

- 2001 NEW kitchen cabinets
NEW kitchen appliances
Master bath updates ceramic tile & installed shower,
NEW washer/dryer
- 2003 Porch off master bedroom updated with insulation
New windows,
NEW electrical baseboard upstairs bedroom
NEW carpet
- 2004 Rear porch rebuild
- 2006 Front porch rebuild-
NEW roof- Full tear off and replacement
- 2009 Paver patio installed in backyard
New windows installed in house
- 2010 New furnace
New air conditioning installed
New gutters
- 2012 Full Exterior painted
- 2013 New electrical panel & line updated
- 2014 New carpet in master and hallway
New paint in kitchen, bath and basement

Supreme Covered Items

ATTIC AND EXHAUST FANS

Seller and Buyer



Covered: Switches, controls, motors, bearings and blades.

Not Covered: Shutters, belts and filters, circulation or paddle-type fans.

ELECTRICAL

Seller and Buyer



Covered: Electrical breakers, wiring, panels and sub-panels, plugs, fuses, switches, conduit, junction box, central vacuum systems.

Buyer only: Garage door openers (motors, push buttons, control boards, drive mechanisms, chains).

Covered: Service entrance cables, garage doors, meter boxes, meter balance mechanisms, rollers and remote sensing units, tracks, red sensors, any loss due to water seepage along service cable, meter entrance cables, any loss from overload or power failure, any electrical items or wiring located outside the perimeter of the principal building and attached garage.

HEATING SYSTEM**

Seller (with upgrade) and Buyer



Covered: (Must be centrally ducted) Central heating system including electric, gas, oil, gravity (centrally ducted only), steam or hot water heat systems, duct work, interior gas lines, dial and non-programmable digital thermostats, relays & wiring. Heat exchanger and/or combustion chamber, electric heat pump, burners, circuit board, ignitor, pressure sensor, transformer, gas valves, baseboard convectors, pumps, pressure switches, heating element. **Boiler systems only-** zone valves, thermal &/or water source heat pump components & parts located in the foundation of the home or attached garage which cool &/or heat the home. **Not Covered:** Outside &/or underground components for geothermal &/or water source heat pumps, well pump & pump components for geothermal &/or water source heat pumps, free-standing or portable heating units, through-wall units, coal or oil burning equipment, fuel oil or propane gas storage tanks, fuel oil registers, electronic air filters and cleaners, vents, space heaters, radiators, grills, filters, solar heating systems, radiators, fireplaces, chimneys & chimney liners, recovery of refrigerant and cleaning energy management systems.

PLUMBING SYSTEMS

Seller and Buyer



Covered: Drains & standard faucets, leaks and breaks to water, vent, gas or sewer lines, waste lines, assembly parts within the toilet tank, valves to shower, tub diverter, interior hose bibs, stoppage in drain, vent & sewer lines. Angle stops and risers.

Removal of stoppages with rotary machine, rotary machine (cleaning lines after 14 days has elapsed shall be considered a new claim and subject to a new deductible). The foregoing is covered only within the perimeter of the main foundation of the home including attached garage.

Buyer only: Permanently installed sump pumps (ground water only).

Covered: Sinks, bathtubs, fixtures, exterior hose bibs, filters, sewage pumps, shower-base pans, shower enclosures, tub enclosures, tub drain ring seals, toilet bowl and tank, caulking, grouting, tile fields, floor drains, sprinklers, leach beds, root damage, any loss arising out of a hole or break of chemical or mineral deposits, water residue, rust-out, or insufficient capacity drain, low pressure, loss arising from porcelain cracking, chipping, dents or other externally caused physical damages, pipe or holding tanks, auxiliary sump pumps. Sewage lines located in the main foundation of the home & tree roots.

TRASH COMPACTOR

Seller and Buyer



Covered: All parts and components excluding lock-key assembly.

Not Covered: Removable buckets.

HUMIDIFIER

Buyer Only



Covered: Permanently mounted furnace humidifier including pans, housing, motors, fans, humidistats, transformers, valves & lines.

