compensation paid by the seller, with such share being split with your individual agent, while the flat fee amount is paid by you as buyer and retained by Howard Hanna. Both components are for all the general brokerage services Howard Hanna has available and/or provides to you as a buyer. If you as buyer wished to proceed in a transaction where there was no sharing of listing compensation, then you could be asked to pay both the flat fee *and* a percentage of the purchase price for services rendered to you; however, because it is Howard Hanna's policy to accept a share of the listing compensation, most buyers pay only the flat fee for their buyer services.

**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. 3601, as amended, 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.

We hope that you find this information helpful 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 brokerage(s). Please ask questions if there is anything that you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to acknowledge receipt of this Consumer Guide. Your "*Acknowledgment of Receipt*" of this Consumer Guide is not a contract and does not obligate you to Howard Hanna in any way.



Real Estate Mortgage Title Insurance

## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT



DATE: July 26, 2022

TO: Caitlin Withers, Ryan Phillips

FROM: Howard Hanna, Howard Hanna Mortgage Services, Great Lakes Field Services, LLC, Erie Title Barristers Group, and Blum & Associates Co., LPA

PROPERTY: 110 Springvale Dr, Amherst, OH 44001-1077

This is to give you notice that Howard Hanna has a business relationship with Howard Hanna Mortgage Services (“HHMS”) for mortgage financing, Howard Hanna Insurance Services, Inc. (“HHIS”) for insurance, Erie Title Barristers Group (“ETB”) for title, escrow and closing services, and Great Lakes Field Services, LLC (“GLFS”) for surveying. Howard Hanna and the above-referenced providers have the same parent company, Hanna Holdings, Inc. (“Holdings”). Holdings owns 100% of HHMS, 100% of HHIS, 49% of GLFS, and 41% of ETBG. Because of this financial relationship, this referral to the above-referenced settlement service providers may provide Howard Hanna a financial or other benefit.

Furthermore, this is to give you notice that F. Duffy Hanna, President of Howard Hanna Financial Services, and Kevin Blum, President of ETBG have a business relationship with Blum & Associates Co., LPA (B&A), which is a law firm. F. Duffy Hanna owns 60% of B&A and Kevin Blum owns 30% of B&A. Because of this financial relationship, a referral to B&A may provide F. Duffy Hanna and Kevin Blum a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed providers as a condition for settlement of your purchase or sale on the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

**HHMS is a HUD-approved mortgage lender.** Fees normally charged by HHMS may include an origination fee (which is listed as a percentage of the loan amount), discount points (which accompany the interest rate you choose and which are listed as a percentage of the loan amount), and other charges associated with obtaining a mortgage from HHMS. The estimated fees are listed below but may vary depending on the loan product you select.

Loan Origination Fee	0-1% of Loan Amount
Bona Fide Points	0-6% of Loan Amount
Commitment Fee	\$0.00 to \$500.00
Advance Equity Application Fee	\$500.00 to \$900.00
Processing Fee	\$375.00 to \$575.00
Loan Admin Fee	\$0.00 to \$950.00

A lender is allowed, however, to require the use of certain settlement service providers, which is explained and disclosed in your **Addendum to Loan Estimate**.

**ETB** is a title, escrow and settlement company. It charges title and settlement fees to both the buyer(s) and seller(s). These estimated fees are listed below. Title Insurance fees on purchases range as follows:

Escrow Fee:	Up to \$425.00 for seller, \$425.00 for buyer
Title Exam:	\$395.00
Title Commitment:	\$100.00
Title Update:	\$75.00

**Owner Fee Title Insurance** (Rates are set by the Ohio Title Insurance Ratings Bureau “OTIRB”):

	Per Thousand or any Fraction thereof:
Up to \$150,000 of liability written	\$5.75
Over \$150,000 and up to \$250,000 add	\$4.50
Over \$250,000 and up to \$500,000 add	\$3.50
Over \$500,000 and up to \$10,000,000 add	\$2.75
Over \$10,000,000 add	\$2.25
Minimum Premium	\$175.00
Survey Coverage	\$100.00
Mechanic's Lien Coverage	10% - 40% of the original rate for the policy, with a minimum charge of \$150.00-\$500.00

There is an increased cost for a Homeowner's Policy of Title Insurance which is set by OTIRB. You may request endorsements on your policy. The cost of the same is also set by OTIRB.

Loan Policy of Title Insurance (Required by your lender, rates set by OTIRB)

Standard Loan Policy	\$100.00
Expanded Coverage Residential Loan Policy	\$125.00
ALTA 4-06 (Condominium Endorsement)	\$50.00
ALTA 5-06 (Planned Unit Dev. Endorsement)	\$50.00
ALTA 8.1-06 (EPA Endorsement)	\$50.00-75.00
ALTA 9-06 (Restrictions, Encroachments, Minerals Endorsement)	\$0.10 per thousand, with a minimum rate of \$150.00
Survey Coverage	\$0-50.00
Mechanic's Lien Coverage	10% - 40% of the original rate for the policy, with a minimum charge of \$150.00-\$500.00

Other endorsements may be requested by your lender. The cost of the same is also set by OTIRB.

Closing Protection Letter Fee: \$40.00 - \$85.00

**Howard Hanna Insurance Services, Inc. (HHIS)** is an insurance agency providing property & casualty insurance. It charges, on behalf of insurance carriers, premium for policies covering an insurable risk, such as a home.

Estimated Premium for Homeowner's insurance:

The average premium for homeowner's insurance premium on properties for homes with a value of \$50,000 to \$250,000 per year ranges between \$400 and \$1800. Consumers are advised that the premiums for homeowner's insurance will vary with the specific property, its size and condition, and the types of coverage requested by the homeowner, required by lender, underwriting or by law. This estimate is not inclusive of any flood or excess hazard that may be required.



**Great Lakes Field Services (GLFS)** is a surveying company. Fees for mortgage location surveys vary with the size of the lot being transferred. Fees for mortgage location surveys range from \$160.00 to \$500.00.



**B&A** is a law firm. It charges fees for the preparation of legal documents. Its fees depend on the complexity of the transaction. The estimated fees for a typical transaction are listed below:

Deed Preparation:	Up to \$125.00
Memorandum of Trust:	Up to \$250.00
Affidavits:	Up to \$150.00
Attorney Opinion Letter (Trust Review):	Up to \$250.00
Power of Attorney (for real estate):	\$150.00

### ACKNOWLEDGMENT

I/We have read this disclosure form and understand that Howard Hanna (a subsidiary of Holdings) is referring me/us to purchase the above-described settlement service(s) from HHMS, HHIS, ETB, GLFS and B&A. and may receive a financial or other benefit as a result of this referral.

 <small>dotloop verified 07/28/22 9:01 PM EDT CWUH-Y3RW-WXXO-4AYG</small>	
SELLER <b>Suk B Gurung</b>	Date
 <small>dotloop verified 07/28/22 9:05 PM EDT ZTDY-5GSR-IEMI-LO7X</small>	
SELLER <b>Krishna B Gurung</b>	Date

	<small>Authentisign</small>	<small>07/27/2022</small>
		
BUYER <b>Brian Withers</b>	Date	
	<small>Authentisign</small>	<small>07/27/2022</small>
		
BUYER <b>Ryan Phillips</b>	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: 110 Springvale Dr, Amherst, OH 44001-1077

Buyer(s): Caitlin Withers, Ryan Phillips

Seller(s): Suk B Gurung, Krishna B Gurung

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Stormy McClurg, and Howard Hanna.  
AGENT(S) BROKERAGE

The seller will be represented by Rakesh Baniya, and Realty Trust Services, LLC.  
AGENT(S) BROKERAGE

## II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.

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

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) \_\_\_\_\_ and real estate brokerage \_\_\_\_\_ will  be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

## CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT  
**Caitlin Withers**  
07/27/2022 11:06 PM EDT  
DATE

BUYER/TENANT  
**Ryan Phillips**  
07/27/2022 11:51 PM EDT  
DATE

SELLER/LANDLORD  
**Suk B Gurung**  
dotloop verified  
07/28/22 9:01 PM EDT  
REDR-ZAQL-RRY4-RYBY  
DATE

SELLER/LANDLORD  
**Krishna B Gurung**  
dotloop verified  
07/28/22 9:05 PM EDT  
MJQ9-6JLG-356W-MJBZ  
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. Forth is 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 offer is 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





# PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE



1 **BUYER:** Caitlin Withers, Ryan Phillips offers to buy the

2 **PROPERTY:** located at 110 Springvale Dr,

3 City Amherst, Ohio, Zip 44001-1077 Permanent Parcel No(s). 05-00-021-103-128

4 The property, which BUYER has examined and accepts in its "AS IS" PRESENT PHYSICAL CONDITION except for  
5 normal wear and tear, shall include the land, all appurtenant rights, privileges and easements, and all buildings and  
6 fixtures, including such of the following as are now on the property: all landscaping, electrical, heating, plumbing and  
7 bathroom fixtures, ceiling fans; central air conditioning systems; all window and door shades, blinds, awnings, screens,  
8 storm windows, curtain rods and drapery hardware; garbage disposal, TV antenna, rotor and control unit; radiator covers,  
9 smoke detectors, garage door opener(s) and 2 controls; all attached wall-to-wall carpeting. The following selected  
10 items shall also remain:  satellite dish;  countertop range;  range;  wall oven;  
11  microwave;  kitchen refrigerator;  second refrigerator;  dishwasher;  washer;  dryer;  window air  
12 conditioner(s);  through the wall air conditioners;  gas grill;  fireplace tools;  screen,  glass doors and  
13  grate;  all existing window treatments;  ceiling fan(s);  wood burner stove inserts;  gas logs; and  
14  water softener (do not check if leased);  humidifier;  dehumidifier;  security system;  freezer;  
15  indoor grill;  mailbox and  invisible fence, transmitter, \_\_\_\_\_ collar(s).

16 Additional Items to be included: \_\_\_\_\_  
17 \_\_\_\_\_

18 Items Excluded: \_\_\_\_\_  
19 \_\_\_\_\_

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

27 **PRICE:** BUYER shall pay the sum of ..... \$ 255,000.00  
28 Payable as follows:

29 **Earnest money** in the form of a check, paid to/deposited with (*check one*)  
30  Listing Broker  Buyers' Broker or  \_\_\_\_\_  
31 and credited against the purchase price ..... \$ 1,000.00  
32 The check shall be deposited immediately upon acceptance  
33 of a binding Agreement as defined below on lines 264-273

34 **Additional Funds** to be deposited in escrow ..... \$ 12,750.00

35 BUYER  will  will not (*check one*) meet down payment requirement  
36 in cash, without regard to the sale and/or closing of any other real property

37 **Mortgage** loan to be obtained by BUYER ..... \$ 241,250.00  
38  CONVENTIONAL,  FHA,  VA  OTHER \_\_\_\_\_  
39 \_\_\_\_\_

40 **FINANCING:** This transaction is conditioned upon BUYER obtaining a commitment for a first mortgage loan (the "Loan") from  
41 Howard Hanna Mortgage Services or such other lending institution chosen by BUYER in the amount set forth above, or in  
42 a lesser amount acceptable to BUYER. BUYER agrees to apply in writing for the Loan and order the appraisal within  
43 5 days after the date of acceptance, to cooperate fully with the lender's requests for information and to use good faith efforts  
44 to obtain the Loan and shall obtain a commitment for the Loan on or before August 29, 2022. If, despite  
45 BUYER'S good faith efforts, a loan commitment has not been obtained, then this Agreement shall be null and void. Upon signing  
46 of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without any further  
47 liability of either party to the other or to the Brokers and their agents. If this is a secondary offer, BUYER shall not be

Purchase Agreement 2/2022  
Page 1 of 6

SELLERS' INITIALS AND DATE

BUYERS' INITIALS AND DATE



Property Address: 110 Springvale Dr, Amherst, OH 44001-1077

48 obligated to make a loan application until after BUYER'S offer becomes the primary contract.

49 **CLOSING:** All documents and funds necessary to complete this transaction shall be placed in escrow with BUYER'S  
50 lending institution or a title company on or before August 29, 2022, and the deed shall be recorded on or  
51 about August 30, 2022, except that if a defect in title appears, SELLER shall have thirty (30) days  
52 after notice from BUYER to remove such defect and, if unable to do so, BUYER may either (1) accept title subject to such  
53 defect without any reduction in the purchase price or (2) terminate this Agreement, in which case neither BUYER,  
54 SELLER nor any REALTOR(S)® shall have any further liability to each other, and both BUYER and SELLER agree to sign  
55 a mutual release, whereupon the earnest money shall be returned to BUYER.