WATER HEATER

Seller and Buyer



Covered: Electric, gas and tankless. Control thermostat and thermocouple, gas valves, pressure and temperature relief valve, heating elements, drain valve and instant hot water dispensers, dip tubes, blower motor, heat exchanger, burners, ignitor, temperature sensor.

Not Covered: Oil hot water tanks, and loss arising as a result of chemical or mineral deposits, insufficient capacity, water residue or rust-out (chemical, mineral deposits, and sediments are covered with Buyers Preferred Upgrade only).

ROOF

Buyer Only



Covered: Rolled roofing, asphalt shingles and flashing. Water leaks only and must occur during coverage period for coverage to apply.

Not Covered: Roof mount installations, gutters, drain lines, pre-existing leaks, leaks in any deck or balcony, leaks due to ice damming, or leaks which are caused by or which result from any of the following: damage due to persons walking or standing on the roof, missing and/or broken tiles or shingles, repairs or construction not performed in a workmanlike manner, failure to perform normal roof maintenance, replacement of entire roof, rotten wood, flat and/or hot tar roof, or acts of God such as tornado, hurricane, earthquake, fire, and lightning. Water damage must occur in the roof located over the primary living area, excluding attached garage.

CENTRAL AIR CONDITIONING**

Seller (with upgrade) and Buyer



Covered: (Electric refrigerant central air conditioning units only). Coils and compressors, capacitor, motors, thermostat valves, dial and non-programmable digital thermostat, leaks in refrigerant lines, liquid suction line dryers, fuses, breakers, disconnect boxes (contactor), wiring, condensing units, evaporative coolers.

Not Covered: Window units, free-standing room units, water cooled units, portable units, any type of gas, lithium/glycol or geothermal unit including condenser fins, drain pans, cleaning, duct work associated with any gas units, electronic air filters or cleaners, filters, water towers, evaporative cooling pads, energy management systems, or recovery of refrigerant and chillers.

KITCHEN APPLIANCES**

Seller (with upgrade) and Buyer

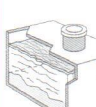


Covered: (All appliances must be part of the contract to purchase for the purchaser with the sale of the home or be built-in). Free-standing range, built-in oven, cooktop, built-in dishwasher (pump, motor, timers, gaskets, spray arm, seals, air gap, latches, switches & heating element, control board), built-in microwave, garbage disposal, refrigerator (compressor). Coverage is limited to primary kitchen area.

Not Covered: Water dispenser, cracked or broken thermal shells, any loss or damage of a cosmetic nature such as denting, chipping, etc., the cost of attaining access, replacement or repair of countertops or cabinets, racks, baskets, clocks, timers, rollers, glass or ceramic cooktops, self-cleaning mechanisms, cooking accessories, doors, door hinges, knobs, keypads, interior lining, door glass, latches, meat probes, rotisseries, shelves, ice makers, ice crushers, soap dispensers, beverage dispensers, broken interior, loss due to rust out and food spoilage, recovery of refrigerant, and freezers which are not an integral part of refrigerator.

SEPTIC

Buyer Only



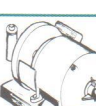
COVERAGE FOR SEPTIC SYSTEMS BEGINS THIRTY (30) DAYS FROM DATE OF CLOSING.

Covered: Septic tank and line from house, baffles, sewage ejector pump and switches.

Not Covered: Drainfield, tile fields and leach beds, clean out, or insufficient capacity.

WATER WELL PUMP

Buyer Only



MUST BE PRIMARY WATER SOURCE. COVERAGE BEGINS THIRTY (30) DAYS AFTER CLOSING.

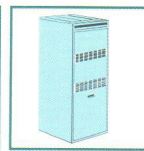
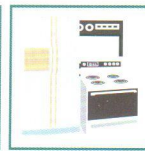
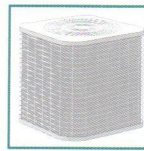
Covered: Well pumps, valves and regulators.