56 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 5 (time)  a.m.  p.m.  
57 0 day(s) after recording of the deed or August 30, 2022, whichever is later. Subject to BUYER'S rights, if any, the  
58 premises may be occupied by the SELLER free for \_\_\_\_\_ (\_\_\_\_) days and an additional \_\_\_\_\_  
59 (\_\_\_\_) days at a rate of \$ \_\_\_\_\_ per day provided, however, that under no circumstances shall SELLER occupy  
60 Premises beyond August 30, 2022 (date). Payment and collection of fees for use and occupancy after transfer of title  
61 are the sole responsibility of SELLER and BUYER and not of the real estate agents or broker involved in the sale.

62 **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if  
63 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any  
64 mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created), including without  
65 limitation subsurface rights, and encroachments, which do not materially adversely affect the use or value of the  
66 property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and  
67 payable. BUYER is encouraged to obtain an Owner's Title Insurance Policy ("OTIP"). An OTIP is different from a  
68 lender's title insurance policy, which will not protect the BUYER from claims and challenges on the title. Seller  
69 shall furnish an OTIP from Erie Title Barristers Group or \_\_\_\_\_  
70 as agreed to by the parties, in an amount of the purchase price.

71 **LIMITED HOME WARRANTY:** Home Warranties DO NOT COVER PRE-EXISTING DEFECTS in the property nor does  
72 the existence of a warranty preclude the advisability of professional inspection(s). BUYER  does elect  does not elect  
73 (MARK THE APPROPRIATE BOX) to secure a Home Warranty Plan issued by Home Security of America, Inc. The cost of  
74 \$ \_\_\_\_\_ shall be paid by  SELLER  BUYER through escrow.



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

91 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), then  
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. If there is any conflict between the escrow agent's usual conditions of  
95 acceptance and this Agreement, the terms of this Agreement shall prevail.

96 **SELLER shall pay** the following costs through escrow: a) any governmental conveyance fee or transfer tax; b) any  
97 amount required to discharge any mortgage, lien or encumbrance not assumed by BUYER and to record the cancellation  
98 thereof; c) title exam and one half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) deed prepara  
99 tion costs; e) prorations due BUYER; f) real estate brokerage commissions as described in lines 303-305 below; and g)  
100 one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by BUYER, in which case  
101 SELLER shall pay the entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or  
102 date of possession, whichever is later. The escrow agent shall withhold \$ 200.00 from the proceeds due SELLER  
103 for the SELLER'S final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

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SELLER'S INITIALS AND DATE

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BUYER'S INITIALS AND DATE

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104 BUYER shall pay the following through escrow: a) one-half of the escrow fee (unless prohibited by VA/FHA
105 regulations); b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees
106 for the deed and any mortgage, and d) BUYER'S share of Howard Hanna's real estate commission for buyer broker
107 services rendered to BUYER. Howard Hanna's real estate commission for all general brokerage services that Howard
108 Hanna will provide to BUYER consists of two components: (i) a brokerage flat fee of \$325, paid by BUYER; AND (ii) the
109 commission listed below on lines 303-305, which percentage component is being offered and will be paid by SELLER to
110 Howard Hanna as the cooperating broker that successfully produced the BUYER. BUYER shall secure new insurance on
111 the property. The cost of the home warranty plan, if any, shall be charged as shown in line 74 above.

112 [X] The SELLER hereby authorizes and instructs the escrow agent to send a copy of the fully signed ALTA Settlement
113 Statement to the SELLER'S Broker listed on this Agreement promptly after closing.

114 [X] The BUYER hereby authorizes and instructs the escrow agent to send a copy of the fully signed ALTA Settlement
115 Statement to BUYER'S Broker listed on this Agreement promptly after closing.

116 INSPECTIONS: BUYER shall have licensed inspectors perform, at BUYER'S expense, the inspection(s) indicated
117 below. A licensed inspector is a person engaged full-time for profit in the business directly related to the inspection
118 service indicated and licensed by the Ohio Division of Real Estate and Professional Licensing. BUYER must indicate
119 "yes" for each professional inspection desired and the number of days following the date of Acceptance that BUYER
120 has to conduct each inspection elected. BUYER assumes sole responsibility to select and retain a licensed inspector
121 for each requested inspection and releases Broker of any and all liability regarding the selection or retention of the
122 inspector(s). If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of
123 BUYER'S agent and broker. BUYER understands that all real property and improvements may contain defects and
124 conditions that are not readily apparent and which may affect a property's use or value. BUYER and SELLER agree
125 that the Broker(s) and their agents do not guarantee and in no way assume responsibility for the property's condition.
126 BUYER acknowledges that it is BUYER'S own duty to exercise reasonable care to inspect and make diligent inquiry of
127 the SELLER or BUYER'S inspectors regarding the condition and systems of the property.

128 INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHA/VA DO NOT
129 NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

130 WAIVER: [CW] [RP] (initials) BUYER elects to waive each licensed inspection to which BUYER has not indicated
131 "YES." Any failure by BUYER to perform, within the time specified, any inspection indicated "YES" herein is a waiver of
132 such inspection and shall be deemed absolute acceptance of the property by BUYER in its "AS IS" condition.

Table with 4 columns: Choice (Yes/No), Inspection, Expense (BUYER'S/SELLER'S). Rows include GENERAL HOME, SEPTIC SYSTEM, WATER POTABILITY, WELL FLOW RATE, RADON, and MOLD\*.

139 \*Buyer is advised to hire a licensed inspector who is qualified to determine whether mold is present in the property, what
140 type of mold is present and to propose an appropriate treatment of any mold that is discovered. Both prior and current water
141 leaks and water damage to a property can result in the existence of mold which may cause adverse health effects.

142 [ ] [X] OTHER \_\_\_\_\_ days from acceptance of AGREEMENT [ ] [ ]
143

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

145 (A) Remove the inspection contingency and accept the property in its "AS IS" present physical condition.
146 If the property is accepted in its "AS IS" present physical condition, then BUYER agrees to sign an
147 Amendment/Removal of Contingency;

148 (B) Accept the property subject to SELLER agreeing to have specific material defects, that were either previously
149 disclosed in writing by the SELLER or identified in a written inspection report, repaired by a qualified
150 contractor in a professional manner at SELLER'S expense; BUYER agrees to provide SELLER with a
151 copy of all inspection reports and to sign an Amendment to Purchase Agreement removing the
152 inspection contingency and identifying those specific material defects which are to be repaired.
153 SELLER and BUYER shall have three (3) days from SELLER'S receipt of BUYER'S written request and

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154 copies of inspection reports to agree in writing which material defect(s), if any, shall be corrected by SELLER  
155 at SELLERS' expense. If BUYER and SELLER do not agree in writing within those three (3) days, then this  
156 AGREEMENT shall be null and void, and SELLER and BUYER agree to sign a mutual release, whereupon  
157 the earnest money shall be returned to BUYER. SELLER agrees to provide reasonable access to the property  
158 for BUYER to review any such material defects corrected by SELLER. For purposes of this  
159 AGREEMENT, "material defects" DO NOT include minor routine maintenance. **OR**

160 (C) Terminate this Agreement if BUYER'S written inspection report(s) or any other source(s) identify material  
161 defects NOT previously disclosed in writing by SELLER. If BUYER elects to terminate, BUYER agrees  
162 to provide a copy of the written inspection report(s) to SELLER, and both parties agree to promptly sign a  
163 mutual release, whereupon the earnest money shall be returned to BUYER.

164 **Yes No**

165   **PEST/WOOD DESTROYING INSECTS:** An inspection of all structures on the property shall be made within  
166 \_\_\_\_\_ days by a licensed inspection or exterminating agency of  BUYER'S or  SELLER'S choice at  
167  BUYER'S  SELLER'S expense and such agency's written report made available to the BUYER before closing. If such  
168 report shows existing infestation or damage by pests, termites or other wood destroying insects, treatment of the condition  
169 shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at least one  
170 year in the case of termites and a certificate of guarantee for a period of at least 60 days in the case of wood destroying  
171 insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE  BUYER OR  SELLER (unless  
172 FHA/VA regulations prohibit payment of inspection and/or repair expenses by BUYER, in which case SELLER shall pay  
173 such costs and/or repair expense). This agreement may be voided by either party, if the repair exceeds \$500.00. In that  
174 event, SELLER and BUYER agree to sign a mutual release whereupon the earnest money shall be returned to the BUYER.

175 **Yes No**

176   **LEAD-BASED PAINT:** BUYER shall have the right to have a risk assessment or inspection of the  
177 property by a licensed inspector, for the presence of lead-based paint and/or lead-based paint hazards at  
178 BUYER'S expense within \_\_\_\_\_ days after acceptance. (Intact lead-based paint that is in good condition is not  
179 necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home" for more information.)  
180 In the event existing deficiencies or corrections are identified by the inspector in their written report, BUYER  
181 shall have the right to terminate the AGREEMENT or request that the SELLER repair the specific existing  
182 deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a  
183 copy of the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER'S  
184 request for repairs, SELLER shall have the option to either agree to correct the deficiencies identified in the  
185 inspector's written report or decline to do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees to  
186 provide to BUYER prior to Title Transfer a certificate from a qualified risk assessor or inspector demonstrating  
187 that the deficiencies have been remedied. If the SELLER declines to correct the deficiencies, BUYER may elect to  
188 terminate the AGREEMENT or accept the property in its "AS IS" condition. BUYER may remove this right of inspection  
189 at any time without SELLER'S consent.

190 BUYER  HAS [initials] [RP] (BUYER'S initials)  HAS NOT \_\_\_\_\_ (BUYER'S initials) received a copy of  
191 the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the  
192 "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS."

193 If BUYER has not received such pamphlet and disclosure, then this offer is subject to the SELLER completing  
194 the disclosure form and BUYER'S review and approval of the information contained on the disclosure form within \_\_\_\_\_  
195 days from receipt.

196 The BUYER and SELLER can mutually agree IN WRITING to extend the dates for inspections, repairs, or to exercise their  
197 right to terminate the Agreement. SELLER agrees to provide reasonable access to the property for BUYER to review and  
198 approve any conditions corrected by SELLER. If this is a secondary offer, the number of days specified for each of the  
199 inspections indicated in lines 132-142 shall be from the date this becomes the primary contract and not from the date of  
200 acceptance.

201 **MEGAN'S LAW:** SELLER represents that SELLER has disclosed to BUYER all notices received pursuant to Ohio's  
202 sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and assumes the  
203 responsibility to check with the local sheriff's office for current, complete and accurate information. BUYER will rely on  
204 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  
205 any real estate agent involved in the transaction to determine if a sex offender resides in the area of the property.

206 **CONDITION OF PROPERTY:** BUYER has examined the property and agrees that the property is being purchased in its  
207 "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on the State of Ohio *Residential*  
208 *Property Disclosure Form*, identified by any inspections requested by either party or on any other forms or addenda made a  
209 part of this Agreement or identified by any other source. SELLER warrants to BUYER that SELLER has completed the  
210 State of Ohio Residential Property Disclosure Form accurately and thoroughly and that no additional items of disclosure have

[initials] [RP]  
SELLERS' INITIALS AND DATE

[initials] [RP] 07/27/2022  
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211 occurred since the SELLER'S completion of that form. SELLER agrees to notify BUYER in writing of any additional  
212 disclosure items that arise between the date of acceptance and the date of recording of the deed. BUYER has not relied  
213 upon any representations, warranties or statements about the property (including but not limited to its condition or use)  
214 unless otherwise disclosed on this AGREEMENT or on the *Residential Property Disclosure Form*. BUYERS must  
215 initial one of the following:

216 BUYER  HAS [w] [RP] (BUYER'S initials), prior to signing this offer, received a copy of the *Residential*  
217 *Property Disclosure Form* which was signed by SELLER on July 21, 2022 (date).

218 BUYER  HAS NOT \_\_\_\_\_ (BUYER'S initials) received a copy of the *Residential Property Disclosure Form*.  
219 This offer is subject to the SELLER completing the Residential Property Disclosure Form and BUYER'S review and  
220 approval of the information contained on the disclosure form within \_\_\_\_\_ days from receipt.

221 BUYER acknowledges that the SELLER completed the *Residential Property Disclosure Form* and agrees to hold the  
222 Brokers and their agents harmless from any misstatements or errors made by the SELLER on that form. BUYER also  
223 acknowledges and agrees that the Brokers and their agents have no obligation to verify or investigate the information  
224 provided by the SELLER on that form. BUYER hereby acknowledges that any representation by SELLER or the real  
225 estate agent(s) regarding the square footage of the rooms or structures, the lot dimensions, homeowners' fees, public  
226 and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed.