Not Covered: Pressure tanks, piping or electrical lines leading to or connecting pressure tank and primary dwelling well casings, holding or storage tanks, and

OPTIONAL SELLER COVERAGE

(requires payment of additional fee)

SELLER PREFERRED UPGRADE

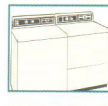


Covered: HEATING SYSTEMS** (As noted in previous Heating Section), CENTRAL AIR CONDITIONING SYSTEMS** (As noted in the previous Central Air Conditioning section), KITCHEN APPLIANCES** (As noted in the previous Kitchen Appliances section) includes refrigerator, built-in dishwasher, free-standing range, built-in oven, built-in microwave. **Not Covered:** Items listed specifically as not covered in the previous sections of this warranty for Heating Systems**, Central Air Conditioning Systems**, Kitchen Appliances** are also not covered under this upgrade package.

OPTIONAL BUYER COVERAGE

Available to Buyer Only at Closing. (requires payment of additional fee)

CLOTHES WASHER & DRYER



Covered: All parts and components except: **Not Covered:** Soap dispensers, filter screens, plastic mini-tub, dials and knobs, lint screen, venting, and damage to clothing.

JETTED BATHTUBS



Covered: Mechanical parts and components as follows: accessible electrical controls; accessible plumbing lines; air pumps; drains; gaskets; and primary circulation pump motor.

Not Covered: Bathtub shell; caulking and grout; failures due to dry operation of equipment; gaining access to piping, jets, electrical and component parts; tiles and marble; and tub enclosure.

SWIMMING POOL, SPAS



Covered: INGROUND BUILT POOL ONLY. All components and parts of the heating, pumping, and filtration system. A spa, including an exterior whirlpool and hot tub is also covered along with a swimming pool, if the units utilize common equipment. If they do not, coverage is limited to the option selected for either the spa or the pool unless the buyer has selected the pool/spa combo coverage.

Not Covered: Skimmers, pool sweeps, pool sweep motors, lights, liners, jets, concrete-encased, underground electrical, gas or plumbing lines, cleaning equipment, solar equipment, structural defects, all above ground pools.

WATER SOFTENER



Covered: Domestic Water Softener, brine tank and connecting water lines.

Not Covered: Insufficient or excessive water pressure, color or purity of water, filters, resin beds, salt replacement, rust or corrosion, normal maintenance purification systems, and all rental units.

BUYER PREFERRED UPGRADE

Central Heat: adds - registers, grills and heat lamps. **Central Air: adds** - refrigerant recovery, registers and grills. **Plumbing: adds** - toilets replaced with like quality up to \$200 per occurrence. **Water Heater: adds** - sediment build-up. **Special Electrical Package Includes:** Fire/Burglar alarm, lighting fixtures, doorbell, **garage door opener** - hinges, springs, keypads and remote transmitters, ceiling fan. **Kitchen Appliances: adds** - refrigerator refrigerant recovery, ice maker and ice/beverage dispenser and their respective equipment; **trash compactor** lock and key assembly, buckets; **built-in dishwasher** racks, baskets and rollers; **built-in microwave** interior lining, glass door, clocks and shelves; **oven/range** interior lining, clocks, rotisseries, racks, handles, knobs and dials, **Ceiling fan** (must be located in main dwelling); **Code violations:** when the correction of code violation(s) is required to affect a covered repair or replacement of a heating, plumbing or electrical "Component Part" APHW will pay up to \$250 aggregate to correct

Home Sellers & Buyers Need The Protection of America's Preferred Home Warranty

What Every Home Seller Needs To Know

Studies show home warranties often help sellers . . .

- ◆ ***Sell Homes More Quickly***
- ◆ ***Sell Homes For A Higher Average Sales Price***
- ◆ ***Keep Deals Together During Negotiations***

What Every Home Buyer Needs To Know

- ◆ ***Nearly 7 out of 10 new home buyers experience a major system/appliance failure in their first year in the home***
- ◆ ***Fixing or replacing these items can easily cost hundreds and even thousands of dollars***

***Mechanical Systems & Appliances Are Costly To Repair...
America's Preferred Home Warranty Creates A Win-Win Scenario For Both The Buyer And Seller!***



IMPORTANT: FOR SERVICE CALL 1-800-648-5006. NO PAYMENT OR REIMBURSEMENT FOR SERVICES PERFORMED WITHOUT PRIOR APPROVAL.



Contract No.: A.P. _____
 To obtain a Contract Number Call 1-800-648-5006
 and Fax To: 1-888-479-2652
 Email: aphwoffice@comcast.net
www.aphw.org

SUPREME HOME WARRANTY SERVICE AGREEMENT

Seller's Name
Karen & Chris Stormann

Property Address No. & Street
10003 Foster Avenue

City State Zip
Euclid, Ohio 44108

Phone # _____

Seller's E-mail _____

Buyer's Name
Josiah and Chelsea Britt

New Phone #
216-224-4831

Buyer's E-mail
mrjobritt@gmail.com

Real Estate Office Name
RE/MAX RESULTS

Address
9954 JOHNNYCAKE RIDGE ROAD

City State Zip
CONCORD TOWNSHIP, OHIO 44077

Phone # Fax #
440-354-3444

Real Estate Agent Agent's E-mail
KRISTINA ZELEZNIK kristinazeleznik@remax.net

Closing Date Listing date _____

Housing Type: Single/Family Condo Duplex = 2 warranty agreements
 New Home Construction Tri Plex = 3 warranty agreements
 Foreclosed/Repossessed Home** Four Plex = 4 warranty agreements
(**See Terms & Conditions on reverse "General #9")

PLAN OPTIONS (Please Check One)

1 YEAR PLAN \$390 WITH A DEDUCTIBLE OF \$100.00
 \$405 WITH A DEDUCTIBLE OF \$ 75.00
 \$425 WITH A DEDUCTIBLE OF \$ 50.00

2 YEAR PLAN \$750 WITH A DEDUCTIBLE OF \$100.00

1 YEAR CONDO PLAN \$365 WITH A DEDUCTIBLE OF \$ 75.00

3 YEAR NEW CONSTRUCTION WARRANTY FOR BUYERS* \$550 WITH A DEDUCTIBLE OF \$ 75.00

*Coverage begins 366 days after closing and continues for 3 years.

MULTI-FAMILY UNITS (\$75 DEDUCTIBLE) DUPLEX-\$700 (2 WARRANTY AGREEMENTS)
 TRIPLEX-\$975 (3 WARRANTY AGREEMENTS) FOURPLEX-\$1,250 (4 WARRANTY AGREEMENTS)

COVERAGE	BUYER		SELLER	
	BUYER	PREFERRED UPGRADE	SELLER	PREFERRED UPGRADE
Heating System	•			•
Central Air Conditioning	•			•
Refrigerator	•			•
Built-in Dishwasher	•			•
Free-Standing Range/Cooktop	•			•
Built-In Oven	•			•
Built-In Microwave	•			•
Garbage Disposal	•			•
ListSecure™ Program			•	
Plumbing	•			•
Electrical System	•			•
Water Heater	•			•
Duct Work	•			•
Attic & Exhaust Fans	•			•
Central Vacuum	•			•
Instant Hot Water Dispenser	•			•
Trash Compactor (built-in)	•			•
Stoppages	•			•
Humidifier	•			•
Roof Leak Repair	•			•
Permanently Installed Sump Pump	•			•
Garage Door Opener	•			•
Septic System	•			•
Water Well Pump	•			•
Hotel Benefits	•			•
Special Electrical Package Includes: Fire/Burglar Alarm, Lighting Fixtures, Doorbell, Ceiling Fans			•	
Central heat: registers, grills & heat lamps			•	
Central air: refrigerant recovery, registers & grills			•	
Water heater: sediment buildup			•	
Toilets: replaced with like quality			•	
Garage door opener: hinges, springs, keypads and remote transmitters			•	
Refrigerator: refrigerant recovery, ice maker and ice/beverage dispenser			•	
Trash compactor: lock & key assembly, bucket			•	
Built-in Dishwasher: racks, baskets and rollers			•	
Built-in microwave: interior lining, glass door, clocks & shelves			•	
Oven/range: interior lining, clocks, rotisseries, racks, handles, knobs & dials			•	
\$250 towards code violations			•	

Seller's coverage for the listing period starts the date the application is received and accepted by America's Preferred Home Warranty, Inc and continues until closing or until the listing is cancelled, whichever occurs first.