227 **Please list any and all verbal representations made by Brokers or their agents that you relied upon when**  
228 **purchasing this property (if none, write "none").** none  
229 \_\_\_\_\_

230 SELLER agrees to leave the property in broom clean condition with all rubbish and personal items removed by closing.

231 SELLER shall pay all costs for the repair of any leak(s) in the water or gas main supply lines found between the street and  
232 foundation at the time of transfer or restoration of utilities. SELLER agrees to comply with any and all local governmental  
233 point of sale laws and/or ordinances. SELLER shall promptly provide BUYER with copies of any notices received from  
234 governmental agencies to inspect or correct any current building code or health violations. If applicable, BUYER and  
235 SELLER shall have Three ( 3 ) days after receipt by BUYER of all notices to agree in writing which party shall be  
236 responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in  
237 writing, this AGREEMENT can be declared null and void by either party. In that event, SELLER and BUYER agree to sign a  
238 mutual release with instruction to the Broker for disbursement of the earnest money on deposit.

239 **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that BUYER is relying upon BUYER'S own  
240 inspection and evaluation of the property, whether performed by BUYER or BUYER'S independent inspectors or contractors,  
241 in determining the property's condition or fitness. BUYER understands that Howard Hanna and its agents do not warrant  
242 the condition or systems of the property or guarantee that SELLER has disclosed all defects.

243 BUYER acknowledges that, except as specifically noted on lines 227-229 above, Howard Hanna and its agents have  
244 not made any representations, warranties, or agreements, express or implied regarding the condition or use of  
245 the property, including but not limited to any representation that: (a) the basement, crawl space, or slab area do not  
246 incur seepage, leakage, dampness, or standing water; (b) the heating, cooling, plumbing, or electrical system(s) or  
247 any built-in appliance is in good working condition or is completely functional; (c) the roof is weather tight and/or  
248 structurally sound; (d) the structure is free from insect infestation, lead paint, or lead paint hazards; (e) the water  
249 supply or septic system, if any, are not deficient in any respect; or (f) radon gas, urea-formaldehyde foam or  
250 asbestos insulation, or any other toxic substance including any toxic form of mold, is not present on the property.

251 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase  
252 price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and complete this  
253 transaction or may terminate this AGREEMENT and receive the return of all deposits made. In that event, SELLER  
254 and BUYER agree to sign a mutual release with instruction to the Broker for disbursement of the earnest money on  
255 deposit. If such damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior  
256 condition and BUYER agrees to complete the purchase of the property.

257 **MONEY BACK GUARANTEE:** (Elect one) BUYER  does elect  does not elect to purchase the Howard Hanna  
258 Money Back Guarantee Program, subject to Program's terms and conditions. If BUYER elects the Program, then this  
259 Agreement and BUYER'S obligations hereunder are conditioned upon approval of BUYER'S Application to  
260 Repurchase by Home Trade-In Company, Inc. ("HTCI") within seven (7) days from Acceptance as herein defined.  
261 BUYER'S fully-executed Application, including BUYER'S agreement to pay HTCI a fee of 1% of the purchase price, is  
262 attached hereto. If HTCI does not approve the Application, then this Agreement shall be null and void and BUYER and  
263 SELLER agree to sign a mutual release whereupon the earnest money shall be returned to BUYER.

264 **BINDING AGREEMENT:** For purposes of this AGREEMENT, "acceptance" shall occur upon the written acceptance,  
265 without any material change to the last offer or counter offer, and either the verbal or written communication of that  
266 acceptance to the last offering party or their agent. For purposes of this Agreement, "days" shall be defined as calendar  
267 days. Upon acceptance, this offer and all attachments and addenda, shall become an AGREEMENT binding on BUYER and

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[KBJ] [SDJ]  
SELLER'S INITIALS AND DATE

[w] [RP] 07/27/2022  
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268 SELLER, their heirs, executors, administrators, successors and assigns and shall be deemed to contain all the terms,  
269 conditions, representations and warranties, either expressed or implied, agreed upon by the BUYER and SELLER with  
270 respect to this transaction. All counter-offers, amendments, changes or deletions to this AGREEMENT shall be in writing and  
271 be signed by both BUYER and SELLER. Facsimile or other electronically transmitted signatures shall be deemed binding  
272 and valid. THIS IS A LEGALLY BINDING CONTRACT. The parties should consult an attorney or other professional if in need  
273 of legal or tax advice.

274 **ADDITIONAL TERMS:** \_\_\_\_\_  
275 \_\_\_\_\_  
276 \_\_\_\_\_

277 **ADDENDA:** The additional terms and conditions in the following checked addenda and/or attachments  Agency  
278 Disclosure Statement;  Residential Property Disclosure;  VA/FHA Addendum;  FHA Home Inspection Notice;  
279  Condominium;  House Sale Contingency;  House Sale Concurrence;  Lead-Based Paint;  Homeowner's  
280 Association;  Application to Repurchase by Home Trade-In Company, Inc. (if BUYER elects Money Back Guarantee  
281 Program)  Walk Through Addendum;  Other \_\_\_\_\_  
282 are made a part of this Agreement. The terms and conditions of all such addenda or attachments shall supersede any  
283 conflicting terms in this Agreement.


284 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of  
285 the earnest money, the broker is required by Ohio law to maintain such funds in the broker's trust account until the  
286 broker receives (a) written instructions signed by the parties specifying how the earnest money is to be disbursed or  
287 (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date  
288 the earnest money was deposited in the broker's trust account, the parties have not provided the broker with such  
289 signed instruction or written notice that such legal action to resolve the dispute has been filed, the broker  
290 shall return the earnest money to the purchaser with no further notice to the seller. The broker shall acknowledge  
291 receipt of the earnest money shown on line 31 to the escrow agent who shall credit that amount to the Buyer's escrow  
292 account. Unless otherwise stated herein, the earnest money shall be retained in the broker's trust account until after  
293 title transfer at which time it shall be applied against any compensation due the broker. Any amount by which the  
294 earnest money exceeds the compensation due the broker shall be remitted to the escrow agent.

295 **BUYER:**  07/27/2022 Address: 11911 West Pleasant Valley Rd  
296 Print name: Caitlin Withers **Parma, OH** ZIP: 44130

297 **BUYER:**  07/27/2022 Phone: (440)281-4503 Email: caitlwithers@gmail.com  
298 Print name: Ryan Phillips Date: 07/27/2022

299 **DEPOSIT RECEIPT:** Receipt is hereby acknowledged, of \$1,000.00 earnest money, subject to the  
300 terms of the above offer.

301 **HOWARD HANNA (License # 0000189163):**

302 By:  07/27/2022 (License # 2019000512) Office: Amherst Phone: (440) 935-9493


303 **ACCEPTANCE:** SELLER accepts the above offer and hereby instructs the Escrow Agent to pay from SELLER'S  
304 escrow funds a brokerage flat fee of \$325, if the property is listed with Howard Hanna, and 3 / 2 %  
305 of the purchase price to Howard Hanna, 6000 Parkland Blvd, 3rd Floor, Mayfield Heights, OH 44124


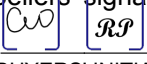
306 Listing Broker: Realty Trust License # \_\_\_\_\_ Listing Agent: Rakesh Baniya License # 2019007609Y

307 **SELLER:** \_\_\_\_\_ Address: \_\_\_\_\_  
308 Print name: Suk B Gurung \_\_\_\_\_ ZIP: \_\_\_\_\_

309 **SELLER:** \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
310 Print name: Krishna B Gurung Date: \_\_\_\_\_

311 **COUNTER OFFER TERMS:** \_\_\_\_\_  
312 \_\_\_\_\_

313  dotloop verified 07/28/22 9:01 PM EDT Q7WF-INQY-BT22-QY7B  
314 Sellers' signature \_\_\_\_\_ Date \_\_\_\_\_  
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 dotloop verified 07/28/22 9:05 PM EDT 4116-TDBO-VFK1-KWTX  
Sellers' signature \_\_\_\_\_ Date \_\_\_\_\_  
 07/27/2022  
BUYERS' INITIALS AND DATE



### WALK-THROUGH ADDENDUM





This Addendum is made part of the Agreement between  
Caitlin Withers, Ryan Phillips ("Buyer")  
and Suk B Gurung, Krishna B Gurung ("Seller")  
for 110 Springvale Dr, Amherst, OH 44001-1077 (the "Property")  
with offer dated July 27, 2022.

The parties agree that Buyer will be given an opportunity to walk through the Property on or about 1 day(s) prior to the date of title transfer solely for the purpose of verifying that the Property is in the same or similar condition, absent normal wear and tear, that it was at the time of the execution of the Agreement.

Buyer acknowledges and agrees that no issues may be raised at the time of the walk-through with respect to any condition of the Property that was in existence at the time of Buyer's viewing or inspection of the Property.

In the event that the walk-through evidences a material adverse change in the condition of the Property, then Buyer shall promptly notify the Seller and the escrow agent in writing. Thereafter, the parties shall mutually agree in writing upon an amount to be either:

- (1) held in escrow from Seller's proceeds pending correction of the material adverse change; or
- (2) credited to Buyer through escrow at the time of title transfer.

BUYER:  <u>Caitlin Withers</u>	SELLER:  <u>Suk B Gurung</u>	<small>dotloop verified 07/28/22 9:01 PM EDT 3SDP-YNFX-P8IH-Z5H6</small>
BUYER:  <u>Ryan Phillips</u>	SELLER:  <u>Krishna B Gurung</u>	<small>dotloop verified 07/28/22 9:05 PM EDT R03M-FRMG-05FR-1C91</small>
DATE: <u>07/27/2022</u>	DATE: <u>07/27/2022</u>	DATE: <u>07/28/2022</u>

**Removal of Walk-Through:** The undersigned Buyer hereby waives and removes the Walk-Through in the above referenced purchase agreement.

BUYER: \_\_\_\_\_ BUYER: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

## CAUTION — Your Action is Required Soon

US Department of Housing  
and Urban Development  
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538  
(exp. 06/30/2021)

# For Your Protection: Get a Home Inspection

### You must make a choice on getting a Home Inspection. It is not done automatically

You have the right to examine carefully your potential new home with a professional home inspector. But a home inspection is not required by law, and will occur only if you ask for one and make the arrangements. You may schedule the inspection for before or after signing your contract. You may be able to negotiate with the seller to make the contract contingent on the results of the inspection. For this reason, it is usually in your best interest to conduct your home inspection as soon as possible if you want one. In a home inspection, a professional home inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

### The Appraisal is NOT a Home Inspection and does not replace an inspection.

An appraisal estimates the market value of the home to protect the lender. An appraisal does not examine or evaluate the condition of the home to protect the homebuyer. An appraisal only makes sure that that the home meets FHA and/or your lender's minimum property standards. A home inspection provides much more detail.

### FHA and Lenders may not Guarantee the Condition of your Potential New Home

If you find problems with your new home after closing, neither FHA nor your lender may give or lend you money for repairs. Additionally, neither FHA nor your lender may buy the home back from you. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

### Your Home Inspector may test for Radon, Health/Safety, and Energy Efficiency

EPA, HUD and DOE recommend that houses be tested and inspected for radon, health and safety, and energy efficiency, respectively. Specific tests are available to you. You may ask about tests with your home inspector, in addition to the structural and mechanical systems inspection. For more information: Radon — call 1-800-SOS-Radon; Health and Safety — see the HUD Healthy Homes Program at [www.HUD.gov](http://www.HUD.gov); Energy Efficiency — see the DOE EnergyStar Program at [www.energystar.gov](http://www.energystar.gov).

### Selecting a Trained Professional Home Inspector

Seek referrals from friends, neighbors, other buyers, realtors, as well as local listings from licensing authorities and local advertisements. In addition, consult the American Society of Home Inspectors (ASHI) on the web at: [www.ashi.org](http://www.ashi.org) or by telephone at: 1-800-743-2744.

I /  We (check one) have read this document and understand that if I/we wish to get a home inspection, it is best do so as soon as possible. The appraisal is not a home inspection. I/we will make a voluntary choice whether to get a home inspection. A home inspection will be done only if I/we ask for one and schedule it. Your lender may not perform a home inspection and neither FHA nor your lender may guarantee the condition of the home. Health and safety tests can be included in the home inspection if I/we choose.

Authentisign  
  
7/27/2022 12:34 PM EDT  
**(Signed) Homebuyer**  
Caitlin Withers  
Date

Authentisign  
  
7/27/2022 12:34 PM EDT  
**(Signed) Homebuyer**  
Ryan Phillips  
Date

Public reporting burden for this collection is estimated at an average of 30 minutes to review the instructions, find the information, and complete this form. The agency cannot conduct or sponsor a collection of information unless a valid OMB number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB numbers can be located on the OMB Internet page at <http://www.whitehouse.gov/library/omb/OMBINVC.html> - HUD if desired you can call 1-200-827-1000 to get information on where to send comments or suggestions about this form.



HUD-92564-CN (expiration)



## Equal Opportunity in Housing is The Law

The sale and purchase of a home is among the most significant events most people will experience in a lifetime. This process often impacts the hopes, dreams, aspirations and economic destiny of those involved in it.

Equal Opportunity in Housing is “the law of the land” and the right of every person in this country.

Federal law prohibits discrimination in the sale, lease or rental of real property based on race, color, religion, sex, disability, familial status or national origin. It is also illegal for anyone to coerce, intimidate, threaten or interfere with any other person who is exercising his or her rights under the fair housing laws. In addition, Ohio law prohibits discrimination based on military status. Some communities may also have local laws that expand upon basic protections offered by the federal and Ohio laws.

### **If you are a home seller or landlord, you should know ...**

- You cannot discriminate in the sale or rental of property on the basis of race, color, religion, sex, military status, disability, familial status or national origin.
- You cannot expect a licensed broker or licensed sales associate acting as your agent to convey for you any limitations in the sale or rental of property based on race, color, religion, sex, military status, disability, familial status or national origin. Nor may a licensed broker or licensed sales associate obey any discriminatory requests, such as disclosing a prospect's race, religion or national origin.
- You cannot deny that housing is available for inspection, sale or rent when it really is available.
- You cannot show any preference in advertising for persons of a certain race, color, religion, sex, disability, familial status or national origin.
- You cannot treat a buyer differently with respect to the terms and conditions of financing, negotiating or any other aspect of the transaction. A delay in responding to an offer, refusal to consider some types of financing or an alteration in terms can be perceived as discriminatory. Understand that “different treatment” refers to the effect on the buyer, not your intent.

### **If you are a home buyer or tenant, you have a right to expect ...**

- Housing in your price range made available to you without discrimination on the basis of race, color, religion, sex, military status, disability, familial status or national origin.
- Professional services of a real estate agent offering you a broad range of housing choices without discriminatory limitations on communities or locations of housing.
- No discrimination in the financing, appraising or insuring of housing.
- Reasonable accommodations in rules, practices or procedures for persons with disabilities.
- Non-discriminatory terms and conditions for the sale, rental, financing or insuring of a dwelling.
- To be free from harassment or intimidation for exercising your fair housing rights.

If you believe that discriminatory treatment in the availability, purchase or rental of housing has occurred, your local Board of Realtors® can give you more information about filing a professional standards complaint. Complaints alleging discrimination may also be filed with the nearest office of the Department of Housing and Urban Development (HUD), a local fair housing advocacy group or private legal counsel.

Everyone benefits from an open housing market. Restrictions limit the pool of potential buyers. When all buyers are welcome, you are more likely to receive the best offer for your home. When a buyer is free to look anywhere, he or she is able to find the most suitable property for his or her needs. It is Howard Hanna's privilege to provide the broadest market of potential buyers for your home.

**Buying or selling your home?**  
**[www.HowardHanna.com](http://www.HowardHanna.com)**





**ANTI-FRAUD DISCLOSURE TO CONSUMERS:**

Anti-Fraud Disclosure Statement Electronic communications such as email, text messages and social media messaging, are neither secure nor confidential. While Howard Hanna Real Estate Services has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties.

Howard Hanna Real Estate Services will never send you any electronic communication with instructions to transfer funds or to provide nonpublic personal information, such as credit card or debit numbers or bank account and/or routing numbers.

YOU SHOULD NEVER TRANSMIT NONPUBLIC PERSONAL INFORMATION, SUCH AS CREDIT OR DEBIT CARD NUMBERS OR BANK ACCOUNT OR ROUTING NUMBERS, BY EMAIL OR OTHER UNSECURED ELECTRONIC COMMUNICATION. EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS ARE COMMON AND MAY APPEAR TO COME FROM A TRUSTED SOURCE.

If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM Howard Hanna Real Estate Services, do not respond to it and immediately contact your agent with Howard Hanna Real Estate Services. Such requests, even if they may otherwise appear to be from Howard Hanna Real Estate Services, are likely part of a scheme to defraud you by stealing funds from you or using your identity to commit a crime. To notify Howard Hanna Real Estate Services of suspected fraud related to your real estate transaction, contact your agent IMMEDIATELY.

**ACKNOWLEDGMENT:**

I/we have read this Anti-Fraud Disclosure Statement and understand that Howard Hanna Real Estate Services will never send me/us any electronic communication with instructions to transfer funds or provide financial account numbers or other nonpublic personal information.

	<u>07/27/2022</u>		<u>07/27/2022</u>
Signature <b>Caitlin Withers</b>	(Date)	Signature <b>Ryan Phillips</b>	(Date)



Coverage for: Maryland, Michigan, New York, Ohio, Pennsylvania, and West Virginia

Don't let home protection be an afterthought. Choose the right home warranty for your home.

An HSA™ Home Warranty can help protect your budget from being derailed by unexpected costs.



Enjoy additional coverage and services from HSA Home Warranty, such as:

- ✓ Rekey service
- ✓ TV installation and setup
- ✓ Seller HVAC Option
- ✓ Electronics coverage
- ✓ New appliance and air filter discounts
- ✓ and more!
- ✓ Seasonal HVAC tune-ups
- ✓ Buyer 7 Star Upgrade

See page 2 for details.

# THE PROTECTION AND CONVENIENCE YOU NEED

A home is one of the largest investments a person will ever make, so it's important to protect it. With an HSA Home Warranty, you can do just that.

A home warranty is a service contract that will help protect your budget against the cost of covered repairs or replacements to the major components of home systems and appliances that fail due to normal wear and tear.

Plus, we remove the time-consuming task of having to find a service company. When there's a failure, simply call us and we'll dispatch a qualified home repair professional to take care of you.

**HSA Home Warranty is committed to delivering exceptional service every step of the way. When you're in need of a repair, you'll find HSA's commitment to quality throughout the process.**

## THE EXTRAS YOU WANT

We made our coverage buildable because every home is different. Start with our basic plan, and then add on to it to complete your home warranty coverage.



Seller HVAC Option



Electronics coverage



Pool coverage

## Optional Coverage

Choose **optional coverage** to create a plan that perfectly fits your home.

- + **Buyer 7 Star Upgrade** adds increased coverage on some appliances and home system components, includes improper installations and repairs, removal and disposal of replaced equipment, and more
- + **Seller HVAC Option** for heating and A/C coverage while a home is on the market
- + **The Electronics Plan** by Asurion®
- + **Pool coverage**
- + **And more!**

## Additional Services

An HSA Home Warranty gives you the comfort of knowing you're protected – and the convenience of being prepared for what's beyond the breakdowns with home services, like:

- ✓ **Rekey service**
- ✓ **Seasonal HVAC tune-ups**
- ✓ **TV installation and setup** from HelloTech
- ✓ **New appliance and air filter discounts**



Rekey service



HVAC tune-ups



Discounts on new appliances

Limitations and exclusions apply. See contract for details.

Additional services are not included in Seller Coverage. For buyer use only.

Seasonal HVAC tune-ups: Tune-ups are available seasonally (spring: A/C; fall: heating) for \$75 per unit. **Not available in Alaska.**

Electronics Plan by Asurion: This option is subject to a \$2,000 per Electronics Plan claim limit and a \$5,000 aggregate Electronics Plan claim limit. Electronics-related coverage and services are provided by Asurion Services, LLC.

TV Installation and setup from HelloTech: Only for TVs 60 inches or smaller, to be mounted onto drywall backed by wooden studs for a rate of \$99. Mounting brackets not included. Additional charges for different surfaces, metal studs, and TVs larger than 60 inches. **Not available in all states.**

# UNDERSTAND YOUR HOME WARRANTY

With an HSA Home Warranty, you get valuable coverage for your mechanical systems and appliances; however, not all services and failures are covered. HSA wants to help you understand the coverage, so you see the value in having our home warranty. For a complete understanding of your HSA Home Warranty, read the sample contract portion of this brochure.

The following services:



- Do not qualify for coverage:**
- Normal maintenance or cleaning
  - Drain line stoppages due to roots



- May not qualify for repair:**
- Improper installation
  - Code violations



- May incur additional costs:**
- Disposal of the replaced equipment
  - Modifications required to fit new equipment
  - Code violations
  - Permit fees
  - Coolant evacuation and recovery

Coverage for some of the above services is available in our Buyer 7 Star Upgrade Package. You can review the enhanced coverage included in this upgrade in the section below.

SELLER/ BUYER COVERAGE			
Basic Plan with \$100 Trade Call Fee			\$500
SELLER HVAC OPTION			
Central heat, central air/heat pump and thermostat, ductwork and attached humidifier			\$60
BASIC PLAN	SELLER	BUYER	BUYER 7 STAR UPGRADE \$149
Central heat, central air/heat pump and thermostat	Optional \$60	✓	Crane charges for rooftop air conditioning or heating equipment
Ductwork and attached humidifier		✓	Central heat and air: registers, grills, filters & heat lamps
Toilet tank and bowl (builder's standard); wax ring seals	✓	✓	Central air: refrigerant recovery and non-ducted window or wall air conditioner
Plumbing parts	✓	✓	Faucets and showerheads (replaced with chrome builder's standard)
Polybutylene leaks	✓	✓	Toilets replaced with like quality
Water, gas, drain and waste lines	✓	✓	Smoke alarms
Routing of drain line stoppages	✓	✓	Garage door opener: hinges, springs, keypad and remote transmitter
Water heater, instant hot water dispenser and sump pump	✓	✓	Refrigerator: refrigerant recovery and ice maker/beverage dispenser
Failures due to water heater sediment	✓	✓	Trash compactor lock/key assembly & bucket
Whirlpool bathtub	✓	✓	Dishwasher racks, baskets & rollers
Electrical system	✓	✓	Built-in microwave interior lining, door glass, clock and shelves
Attic fans, exhaust fans and ceiling fans	✓	✓	Oven/range interior lining, clocks, rotisseries, racks, handles, knobs and dials
Garage door opener	✓	✓	\$250 toward code violations
Lighting fixtures, central vacuum, doorbell, burglar & fire alarm	✓	✓	\$500 toward modifications on central heat, air or water heater
Refrigerator	✓	✓	Permits up to \$250 per occurrence
Trash compactor, dishwasher & garbage disposal	✓	✓	Mismatched heating and air conditioning systems
Oven, stove top/range & built-in microwave oven	✓	✓	Improper installations/modifications
Failures due to lack of maintenance	✓	✓	Removal and disposal of replaced equipment
Failures due to rust and corrosion	✓	✓	BUYER OPTIONS
Rekey (up to 6 keyholes and 4 identical keys)		✓	Electronics Plan by Asurion
Roof leaks		✓	Water well pump/septic system
			Water softener
			Electronic air cleaner
			Clothes washer/dryer
			Home freezer
			Hot tub
			Swimming pool
			Pool/hot tub combination (must share common mechanicals)
COVERAGE TERMS			
Seller coverage: effective the date of application and continues for up to 6 months. Seller coverage may be extended at the sole discretion of HSA.			
Buyer coverage: effective the date of closing and continues for 12 months. Renewable annually.			

**An HSA Home Warranty covers repair or replacement of many major components of home systems and appliances, but not necessarily the entire system or appliance. Refer to contract for details.**

# SAMPLE CONTRACT

PLEASE READ THIS DOCUMENT CAREFULLY. YOU MUST NOTIFY HOME SECURITY OF AMERICA, INC. (HSA) PRIOR TO ACTUAL COMMENCEMENT OF REPAIR OR REPLACEMENT.  
TO REPORT ALL CLAIMS: Call HSA at 800.367.1448. Fax service invoices to 800.329.2478.

The aggregate coverage under this agreement is limited to \$25,000.00; with a \$5,000.00 per mechanical system sublimit, unless a lower per occurrence sub-limit or lower aggregate sub-limit is specifically enumerated elsewhere in this agreement.

Certain items and events are not covered by this contract. Please refer to Section F. Limitations of Liability and to the exclusions listed in each applicable section of this contract.