Buyer's coverage begins at the close of sale and continues for One (1) year from that date (or 2 years if the 2 year plan is chosen). Provided payment has been received by America's Preferred within seven (7) business days after close of sale in order for coverage to be in force. **SEE TERMS, CONDITIONS, AND LIMITATIONS WITHIN THIS AGREEMENT, LOCATED ON THE REVERSE SIDE OF THIS CONTRACT.**

THE ABOVE CHARGES FOR PRINCIPAL DWELLING AND ADDITIONAL DWELLINGS INCLUDE THE FULL AMOUNT OF ALL FEES, IF ANY, PAYABLE TO THE REAL ESTATE BROKER AND ITS AGENTS FOR ADMINISTERING, PROCESSING AND ADVERTISING.

THIS AGREEMENT DOES NOT COVER ANY PRE-EXISTING DEFECTS. IN ORDER TO QUALIFY FOR COVERAGE, POTENTIALLY COVERED ITEMS MUST BE FULLY OPERATIONAL AND IN SATISFACTORY WORKING CONDITION UPON OCCUPANCY OF THE HOME.

Seller, acknowledges by his signature below, that he or she has read this Home Warranty Service Agreement, including all Service Agreement Terms & Conditions on the reverse side & he or she understands the terms and conditions of the contract. That the obligation of America's Preferred to perform hereunder is conditional upon the truth & accuracy of statements made in these declarations & upon full performance of this Agreement by the Seller. The seller further acknowledges that any known pre-existing defects have been declared & that all systems for which coverage is provided are fully functional & in good, satisfactory operating condition and will be in good operating condition on the transfer date of coverage to the buyer & upon occupancy of the home and is obligated to pay the cost of this home warranty protection at closing. **Seller Preferred Upgrade fee due at closing. Seller understands and agrees that APHW reserves the right to request payment of the Seller Preferred Upgrade if service has been performed on an upgraded systems or appliances in the event of listing expiration or cancellation of coverage.**

Buyer, acknowledges by his signature below, that he or she has read this Home Warranty Service Agreement, including all Service Agreement Terms & Conditions on the reverse side & he or she understands the terms and conditions of the contract. That the obligation of this Agreement by the seller and buyer and that all systems are in good & satisfactory, operating condition on the transfer date of coverage to the buyer and upon occupancy of the home.

BOTH PARTIES AGREE THAT THE OBLIGATIONS OF THE SERVICE FOR REPAIR OR SERVICE UNDER THIS AGREEMENT ARE SOLELY THOSE OF THE SERVICE AND ARE NOT THE OBLIGATION OF ANY REAL ESTATE FIRM. SEE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE.

Seller(s) Signature(s) X Karen Stormann Date 11/20/14 2:45PM EST
 X Chris Stormann Date 11/20/14 2:47PM EST
 Buyer(s) Signature(s) X Josiah H. Britt Date _____
 X Chelsea J. Britt Date _____

WAIVER
 Applicant has reviewed this agreement and hereby declines coverage. Applicant agrees to hold the real estate broker and agent harmless in the event of a significant mechanical failure which otherwise would have been covered under the Home Warranty Plan.

Seller(s) Signature(s) X _____ Date _____

OPTIONAL COVERAGE AVAILABLE TO SELLER ONLY

Seller Preferred Upgrade (see chart above)	\$ 75.00
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PER YEAR OPTIONAL COVERAGE AVAILABLE TO BUYER ONLY

Buyer Preferred Upgrade (see chart above)	\$ 75.00
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PER YEAR OPTIONAL COVERAGE AVAILABLE TO BUYER ONLY

Inground Swimming Pool	\$100.00
Spa Only	\$ 85.00
Pool/Spa Combo (built-in)	\$185.00
Jetted Bathtubs	\$125.00
Clothes Washer & Dryer	\$ 50.00
Water Softener	\$ 40.00

IMPORTANT: If the Buyer Preferred Upgrade has been selected and the property is a multiple family dwelling, the upgrade package must be purchased for each unit.

Plan Cost _____ + Options _____ = Total **390.00**

MAKE CHECKS PAYABLE TO:

When buying or selling a home... America's Preferred Home Warranty Plan can help

For the Seller:

Listing Coverage: You are protected against repair and/or replacement on covered systems while your home is listed AND you pay nothing until your home sells!