## A. Coverage

1. HSA will provide home protection coverage for authorized repair or replacement of "Component Parts" mentioned as covered in accordance with the terms and conditions of this contract that fail due to "Operational Failure". HSA will cover "Loss" so long as the "Component Parts":

**A. Are located within the "Interior" of the main foundation of the home or attached or detached garage (except for the exterior well pump, septic system, condensing unit and pool/spa equipment).**

**B. Are properly installed throughout the term of this contract for proper diagnosis.**

**C. Become inoperative due to normal wear and tear.**

**C.1. HSA will provide coverage for systems and appliances which malfunction due to lack of maintenance, rust or corrosion if the defect or mechanical failure would have otherwise been covered. Coverage is only provided for mechanical failures which occur and are reported to HSA during the term of this contract.**

**D. Are in "Proper Working Order" on the effective date of this contract.**

2. This contract covers single-family resale homes and condominium or town house units. Multi-family homes up to and including eight (8) family dwelling units may be covered if applied for and the appropriate fee is paid. Multiple family homes qualify for listing coverage; however, coverage is limited to the owner-occupied unit, tenant occupied properties are not eligible for coverage during the listing period. Coverage is for owned or rented residential property and excludes commercial property or residences used as businesses, including but not limited to, day care centers, fraternity/sorority houses and nursing/care homes.

3. Coverage includes only the items stated as covered and excludes all others. Items listed as Not Covered are intended as examples of the types of items excluded from warranty coverage. They are not completely inclusive of all systems and appliances excluded from coverage. Coverage is subject to limitations and conditions specified in this contract. Please read the contract carefully.

## B. Definitions

1. "Component Parts" - the constituent elements of mechanical items as covered by this contract.

2. "Operational Failure" - the mechanical breakdown of "Component Parts".

3. "Proper Working Order" - functioning as intended and expected for its age, and within the safety standards as established by the system manufacturer.

4. "Loss" - the reasonable market cost or the actual cost HSA can contract for the required services, whichever is less, for the repair or replacement of "Component Parts".

5. "Interior" - the space within the external surface area which constitutes the perimeter of the residence's exterior walls; under the roofing materials; above or encased in the basement floor or home's slab, or above the ground surface in a crawl space.

## C. Coverage Period

1. **Home seller:** coverage begins on the date HSA issues a contract number and continues for six (6) months, until close of sale or termination of listing, whichever occurs first. Seller coverage may be extended at the sole discretion of HSA.

2. **Home buyer:** for properties involved in a real estate transaction, coverage begins at the close of sale and continues for twelve (12) months from that date. Payment is due at the close of sale.

3. **New construction:** coverage begins on the first anniversary of the close of sale and continues for one or three years from that date. Length of coverage is determined by the premium paid. Payment is due at the close of sale.

4. **Buyer direct:** for properties not involved in a real estate transaction, coverage begins fifteen (15) days after payment is received by HSA and continues for twelve (12) months from that date. Call 800.367.1448 for pricing and availability.

## D. Customer Service

1. **YOU MUST NOTIFY US PRIOR TO REPAIR OR REPLACEMENT.** When service is needed due to an "Operational Failure", including emergency situations, you are to telephone HSA at 800.367.1448, twenty-four (24) hours per day, and seven (7) days per week. Your call may be recorded and/or monitored for quality assurance purposes. This telephone contact shall initiate the service process without the requirement of a claim form or service application. This notification includes the requirement that we have the opportunity to speak with the service contractor prior to the implementation of any repairs. Failure to do so may result in our denial of reimbursement for the expenses you incurred.

**HSA shall not be liable for a "Loss" unless notice is given to HSA prior to the expiration of your coverage and the reported "Operational Failure" is professionally diagnosed and the diagnosis is reported to HSA within 15 days after the expiration of your coverage, regardless of when the "Operational Failure" occurred.**

2. You shall take every precaution to protect the property giving rise to the "Operational Failure" until the necessary repair or replacement is authorized by HSA and made. Repair or replacement shall be performed within forty-eight (48) hours, under normal circumstances, of an approved claim by a service contractor chosen by HSA, unless a service contractor of your choice is approved by HSA when you report the malfunction or "Operational Failure" by telephone. **HSA selected service contractors must be used on all claims.** Please be aware, HSA may be affiliated with the company or technician performing work under this contract. (Please notify HSA if you have a complaint about an HSA selected service contractor.) **If HSA cannot provide a contractor for you,** HSA will approve the use of a contractor outside of its network. We have the sole right to determine if items will be repaired or replaced. Unless specifically identified elsewhere in this contract, replacement shall be with systems comparable in features, capacity and efficiency; HSA is not responsible for matching dimensions, color or brand. The use of non-original manufacturer "Component Parts", including rebuilt or refurbished parts, is permitted in making repairs under this contract. We will use original manufacturer "Component Parts" when non-original manufacturer "Component Parts" are unavailable. HSA reserves the right to obtain additional opinions at our expense. HSA reserves the right to offer cash in lieu of repair or replacement based on what HSA can expect to pay to repair the failure (parts and labor); this amount may be less than retail or less than your actual cost. Once a failure has been diagnosed, subsequent failures to the same system will be exempt from coverage unless and until proof of repair is submitted to HSA. Proof shall include, but is not limited to, receipts verifying repair and/or replacement.

3. **TRADE CALL FEE:** you are obligated to pay the Trade Call Fee or the actual cost to repair/replace, whichever is less, for each separate trade call. Trade Call Fee amount is determined by the contract price selected. A trade call means each visit by an authorized service contractor for a single trade (plumbing, electrical, appliances, heating and air conditioning and pools/spas). If multiple visits required to remedy the same problem, you are only required to pay one Trade Call Fee. If service work performed under this contract should fail, then HSA will make the necessary repairs without an additional Trade Call Fee for a period of 90 days on parts and 30 days on labor. Your payments must be made prior to completion. We will not respond to a new request for service when any previous Trade Call Fee is outstanding. Failure to pay the Trade Call Fee will result in suspension of service until such time as the proper fee is paid. At that time, service coverage will be reinstated, but the service period will not be extended. Additional work performed by the independent service contractor at your request will be at your sole cost and risk. In the case of a denied claim, you will be responsible for, in addition to the Trade Call Fee, any overtime charges incurred and/or charges incurred to provide access to the failure. HSA will request your approval prior to work involving overtime or accessing charges. Your refusal to approve these potential charges may cause a delay in service or the inability to diagnose the failure and determine coverage availability.

4. When you select the service contractor, you may be required to pay them directly and seek reimbursement from HSA if the service contractor will not bill us. HSA is not responsible for overtime service rates unless we determine a life threatening or property damaging "Operational Failure" has occurred. HSA will reimburse you for your

approved coverage, subject to applicable Trade Call Fee(s) within 30 days of receipt of a paid invoice from the service contractor or other proof of payment acceptable to HSA. Claim documentation and any correspondence can be faxed to HSA at 877.638.1741 or mailed to 1861 Ludden Drive, Cross Plains, WI 53528.

## E. Covered "Component Parts"

### Seller & Buyer Coverage

In accordance with the terms and conditions of the warranty contract, HSA will repair or replace systems and appliances specifically mentioned as covered; all others are excluded. Items listed as Not Covered are intended as examples of the types of items excluded from warranty coverage. They are not completely inclusive of all systems and appliances excluded from coverage. Please reference Section F. Limitations of Liability for general exclusions and limitations.

1. **DOMESTIC WATER HEATER - COVERED:** tank, heat elements, thermostat, valves, flue piping, failures due to sediment build-up, electrical or gas connections; includes tankless water heaters; water heater/heating combination units and oil systems are covered up to \$1,500 aggregate. **NOT COVERED:** solar/solar-assisted water heating units, circulating pumps, expansion tanks, energy conservation flues and vents.

2. **"INTERIOR" PLUMBING SYSTEM - COVERED:** leaks and breaks of water supply lines, gas lines, drain and waste lines, polybutylene piping; **drain line routing with rotary machinery** (excludes camera diagnosis and hydro-jetting to clear the line) through an accessible cleanout, p-trap, drain or overflow access points; pressure regulators, wax ring seals; toilet fixture and water tank (replaced with builder's standard as necessary); parts within the toilet tank, in-line shut-off valves, risers leading into: sinks, tubs and toilet; **primary sump pump** for pumping water only; singlepoint **instant hot water dispenser** including casing, element, wiring and valve; **whirlpool bathtub** pump and motor assembly. **NOT COVERED:** ejector/lift pumps; hose bibbs, faucets, shower heads and their respective assemblies including valves for shower/tub diverter, trip levers, tub stopper assembly and sink pop-up assembly; basket strainers, shower base pans, shower enclosures or doors, sinks, tubs, drain tile/French drains, sprinkler systems; water well/cistern or septic systems and components; water softener, water filter/purifier, bidets, failures due to salt, mineral beds or deposits; caulking, grouting, or tiles; lines or parts lying within an unheated area; drain line stoppages caused by roots; HSA is not responsible for installing a clean-out or pulling/re-setting a toilet to access a drain line stoppage; routing through roof vents is not covered.

3. **"INTERIOR" ELECTRIC - COVERED:** wiring, main service panels, sub-panels, receptacles or outlets, switches, fuse boxes, electric wiring to all major electrical equipment; outside outlets attached to the primary residential structure and garage; **garage door opener** (2 systems maximum) includes track assembly and carriage unit if part of the opener unit; permanently installed "interior" **attic and exhaust fans** used for the intake and output of air excluding belts, shutters and filters; **ceiling fans;** **central vacuum** motor and relay switches; we do not cover clogged lines or conditions of inadequate capacity; **door bell systems** which are not part of an intercom system; **lighting fixtures; burglar alarms and fire alarms. NOT COVERED:** any failure in the central electrical system caused by non-covered electrical wiring or components; direct current (D.C.) wiring or components and/or low voltage systems including wiring and relays; telephone wiring; garage door: cables, rollers, hinges, springs, keypad, remote transmitter units or door replacement; central vacuum hoses or accessories; chandeliers; smoke alarms, intercom systems; exhaust equipment mounted on the roof (i.e. turbine ventilator).

4. **KITCHEN APPLIANCES - COVERED:** all "Component Parts", except for those excluded below, including timers that affect the primary function of the appliance; all appliances must be located in the primary kitchen unless additional units have been approved by HSA and premium has been received by HSA; includes **refrigerator, oven/range, dishwasher, garbage disposal, built-in microwave oven, trash compactor.** HSA will pay up to \$3000 aggregate for the life of the contract toward repair/replacement of Professional series or ultra-premium built-in refrigerators, including, but not limited to, Sub-Zero, Viking or Jenn-Air (individual trademarks are owned by the brand name company). **NOT COVERED:** ice maker/crusher and beverage dispensers; drain, condensate line clearing, any failures to the door other than appliance controls located within the door; clocks, knobs, handles, dials, springs, hinges, tubs, liners, baskets, shelves, drains, glass breakage, probes, roisseries, racks, rollers, light bulbs, lock/key assemblies, buckets, televisions, computer screens or computers that are part of an appliance but do not affect the primary function of the appliance; walk-in freezers, home freezer; clothes washer and clothes dryer.

### Seller Option (Included with buyer)

**NOTE FOR SELLER: additional fee required;** this option may be ordered at any time during listing coverage; however, seller coverage begins on the date the option is ordered through HSA. Items 5, And 6. In Section E, are limited to a combined \$1,500 aggregate maximum during the listing period. Seller central heat/air option must be selected to qualify for coverage.

5. **CENTRAL HEAT - COVERED: (up to 2 units)** includes forced air furnace; radiant electric including wiring, heat lines installed in electrical baseboards, or ceiling cables; radiant hot water/steam boilers, water heater/ heating combination units and oil systems are covered up to \$1,500 aggregate including radiant heating lines, circulating pumps and piping; solar heating units including solar collectors, reflectors and fiberglass or galvanized holding tanks that are used for storage of water for a solar heating system; heat exchangers, wall furnaces if they are the main source of heat to the residence; ductwork/attached **humidifiers, thermostats, ductwork** from heating unit to point of attachment at registers or grills. **NOT COVERED:** collector box, coal and wood burning equipment, chimneys, fireplaces, flue liners, systems with compressors larger than five tons; oil storage tanks, free standing or portable space heaters, heat or energy recovery units; air cleaners/filters, condensate line clearing, crane charges, heat lamps, filters, registers, grills, insulation, improperly sized ductwork.

6. **CENTRAL AIR - COVERED: (up to 2 units)** electric units, refrigerated or evaporative units, packaged systems, heat pumps; geothermal system and water source heat pump system "Component Parts" located within the "Interior" of the residence; glycol systems, water source and geothermal heat pump systems are covered up to \$1,500 aggregate; **thermostats, ductwork** from cooling unit to point of attachment at registers or grills. For covered air conditioning and heat pump failures, when repair is not possible and like SEER (Seasonal Energy Efficiency Ratio) or HSPF (Heating Seasonal Performance Factor) equipment is not readily available, HSA will replace with 13 SEER or 7.7 HSPF equipment. HSA will also install a TX valve or will replace the evaporator coil/air handler and line set if necessary to be compatible with the replaced equipment. Modifications, including but not limited to, a replacement pad for the condensing unit, relocation of existing equipment to accommodate larger sized equipment, ductwork fabrication or plenum work that is necessary to install the new coil in the existing space, will be the responsibility of the homeowner; if the 7 Star Upgrade is purchased, HSA will pay modification charges as outlined in Section E. 7 Star Upgrade. **NOT COVERED:** gas units, systems with compressors larger than five tons; outside/underground piping, well pump and "Component Parts" for geothermal and/or water source heat pumps; heat or energy recovery units; non-ducted air conditioners, condensate line clearing, crane charges, filters, registers, grills, insulation, improperly sized ductwork.

### Buyer Only Coverage

7. **ROOF LEAKS - COVERED:** we will pay up to \$750 aggregate to repair roof leaks only; includes shingles (cedar or asphalt), built up roofing, slate and tile. **DEFINITION:** the exterior surface that constitutes the top of the residence, excluding any skylights. **NOT COVERED:** condominium or townhouse roofs; leaking of an existing roof that has not been properly installed or attached; damage done by ice, mud, snow or wind and any acts of God; secondary damage from any type of leak or re-roofing of the residence; chimneys, gutters or downspouts, skylight or skylight flashing repairs for leaks or any other damage.

8. **REKEY - COVERED:** Rekey up to 6 keyholes, including delivery of a total of 4 identical keys, on previously installed and properly functioning non-electronic door knobs and/or deadbolts for the hinged doors accessing the structural walls of your covered residential property. You are responsible for payment of your Trade Call Fee and the cost of any additional services provided. A separate Trade Call Fee applies for each unit of any covered multi-unit property. **NOTE:** Rekey coverage not available as part of seller's listing coverage.

### Buyer Options (Additional Fee required)

Optional coverage may be purchased up to 30 days after the effective date of buyer coverage; however, coverage shall commence upon receipt of payment by HSA and will expire one year after the effective date of the contract.

9. **PERMANENTLY MOUNTED ELECTRONIC AIR CLEANER - COVERED:** transformer, power pack, switches, wires and elements. **NOT COVERED:** free standing units, mesh filters, back flush mechanisms and self-cleaning units.

# SAMPLE CONTRACT



**10. WATER WELL PUMP - COVERED:** "Operational Failures" occurring more than thirty (30) days after the inception date of buyer/buyer direct coverage are covered up to \$1,500 aggregate including access, diagnosis, repair and/or replacement; must be primary water source to residence. **NOT COVERED:** digging new or deeper wells; co-op/shared wells, irrigation/sprinkler wells, windmills, curing water quality, failures from lack of water, drop pipe, tank, electrical supply line, exterior piping or any part of the well that is not the pump; cistern and all "component parts."



**11. SEPTIC SYSTEM - COVERED:** "Operational Failures" occurring more than thirty (30) days after the inception date of buyer/buyer direct coverage; includes ejector/lift pump; failures to the septic system electrical wiring, lines, tank, and dry (refuse) well are limited to \$300 per occurrence including access, diagnosis, repair and/or replacement. **NOT COVERED:** drain fields, leach beds, aerator/aerator systems and electrical supply lines; cess pools, cess pool cave-ins; upgrading system such as to city or municipal sewage system; septic tank pumping.



**12. WATER SOFTENER - COVERED:** all "Component Parts", except for those excluded below, including electrical wiring. **NOT COVERED:** rental or leased equipment; repair or replacement of water softener necessitated by mineral beds or deposits; cleaning.



**13. CLOTHES WASHER AND DRYER - COVERED:** all "Component Parts", except for those excluded below, including control timers. **NOT COVERED:** any failures to the door other than appliance controls located within the door; clocks, knobs, handles, dials, springs, hinges, tubs, liners, baskets, shelves, drains, glass breakage, racks, rollers, light bulbs, buckets.



**14. HOME FREEZER - COVERED:** all "Component Parts", except for those excluded below, including compressor, fan motor, thermostat and wiring. **NOT COVERED:** walk-in freezers, drain, condensate line cleaning, clocks, knobs, dials, springs, hinges, liners, any failures to the door other than appliance controls located within the door; glass breakage, baskets, racks, rollers, handles, shelves and light bulbs.



**15. HOT TUB - COVERED:** must have jets, impellers, valves, be able to fill with water to qualify for coverage; includes filter, heater, pump, motor, gaskets, relays, jets, impellers, valves if stand-alone hot tub (limited to \$1,000 per occurrence of "Operational Failure" when hot tub shares mechanicals with swimming pool). Note: if pool/hot tub combination option is selected the two systems must share mechanical equipment. **NOT COVERED:** cleaning or sanitation equipment, skimmer equipment or

secondary or booster type pumps used for cleaning pools; timers, lights, main body, liners, structural defects, covers, filter grids, concrete-encased or underground plumbing, electrical or fuel lines; geothermal, solar or solar-assisted water heaters and their respective plumbing and equipment; wood encased or otherwise inaccessible parts; any unit with an independent boiler system; salt regenerator.



**16. SWIMMING POOL - COVERED:** we will pay up to \$1,000 per occurrence of "Operational Failure"; includes heaters which do not have a compressor as a component; filter, pump, motor, gaskets, relays, impellers, back flush valve and above ground plumbing lines leading to and from the swimming pool; must be for a single family, commercially built and properly installed. **NOT COVERED:** cleaning or sanitation equipment, skimmer equipment or secondary or booster type pumps used for cleaning pools;

timers, lights, main body, liners, structural defects, covers, filter grids, concrete-encased or underground plumbing, electrical or fuel lines; geothermal, solar or solar-assisted water heaters a equipment; wood encased or otherwise inaccessible parts; any unit with an independent boiler system; salt regenerator.

## Buyer 7 Star Upgrade

**Crane:** we will cover up to \$300 aggregate for fees associated with the use of cranes or other lifting equipment required to remove or install rooftop heating or air conditioning units. **Central Heat: adds -** registers, grills, filters and heat lamps. HSA will only pay for any required replacement of disposable media filters if discovered during a service call initiated due to a mechanical failure related to a covered central heat or central air unit. HSA does not provide coverage for service initiated specifically for normal maintenance or filter replacement as part of normal maintenance. **Central Air: adds -** refrigerant recovery and non-ducted air conditioners. **Plumbing: adds - faucet and shower head assemblies and their respective "Component Parts"** including valve for shower/tub diverter, trip levers, tub stopper assembly and sink pop-up assembly; faucets and shower heads will be replaced with chrome builder's standard as necessary; toilets replaced with like quality up to \$600 per occurrence of "Operational Failure"; **accessing plumbing located in concrete, coverage will be limited to \$1000 aggregate. Electrical: adds - smoke alarms; garage door opener hinges, springs, keypads, and remote transmitters. Appliances: adds - refrigerator refrigerant recovery; ice maker and ice/beverage dispenser; trash compactor lock and key assemblies, bucket; dishwasher racks, tubs, liners, baskets and rollers; built-in microwave interior lining, door glass, clock and shelves; oven/range interior lining, clocks, rotisseries, racks, handles, knobs and dials; clothes washer and dryer (if option purchased); tubs, liners, baskets. Code violations:** when the correction of code violation(s) is required to affect a covered repair or replacement of a heating, plumbing, water heater or electrical "Component Part", HSA will pay up to \$250 aggregate to correct the code violation(s). If there is only a code violation and no related covered repair or replacement, HSA will not pay simply to remove the violation. **Modification charges:** if HSA has authorized the replacement of a water heater, central heat or central air system and water heater flue, drain pan, sheet metal fabrication, plenum work or installation of a new pad for a condensing unit are necessary to complete the covered replacement, HSA will pay \$500 aggregate toward modification charges. **Permits:** HSA will pay the cost for obtaining permits for HSA-approved repairs and replacements up to \$250 per occurrence. **Removal and disposal of replaced equipment:** when HSA replaces a covered system we will also pay the cost to dispose of the defective equipment. **Mismatched heating and cooling systems:** HSA will cover a defect or mechanical failure of a system that was not properly matched in size or efficiency, if the defect or mechanical failure would have otherwise been covered. If the mismatched system is a code violation, coverage will be limited to \$250 aggregate. **Improper installation, modifications and/or repair:** HSA will cover a defect or mechanical failure of a system that was not properly installed, modified and/or repaired, if the defect or mechanical failure would have otherwise been covered. If the improper installation, modification or repair is a code violation, coverage will be limited to \$250 aggregate.

## F. Limitations of Liability

Coverage does not apply in these instances:

1. Detectable pre-existing defects or deficiencies, when the "Component Parts" were not in "Proper Working Order" on the inception date of coverage, are not covered by HSA. If, on the Buyer's effective date of this contract, the defect or malfunction of the covered "Component Parts" would not have been detectable by either visual inspection and/or simple mechanical test and/or safety test performed by a qualified professional, the defect or malfunction may qualify for coverage. For example: a simple test would be a visual inspection of a heat exchanger for cracks or a carbon-monoxide test. 2. Abuse, misuse, fire, lightning, freezing, ice, storms, smoke, water damage, acts of God, accident, earthquake, soil movement, mud, chemical or sediment build-up except as outlined in section E. 1. Domestic Water Heater, fungus, rot, mold, power failure, power shortage or power outage, insect or rodent damage, pet damage, insurable peril. 3. HSA will not contract to perform service nor pay costs involving hazardous or toxic materials or asbestos, nor will it pay costs related to refrigerant recapture, evacuation or disposal of refrigerants or contaminants. If the 7 Star Upgrade is purchased for/by the buyer HSA will pay costs associated with refrigerant recovery. 4. Modification charges or costs for metal fabrication, plenum work, or electrical changes necessary to satisfy the installation requirements of a new replacement unit. If the 7 Star Upgrade is purchased for/by the buyer, HSA will pay up to \$500 aggregate towards modification charges associated with an approved heating, air conditioning or water heater repair or replacement as outlined under Section E. Buyer 7 Star Upgrade. 5. Providing access to a covered component or system other than plumbing or ductwork systems. HSA will pay to provide access to plumbing and ductwork systems through unobstructed walls, ceilings or floors only, and will return the access opening to a rough finish condition. HSA is not responsible for moving obstructions including, but not limited to, built-in appliances, systems, cabinets, tile and floor coverings or pulling and re-setting a sink, shower or bathtub to access a failure. Any plumbing or ductwork failure requiring access through concrete, stone, rock or brick is limited to \$500 aggregate for total repair cost including access, diagnosis, repair and/or replacement, even if the primary failure is not located within the concrete, stone, rock or brick. If the 7 Star Upgrade is purchased for/by the buyer, HSA will pay up to \$1000 aggregate towards a plumbing failure requiring access through concrete, stone, rock or brick. 6. Excessive or inadequate water pressure, electrical surge, excessive or inadequate voltage, electrical currents artificially generated or inadequate amperage, water entry along the service cable. 7. Lack of capacity; normal maintenance, cleaning, adjustments, lubrication services, line bleeding, capacity increases, licenses or inspection fees; failure to maintain the temperature in the residence above freezing; improper use; contamination of fuel or energy. You are responsible for providing maintenance and cleaning on covered items as specified by the manufacturer. For example: heating and air conditioning systems require periodic cleaning and/or replacement of filters and cleaning of evaporator and condenser coils. Water heaters require periodic flushing. 8. Faulty workmanship by any person including a contractor or trade-person selected and hired. Improper installation or connection of any system, appliance or component part by a contractor/trade-person or any other person, including

improper conversions of heating systems and additions of air conditioning systems to an existing heating system. If the 7 Star Upgrade is purchased for/by the buyer, HSA will pay costs associated with covered systems that fail due to faulty workmanship or improper installation or modification if the defect or mechanical failure would have otherwise been covered. If the failure is a code violation HSA will pay up to \$250 aggregate per the terms outlined under Section G. Building Codes. 9. Secondary damage, consequential damage or any damage caused by or resulting from the failure or malfunction of covered or non-covered "Component Parts". Any damage resulting from the actual repair or replacement itself. Conditions beyond our control including delays in obtaining parts, relocation of equipment or labor difficulties including, but not limited to, additional costs associated with repair or replacement of a covered mechanical system due to space restrictions or location of the covered equipment. Any damage alleged to be caused directly or indirectly by the services or the timeliness of the services provided by us. 10. Any remote control transmitting/receiving items. If the 7 Star Upgrade package is purchased for/by the buyer, the remote transmitter for the garage door opener will be covered for the buyer only. Electronic, computerized or energy management systems or devices, or lighting and appliance management systems are not covered; home computers, computer systems, leased or rental equipment and/or components. 11. Damage to the physical structure of the residence including, but not limited to, load bearing walls, walls, roof, roof supports, structural floor base, foundation or slabs, and ceilings except where specifically identified as covered. 12. Cosmetic repairs and non-"Operational Failures" including, but not limited to: finishes, cabinetry, panels, trim, buttons, chipping, dents or scratches. 13. You may be charged an additional fee by the service contractor to dispose of an old appliance, system or component. HSA is not responsible for these charges. If the 7 Star Upgrade package is purchased for/by the buyer HSA will pay the cost to dispose of defective equipment on HSA approved system replacement. 14. Equipment, items or systems that are owned by a condominium association or designated as common area in condominium declarations, plats or plans. 15. More than two central heating units, central air conditioning units or garage door opener systems unless specifically listed and approved by HSA. More than one of any appliance, including water heater, unless specifically listed and approved by HSA. 16. Repairs related to manufacturer recall or defects. In the event that there is other collectible insurance, manufacturer warranty or in-house warranty or guarantee coverage available to you covering an "Operational Failure" that is also covered by this contract, our coverage shall be in excess of, and we will not contribute with, any other insurance, warranty or guarantee. 17. HSA is not responsible for repair or replacement of systems or appliances classified by the manufacturer as commercial. HSA will pay up to \$3000 aggregate for the life of the contract toward repair/replacement of Professional series or ultra-premium built-in refrigerators, including, but not limited to, Sub-Zero, Viking or Jenn-Air (individual trademarks are owned by the brand name company). 18. Items listed as Not Covered are intended as examples of the types of items excluded from warranty coverage. They are not completely inclusive of all systems and appliances excluded from warranty coverage. 19. All else not listed as covered.