Timely Sale: Homes presented with a Home Warranty generally sell faster than homes of the same caliber without coverage. The buyer's position; having 2 very similar homes, the warranty on the home can be the deciding factor.

America's Preferred Home Warranty: offers customer service representatives 24-hours a day/7 days a week. Homeowners can choose any licensed contractor of their choice or one can be provided. America's Preferred Warranty Company services thousands of customers throughout the United States.

For the Buyer:

Purchasing Power: Let the professionals at America's Preferred Home Warranty take the anxiety out of buying your next home. You don't need costly repair bills within the first year of owning your new home. America's Preferred Home Warranty repairs or replaces the covered system* by simply calling our toll-free number, **1-800-648-5006**, 24-hours a day, 7 days a week.

Protection: Coverage begins at the day of closing for the buyer and continues for one year. There is also additional optional coverage available for greater peace of mind.



*Subject to Terms & Conditions of Agreement

PLAN OPTIONS (Please Check One)				
1 YEAR PLAN	<input type="checkbox"/>	\$390 WITH A DEDUCTIBLE OF \$100.00		
	<input type="checkbox"/>	\$405 WITH A DEDUCTIBLE OF \$ 75.00		
2 YEAR PLAN	<input type="checkbox"/>	\$425 WITH A DEDUCTIBLE OF \$ 50.00		
1 YEAR CONDO PLAN	<input type="checkbox"/>	\$750 WITH A DEDUCTIBLE OF \$100.00		
3 YEAR NEW CONSTRUCTION WARRANTY FOR BUYERS*	<input type="checkbox"/>	\$365 WITH A DEDUCTIBLE OF \$ 75.00		
	<input type="checkbox"/>	\$550 WITH A DEDUCTIBLE OF \$ 75.00		
*Coverage begins 366 days after closing and continues for 3 years.				
MULTI-FAMILY UNITS (\$75 DEDUCTIBLE)	<input type="checkbox"/>	DUPLEX=\$700 (2 WARRANTY AGREEMENTS)		
<input type="checkbox"/> TRIPLEX=\$975 (3 WARRANTY AGREEMENTS)	<input type="checkbox"/>	FOURPLEX=\$1,250 (4 WARRANTY AGREEMENTS)		

COVERAGE	BUYER	BUYER PREFERRED UPGRADE	SELLER	SELLER PREFERRED UPGRADE
Heating System	•			
Central Air Conditioning	•			
Refrigerator	•			
Built-in Dishwasher	•			
Free-Standing Range/Cooktop	•			
Built-In Oven	•			
Built-In Microwave	•			
Garbage Disposal	•			
ListSecure™ Program			•	
Plumbing	•		•	
Electrical System	•		•	
Water Heater	•		•	
Duct Work	•		•	
Attic & Exhaust Fans	•		•	
Central Vacuum	•		•	
Instant Hot Water Dispenser	•		•	
Trash Compactor (built-in)	•		•	
Stoppages	•		•	
Humidifier	•		•	
Roof Leak Repair	•		•	
Permanently Installed Sump Pump	•		•	
Garage Door Opener	•		•	
Septic System	•		•	
Water Well Pump	•		•	
Hotel Benefits	•		•	
Special Electrical Package Includes:		•		
Fire/Burglar Alarm, Lighting Fixtures, Doorbell, Ceiling Fans		•		
Central heat: registers, grills & heat lamps		•		
Central air: refrigerant recovery, registers & grills		•		
Water heater: sediment buildup		•		
Toilets: replaced with like quality		•		
Garage door opener: hinges, springs, keypads and remote transmitters		•		
Refrigerator: refrigerant recovery, ice maker and ice/beverage dispenser		•		
Trash compactor: lock & key assembly, bucket		•		
Built-in Dishwasher: racks, baskets and rollers		•		
Built-in microwave: interior lining, glass door, clocks & shelves		•		
Oven/range: interior lining, clocks, rotisseries, racks, handles, knobs & dials		•		
\$250 towards code violations		•		

OPTIONAL COVERAGE AVAILABLE TO SELLER ONLY	
Seller Preferred Upgrade (see chart above)	\$ 75.00