## G. Building Codes

HSA is not responsible for any upgrades, work or costs required to comply with any federal, state or local laws, regulations or ordinances or utility regulations, or to meet current building or zoning code requirements, or to correct for code violations. If the 7 Star Upgrade package is purchased for/by the buyer and the correction of code violation(s) is required to affect a covered repair or replacement of a heating, plumbing or electrical "Component Part", HSA will pay up to \$250 aggregate to correct the code violation(s). HSA will not pay simply to remove the violation. Please reference Section E. 6 - Central air for specific information regarding air conditioning coverage and federal regulations. Under the terms of this contract, an air conditioner electrical whip and disconnect are deemed part of the central air system. HSA is not responsible for service when permits cannot be obtained, nor will it pay any costs relating to permits. If the 7 Star Upgrade package is purchased for/by the buyer HSA will pay the cost for obtaining permits for HSA-approved repairs and replacements up to \$250 per occurrence. Under the terms of this contract, an air conditioner electrical whip and disconnect are deemed part of the central air system.

## H. Cancellation, Transfer, Renewal

The warranty is non-cancelable by either party except for the following: **A.** The contract fees are not paid. **B.** Fraud or misrepresentation of facts material to the issuance of this contract. **C.** If the contract provides coverage for the seller during the listing period and the listing is withdrawn or expires. Should this contract be cancelable under the laws of the state where the contract holder resides, an allowable administrative fee will be charged upon cancellation.

Seller coverage under this contract is not subject to transfer and is not subject to renewal.

In the event of a transfer of the legal title and ownership of the covered residence during buyers' coverage, the remaining term may be assigned to the new homeowner. The assignee takes the warranty on the same terms, conditions, and expiration date as the assignor.

The warranty is renewable, by mutual consent, at prevailing rates for an additional 12 month period from the date of the contract expiration. HSA may, at its option, decline to issue any renewal or cancel any contract, if the contract fees are not paid within 10 days of the due date. **Note:** if you have selected a monthly payment plan, your contract will automatically renew at the expiration of this contract period. **(Renewal customers:** payment of the first installment on the renewal year premium constitutes your consent.)

## I. Agency

Neither the real estate broker nor the broker's sales representative is an agent of HSA. Coverage is strictly determined by the warranty contract and not the representations of the real estate professional.

## J. HSA's Rights of Recovery

In the event of any payment under this contract, HSA shall be subrogated to all of contract holder's rights of recovery against any person or organization. You shall do nothing after loss to prejudice such rights. The company shall not be bound to pay any loss if you have impaired any right of recovery for loss.

## K. State Disclosures

Terms of this contract that are in conflict with the statutes of the states in which this contract is issued are amended to such statutes.

**Residents of New York:** obligations of the provider under this service contract are backed by the full faith and credit of the provider. **Free Look Provision -** If no claim has been made, and you return this contract to us within 20 days of the date the contract was mailed to you by us or within 10 days of the delivery of the contract, if delivered to you at the time of sale, the contract is void and we will refund you the full purchase price of the contract. A 10% penalty per month shall be added to the refund that is not paid or credited within 30 days after the return of this contract to us. The right to void the contract is not transferable and applies only to the original contract purchaser. **Residents of Maryland: free look provision -** If no claim has been made, and you return this contract to us within 20 days of the date the contract was mailed to you by us or within 20 days of the delivery of the contract, if delivered to you at the time of sale, the contract is void and we will refund you the full purchase price of the contract. A 10% penalty per month shall be added to the refund that is not paid or credited within 45 days after return of this contract to us. The right to void the contract is not transferable and applies only to the original contract purchaser. **Residents of Virginia: free look provision -** obligations of the provider under this home service contract are backed by the full faith and credit of the provider. If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at: P.O. Box 1157, Richmond, VA 23218; or from Virginia at 800.552.7945. For out-of-state calls 877.310.6560. Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available. **Free look provision -** If no claim has been made, and you return this contract to us within 20 days of the date the contract was mailed to you by us or within 10 days of the delivery of the contract, if delivered to you at the time of sale, the contract is void and we will refund you the full purchase price of the contract. A 10% penalty per month shall be added to the refund that is not paid or credited within 45 days after the return of this contract to us. The right to void the contract is not transferable and applies only to the original contract purchaser. If HSAV cancels or agrees to allow the contract holder to cancel after the free look period, then the contract holder shall be entitled to a pro rata refund of the paid contract fees for the unexpired term, less an administrative fee of \$35; and any service and/or claims costs incurred by HSA. A response and plan for covered services contracted for by or under the direction of HSA shall occur within 72 hours of the request for service by the contract holder. **Residents of Michigan:** If the performance of this Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the service contract shall be extended for the period of the strike or work stoppage. **Residents of Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud. **Cancellation:** The cancellation administrative fee is \$25.00. This contract is non-cancelable by buyer or person entitled to benefits under this contract. **Service:** We will make every effort to ensure services are completed as soon as reasonably possible. In case of heating system failure during periods of freezing temperatures, a service company will be contacted immediately upon your notice to us of the failure.

# MANAGING YOUR HOME WARRANTY



## REQUESTING SERVICE IS EASY



**Contact Us.** If the item is covered in your contract, visit [myhomewarranty.com](http://myhomewarranty.com) to place a service request, or call our 24/7 customer service toll-free at 800.367.1448. You will pay a Trade Call Fee for each trade (plumbing, electrical, etc.) that you request service for.



**Schedule Service.** Your assigned home repair professional will contact you by phone to schedule an appointment during normal business hours to diagnose your covered item.



**Home Repair Professional Assigned.** HSA Home Warranty will assign a local, qualified home repair professional to handle your covered request.



**Relax.** Your home repair professional arrives at your home and your covered item is repaired or replaced. You're responsible for any costs incurred that aren't covered under the warranty contract.

## REGISTER ONLINE AT [MYHOMEWARRANTY.COM](http://MYHOMEWARRANTY.COM).

Accessing your HSA Home Warranty Account is just a few convenient clicks away.



### QUICK SERVICE REQUESTS

Place your service request online, so you will have more time to enjoy your home.



### SIMPLE CONTRACT RENEWALS

Maintain your home warranty without going to the post office.



### MOBILE-FRIENDLY ACCESS

Control your own account from anywhere, including payments and service request updates.



### 24/7 COVERAGE CHECKLIST

See what's covered and download your contract anytime.

# COVERAGE THAT BENEFITS YOU

## BUYER BENEFITS

As a buyer, make sure your new home is covered by an HSA Home Warranty. If the seller doesn't provide the warranty, take matters into your own hands and purchase this valuable protection yourself.

- **The comfort of being protected.** There can be many expenses to cover when moving into a new home. Take comfort in knowing that repairs to a covered system component or appliance won't be one of them.
- **Reliable service, 24/7.** You don't have to worry about calling different vendors for estimates and repairs. Just contact us. We'll arrange for a diagnosis, choosing from our list of qualified home repair professionals.
- **Valuable protection year after year.** The good news is that an HSA Home Warranty protects your budget from the unexpected. The great news is that the warranty is renewable with a monthly payment plan option.

## SELLER BENEFITS

As a seller, a home warranty placed during the listing period can help reduce many out-of-pocket expenses sellers often experience from unexpected covered breakdowns and repairs.

- **Coverage while your home is on the market.** This means if something goes wrong, you can continue to concentrate your efforts on selling your home instead of worrying about repairs.
- **A powerful marketing tool.** Offering a home warranty in the contract is an excellent way to entice buyers and it sets your home apart from the competition.







# APPLICATION

## EASY ENROLLMENT OPTIONS

Online: www.onlinehsa.com

Phone: 800.367.1448 • Fax: 800.329.2478

Mail WITH payment: HSA, P.O. Box 2803 • Memphis, TN 38101

Mail WITHOUT payment: HSA, P.O. Box 849 • Carroll, IA 51401

CONTRACT NUMBER

DATE ASSIGNED

Form Number **HH2013**

### PROPERTY INFORMATION (REQUIRED)

**110 Springvale Dr**  
Property Address to be Covered  
**Amherst, OH 44001-1077**  
City State Zip

Listing Expiration Date (if selling) \_\_\_\_\_

### REAL ESTATE PROFESSIONAL INFORMATION

Initiating Real Estate Associate:  Buyer  Seller

**Howard Hanna**  
Real Estate Company Information  
**(440)282-8002**  
Main Office Number Fax Phone Number  
**Stormy McClurg** **stormymcclurg@howardhanna.com**  
Agent Name Agent Email

### COOPERATING REAL ESTATE ASSOCIATE

Buyer  Seller

**(440)427-0123**  
Main Office Number Fax Phone Number  
**Rakesh Baniya** **rakesh@rtserve.com**  
Agent Name Agent Email

### CLOSING INFORMATION

**Barristers of Ohio**  
Escrow/Closing/Title Company

Main Office Phone Number Fax Phone Number

Estimated Closing Date Closing Number

Closing Representative Name Email Address

### SELLER INFORMATION

**Suk B Gurung**  
First Name Last Name

Phone Number Email Address

Mailing Address - Only if different from covered property) \_\_\_\_\_

### BUYER INFORMATION

**Caitlin Withers, Ryan Phillips**  
First Name Last Name  
**(440)281-4503** **caitwithers@gmail.com**  
Phone Number Email Address  
**11911 West Pleasant Valley Rd, Parma, OH, 44130**  
Mailing Address - Only if different from covered property)

\* If the upgrade package has been selected and the property is a multiple family dwelling, the upgrade must be purchased for each unit.

\*\*Add tax where required by law. To obtain exact tax amounts please call 800-367-1448. Final tax will be calculated on the order confirmation.

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### SELECT COVERAGE DESIRED

SELLER/BUYER COVERAGE	\$100 TRADE CALL FEE
Single Family	<input type="checkbox"/> \$ 500
Condominium	<input type="checkbox"/> \$ 465
Duplex	<input type="checkbox"/> \$ 710
Triplex	<input type="checkbox"/> \$ 915
Fourplex	<input type="checkbox"/> \$ 1,125

### OPTIONAL HVAC COVERAGE

Central heat, air conditioning/heat pump  \$ 60

### NEW CONSTRUCTION (Coverage begins one year after closing)

Year 2 through 4  \$ 615  
New Construction: Call for optional coverage pricing 800.367.1448

**Buyer 7 Star Upgrade\***  \$ 149

### BUYER OPTIONS

Electronics Plan by Asurion  \$ 216  
Water well pump/septic system  \$ 30  
Water softener  \$ 20  
Electronic air cleaner  \$ 40  
Clothes washer and dryer  \$ 70  
Home freezer  \$ 30  
Hot tub  \$ 100  
Swimming pool  \$ 150  
Pool/hot tub combination (must share common mechanicals)  \$ 175

### TOTAL

Subtotal \$ \_\_\_\_\_  
Sales Tax\*\* \$ \_\_\_\_\_  
Total (payment due at closing) \$ \_\_\_\_\_

**Please mail payment in with application.**

**Coverage Limitations:** Some limitations and general exclusions apply to covered items. Please read the Sample Contract section of this brochure for details.