PER YEAR OPTIONAL COVERAGE AVAILABLE TO BUYER ONLY	
Buyer Preferred Upgrade (see chart above)	\$ 75.00

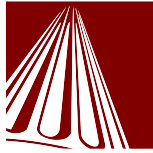
PER YEAR OPTIONAL COVERAGE AVAILABLE TO BUYER ONLY	
Inground Swimming Pool	\$100.00
Spa Only	\$ 85.00
Pool/Spa Combo (built-in)	\$185.00
Jetted Bathtubs	\$125.00
Clothes Washer & Dryer	\$ 50.00
Water Softener	\$ 40.00

IMPORTANT: If the Buyer Preferred Upgrade has been selected and the property is a multiple family dwelling, the upgrade package must be purchased for each unit.

Plan Cost _____ + Options _____ = Total _____

MAKE CHECKS PAYABLE TO:
America's Preferred Home Warranty, Inc. • 1500 W. Parnall, Jackson, MI 492

FOR SERVICE, CALL 800-648-5006



**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. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction.

Dual Agency

Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of all parties.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at www.com.ohio.gov/real.

Working With Realty Trust Services

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 or you can seek representation from another brokerage.

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.

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.

Josiah M Britt
Name (Please Print)

Josiah M Britt
J Josiah M Britt (Nov 18, 2014)
Signature Date

Chelsea J Britt
Name (Please Print)

Chelsea J Britt
Chelsea J Britt (Nov 18, 2014)
Signature Date



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 10003 Foster Ave, Bratenahl, OH 44108

Buyer(s): Josiah M Britt Chelsea J Britt

Seller(s): Karen M Stormann Chris Stormann

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Sergio D Picciuto AGENT(S), and Realty Trust Services BROKERAGE.

The seller will be represented by Kristina Zeleznik AGENT(S), and ReMax Results BROKERAGE.

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ will 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.

Josiah M Britt
Josiah M Britt (Nov 18, 2014)
 BUYER/TENANT Josiah M Britt DATE _____

Chelsea J Britt
Chelsea J Britt (Nov 18, 2014)
 BUYER/TENANT Chelsea J Britt DATE _____

Chris Stormann
dotloop verified 11/20/14 2:46PM EST 18DT-LU5N-RCNZ-1H05
 SELLER/LANDLORD _____ DATE _____

Karen Stormann
dotloop verified 11/20/14 2:44PM EST 18DT-LU5N-RCNZ-1H05
 SELLER/LANDLORD _____ DATE _____

DUAL AGENCY

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

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

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

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

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

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

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

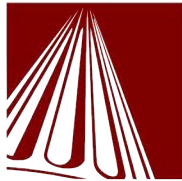
Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their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

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

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

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





Realty Trust Services



Promisary Note

Promissory Note


\$ 1,000.00 _____ Date _____

4 days from acceptance

ON DEMAND after date, _____ promise to pay to the order of
REALTY TRUST SERVICES

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

DUE DATE Josiah M Britt Josiah M Britt
ON DEMAND Chelsea J Britt Chelsea J Britt

 Josiah M Britt (Nov 18, 2014)
Chelsea J Britt (Nov 18, 2014)

Approved forms – The Cleveland Area Board of REALTORS®



PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE

1 **BUYER** The undersigned Josiah M Britt Chelsea J Britt offers to buy the

2 **PROPERTY** located at 10003 Foster Ave, Bratenahl, OH 44108

3 City _____, Ohio, Zip _____

4 Permanent Parcel No. 631-16-044, and further described as being: single family dwelling

5 _____

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

15 all items as per MLS # 3631261 & gas grill in rear yard, CO Detector, Garbage Disposal

16 NOT included: JB CB

17 _____

18 **SECONDARY OFFER** This is is not a secondary offer. This secondary offer, if applicable, will become a
19 primary offer upon BUYER's receipt of a signed copy of the release of the primary offer on or before
20 _____ (date). BUYER shall have the right to terminate this secondary offer at any time prior to
21 BUYER's receipt of said copy of the release of the primary offer by delivering written notice to the SELLER or the
22 SELLER's agent. BUYER shall deposit earnest money within four (4) days of becoming the primary offer.