**Purchase Agreement:** When seller coverage is selected, seller agrees to pay the fee shown on the date legal title transfers to the buyer. This agreement is binding and may not be cancelled. If seller fails to pay the specified fee, seller shall be liable for all attorney fees and court costs incurred by HSA to collect the fee. By application for this contract, seller and/or buyer represent that, to the best of their knowledge, all items are in good working order on the date of application for this coverage. Further, seller and/or buyer agree that failure to notify HSA prior to repair or replacement of any covered item may result in a refusal of coverage on that item.

HSA discloses to the purchaser of this warranty, and the purchaser consents and acknowledges by his/ her signature that the employing broker may receive a minimal fee for services rendered in marketing or administering the sale of this warranty plan.

**Coverage Desired:**  Seller and Buyer Coverage  Buyer Coverage Only

Applicant signature \_\_\_\_\_ Date \_\_\_\_\_

**WAIVER:** Purchase of this coverage is not mandatory. HSA is not the only warranty available. No other services are contingent upon the purchase of the warranty. I have reviewed the Home Warranty Protection plan and hereby decline coverage. I agree to hold the real estate broker and real estate professional harmless in the event of a subsequent mechanical failure which otherwise would have been covered under the warranty plan.

Signature  Date **07/27/2022**  
7/27/2022 9:15:32 PM EDT

**Ryan Phillips**

7/27/2022 9:18:24 PM EDT  
Phone: (440) 935-9493

Fax: [www.lwolf.com](http://www.lwolf.com)

HH2020A  
110 Springvale Dr



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 07/21/2022

Owner's Initials  Date \_\_\_\_\_

Purchaser's Initials  Date 07/27/2022

Purchaser's Initials  Date 07/27/2022

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: 110 Springvale Drive, Amherst, OH 44001

Owners Name(s): Suk B Gurung and Krishna B Gurung

Date: 07/21/2022

Owner  is  is not occupying the property. If owner is occupying the property, since what date: \_\_\_\_\_  
If owner is not occupying the property, since what date: 05/10/2022

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):

- |  |                                       |                                  |
|--|---------------------------------------|----------------------------------|
| <input checked="" type="checkbox"/> Public Water Service | <input type="checkbox"/> Holding Tank | <input type="checkbox"/> Unknown |
| <input type="checkbox"/> Private Water Service           | <input type="checkbox"/> Cistern      | <input type="checkbox"/> Other   |
| <input type="checkbox"/> Private Well                    | <input type="checkbox"/> Spring       |                                  |
| <input type="checkbox"/> Shared Well                     | <input type="checkbox"/> Pond         |                                  |

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

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

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

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Public Sewer | <input type="checkbox"/> Private Sewer | <input type="checkbox"/> Septic Tank    |
| <input type="checkbox"/> Leach Field             | <input type="checkbox"/> Aeration Tank | <input type="checkbox"/> Filtration Bed |
| <input type="checkbox"/> Unknown                 | <input type="checkbox"/> Other         |   |

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


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

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


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

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

Owner's Initials  Date 07/21/2022

Owner's Initials  Date 07/21/2022

Purchaser's Initials  Date 07/27/2022

Purchaser's Initials  Date 07/27/2022

Property Address 110 Springvale Drive, Amherst, OH 44001

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 type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<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, remediation or mitigation to the property: \_\_\_\_\_

Owner's Initials  Date 07/21/2022  
Owner's Initials  Date 07/21/2022

Purchaser's Initials  Date 07/27/2022  
Purchaser's Initials  Date 07/27/2022

Property Address 110 Springvale Drive, Amherst, OH 44001

**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 07/21/2022

Owner's Initials  Date 07/21/2022

Purchaser's Initials  Date 07/27/2022

Purchaser's Initials  Date 07/27/2022

Property Address 110 Springvale Drive, Amherst, OH 44001

### 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:

*Suk B Gurung*  
dotloop verified  
07/21/22 11:10 PM  
EDT  
3T3H-R9JX-C1ES-VJCE

OWNER:

*Krishna B Gurung*  
dotloop verified  
07/21/22 11:12 PM  
EDT  
AV1J-HELX-NZTO-SLSA

### 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](http://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:

*[Signature]*  
Authentisign  
7/27/2022 9:15:37 PM EDT

PURCHASER:

*Ryan Phillips*  
Authentisign  
7/27/2022 9:18:32 PM EDT



## PREFERRED BUYER CREDIT PRE-APPROVAL

Date: **July 27, 2022**

Borrower(s): **Caitlin Withers  
Ryan Phillips**

**Loan Originator: Bryan Anstandig**  
NMLS ID #: **591342**  
Phone: **(949) 267-2184**  
Fax: **(949) 377-3133**  
E-mail: **Bryan.Anstandig@nafinc.com**

Subject Property Address: **TBD**

To Whom It May Concern:

This letter shall serve as a pre-approval for a loan in connection with the purchase transaction for the above referenced buyer(s). Based on the information provided, serve as a pre-approval is herein granted with the following terms:

Purchase Price: **\$265,000.00**  
Loan to Value: **95.000%**  
Loan Type/Term: **Conventional / 360 months**

This pre-approval is based on personal financial information provided by the buyer(s) including income documentation, assets, and credit. This pre-approval dated **July 27, 2022** is good for 30 days expiring **August 26, 2022** and is subject to re-verification of updated income, asset, and credit documentation at that time. A full approval may be given once we are supplied with title, appraisal, and a purchase contract. The interest rate is not locked in.

The following documents have been received and reviewed by New American Funding.

- Current Pay Stub
- Required W-2s
- Most Recent W-2
- Required Tax Returns
- Most Recent Tax Return
- Assets \_\_\_\_\_

If there are any questions regarding this letter, please feel free to contact your Loan Officer. New American Funding is a Direct Lender and all of the necessary information has been reviewed to issue a home purchase pre-approval.

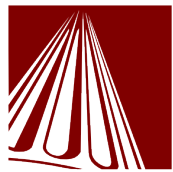
Sincerely,

*Bryan Anstandig*

**Bryan Anstandig**  
**Residential Mortgage Loan Originator**

**Loan Contingency: Even though a borrower may hold a pre-approval letter, further investigation concerning the property or the borrower could result in a loan denial. We suggest the buyer consider a loan contingency requirement in the purchase contract to protect earnest money deposited in accordance with applicable state law. This is not a commitment to lend.**





**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](http://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.

Suk B Gurung

Name (Please Print)

Krishna B Gurung

Name (Please Print)

*Suk B Gurung* dotloop verified  
07/21/22 11:10 PM EDT  
UPE3-MSCW-AIGA-8KUD

Signature Date

*Krishna B Gurung* dotloop verified  
07/21/22 11:12 PM EDT  
RFD6-NZQU-FN5S-4BGD

Signature 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.

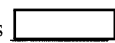
**OWNER INSTRUCTIONS**

**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 07/21/2022

Purchaser's Initials  Date \_\_\_\_\_

Owner's Initials  Date \_\_\_\_\_

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: 110 Springvale Drive, Amherst, OH 44001

Owners Name(s): Suk B Gurung and Krishna B Gurung

Date: 07/21/2022

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: 05/10/2022

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? [X] Yes [ ] No

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

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

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

Owner's Initials [Signature] Date 07/21/2022

Purchaser's Initials [ ] Date [ ]

Owner's Initials [Signature] Date 07/21/2022

Purchaser's Initials [ ] Date [ ]

Property Address 110 Springvale Drive, Amherst, OH 44001

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 type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<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, remediation or mitigation to the property: \_\_\_\_\_

Owner's Initials  Date 07/21/2022

Purchaser's Initials  Date \_\_\_\_\_

Owner's Initials  Date 07/21/2022

Purchaser's Initials  Date \_\_\_\_\_

Property Address 110 Springvale Drive, Amherst, OH 44001

**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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**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 07/21/2022

Purchaser's Initials  Date \_\_\_\_\_

Owner's Initials  Date 07/21/2022

Purchaser's Initials  Date \_\_\_\_\_

Property Address 110 Springvale Drive, Amherst, OH 44001

### 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: Suk B Gurung dotloop verified  
07/21/22 11:10 PM  
EDT  
3T3H-R9JX-C1ES-VJCE

OWNER: Krishna B Gurung dotloop verified  
07/21/22 11:12 PM  
EDT  
AV1J-HELX-NZTO-SLSA

### 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](http://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:

PURCHASER:



### EXCLUSIVE RIGHT TO SELL/LEASE LISTING AGREEMENT

This agreement is between Realty Trust Services, LLC (hereinafter called "Broker") and the undersigned (hereinafter called "Owner") and applies to the real property located at: 110 Springvale Drive, Amherst, OH 44001  
In consideration of Broker using their best efforts to find a purchaser for Owner's property, Owner agrees as follows:

1. **TERM AND LISTING PRICE:** Owner hereby grants Broker the exclusive right to sell the above property from 07/22/2022 through 10/22/2022 for the sum of \$259900 payable in cash upon closing or for such other terms or exchange as Owner may agree.

2. **BROKERAGE FEE:** Owner agrees to pay Broker a brokerage fee of 5 % of the total sale price or a minimum fee of 2500, whichever is greater, plus NA. Owner authorizes Broker to offer 2.5 % of the Sale Price for all Co-Broke sales. Any exceptions to this compensation will be disclosed to the Owner in writing. Owner also agrees that the brokerage fee shall be paid if Owner enters into an agreement within six (6) months following the term of this agreement or any extensions thereof to any parties to whom Broker or any cooperating broker has shown the property which results in a sale, lease or exchange of said property. However, in the event Owner enters into a bona fide Listing Agreement with another Real Estate Broker, this paragraph is null and void. Owner agrees to refer all prospective Buyers or Brokers who contact the Owner directly.

3. **MARKETING:** Broker is authorized to enter the property in any one or more **Multiple Listing Service(s)**, in accordance with the rules and regulations of said MLS, to market the Property in the publications, web sites or any other information service medium of Broker's choice and to comply with all Ohio and Federal Fair Housing Laws without discrimination. Owner releases Broker, the Multiple Listing Service(s), and any Brokers assisting in the sale of said Property from any and all liability for the dissemination of the information after being placed in the various information service mediums. Owner warrants this agreement and associated worksheets, to the best of Owner's knowledge, to be correct and accurate. Broker is hereby authorized to place a "For Sale" sign on the Property, if permitted by law, and to remove all other "For Sale" signs. Broker shall have access to the Property at all reasonable times for the purpose of attempting to sell the same. Owner authorizes placing a **Lock Box** on the premises at any time during the term of this Listing Agreement. Such Lock Box shall be used to hold the key for entrance to the property. Owner releases Broker, the Multiple Listing Service(s), and any Brokers assisting in the sale of said Property from all liability for loss or damage of any kind resulting from use of said lock box or the use of the key to be placed therein.

4. **HOME WARRANTY:** Owner agrees to provide a *LIMITED HOME WARRANTY PLAN* at a charge of \$NA with deductible  Yes  No Owner acknowledges that Broker will receive a fee in consideration for processing the home warranty application. Owner acknowledges receipt of warranty application.

5. **DISCLOSURE:** Owner agrees to (1) complete the *Ohio Residential Property Disclosure Form, if required by law*; (2) *Federal Lead-based Paint Disclosure Form*; (3) provide copies of sex offender notices received from the local law enforcement authorities. To Owner's knowledge, there are no encroachments, pending lawsuits, foreclosures, divorce actions, bankruptcies, orders of any public agencies, assessments, liens (tax, utility, mechanics), or other matters that could affect Owner's ability to provide a clear title to the property, except as follows (if none, so state): NA

6. **FAIR HOUSING:** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, 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.

7. **OTHER TERMS or ITEMS EXCLUDED FROM SALE:** NA

8. **MORTGAGE:** (bank/amount) NA

9. **ADDENDA:**  No MLS  Short Sale  
The signatures of all owners of the property are required on this Exclusive Right to Sell Agreement. This is a legally binding contract. If you have any questions of law, it is recommended you contact your attorney.

OWNER SIGNATURE: Suk B Gurung dotloop verified 07/21/22 11:10 PM EDT SYK-G107-AMKO-WBZ5 OWNER SIGNATURE: Krishna B Gurung dotloop verified 07/21/22 11:12 PM EDT SPFS-URX8-7MZR-BWFW

Print Name: Suk B Gurung Print Name: Krishna B Gurung

ADDRESS: 5902 Kings Hwy, Parma Heights, OH, 44130 PHONE: \_\_\_\_\_

E-MAIL ADDRESS: suk\_gurung2044@yahoo.com, krishnagurung521@yahoo.com DATE: 07/21/2022

AGENT: Rakesh Banija dotloop verified 07/21/22 10:46 PM EDT WZTV-LMQ6-FG0C-PZNL BROKER/COMPANY NAME: Realty Trust Services, LLC

Print Name: \_\_\_\_\_ PHONE: 216-218-7976 DATE: 07/21/2022