23 **PRICE** BUYER shall pay the sum of \$ 104,000.00 ~~XXX,XXX~~

24 Payable as follows: \$113,500.00

25 Earnest money paid to Broker will be deposited in a non-
26 interest bearing trust account and credited against
27 purchase price. \$ 1,000.00

28 Check to be deposited immediately upon the
29 formation of a binding AGREEMENT, as defined
30 below on lines 231-238.

31 Note to be redeemed within four (4) days after
32 formation of a binding AGREEMENT, as defined
33 below on lines 231-238.

34 Cash to be deposited in escrow \$ ~~104,800.00~~ \$16,025.00

35 Mortgage loan to be obtained by BUYER \$ ~~88,400.00~~ \$96,475.00

36 CONVENTIONAL, FHA, VA, OTHER _____

37 _____

38 **FINANCING** BUYER shall make a written application for the above mortgage loan within 3 days
39 after acceptance and shall obtain a commitment for that loan on or about 14 days. If,
40 despite BUYER's good faith efforts, that commitment has not been obtained, then this AGREEMENT shall be null
41 and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned
42 to the BUYER without any further liability of either party to the other or to Broker and their agents.

Approved by CABOR, LoCAR, LCAR and GeCAR JB CB
Revised May 1, 2000
Page 1 of 6
SELLER'S INITIALS AND DATE

JB CB
BUYER'S INITIALS AND DATE

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

12-30-14

47 **CLOSING** All funds and documents necessary for the completion of this transaction shall be placed in escrow
48 with the lending institution or escrow company on or before ~~12-31-14~~ ~~X/20/14~~, and title shall be
49 transferred on or about ~~12-31-14~~ ~~X/20/14~~ 1/30/15 12-30-14

CB
CB

50 **POSSESSION** SELLER shall deliver possession to BUYER on ~~12-31-14~~ 1/31/15 (date) at noon (time)
51 AM PM, provided the title has transferred. Subject to BUYER's rights, if any, the premises may be occupied
52 by the SELLER free for FIVE (5) days. Additional NA days at a rate of
53 \$ 27.00 per day. Payment and collection of fees for use and occupancy after transfer of title are the
54 sole responsibility of SELLER and BUYER.

JB

55 **TITLE** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if
56 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any
57 mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and
58 encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any,
59 and d) taxes and assessments, both general and special not yet due and payable. SELLER shall furnish an
60 Owner's Fee Policy of Title Insurance from Innovative Title - EMERALD GLEN TITLE-KAREN DANKO 440-347-336
61 (title company - if BUYER has a preference) in the amount of the purchase price with cost of the insuring
62 premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish an
63 Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have
64 thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to
65 each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither
66 BUYER, SELLER nor any REALTOR(S) shall have any further liability to each other, and both BUYER and
67 SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

CB
11/20/14
2:44PM EST

CB
11/20/14
2:46PM EST

CB

JB

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

85 _____
86 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),
87 BUYER SELLER agrees to pay the amount of such recoupment.

88 **CHARGES/ESCROW INSTRUCTIONS:** This AGREEMENT shall be used as escrow instructions subject to the
89 Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real
90 estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by
91 BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d)
92 prorations due BUYER, e) Broker's commissions, f) one-half of the escrow and g)
93 other contribute 3,500.00 of purchase price towards buyers closing costs
94 (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the
95 entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession,

CB

JB

CB
11/20/14
2:44PM EST

CB
11/20/14
2:46PM EST

Approved by CABOR, LoCAR, LCAR, GeCAR, MeCAR, BOR and the Cuyahoga County Bar Association
Revised May 1, 2000

SELLER'S INITIALS AND DATE
SELLER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE
BUYER'S INITIALS AND DATE

96 whichever is later. The escrow agent shall withhold \$ 300.00 from the proceeds due SELLER for
97 the SELLER's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the
98 BUYER.

99 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the
100 escrow fee b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording
101 fees for the deed and any mortgage, and d) other _____

102 _____, BUYER shall secure new insurance on the property. CB
CB

103 BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by
104 BUYER which will will not be provided at a cost of \$390.00 charged to SELLER BUYER from JB
B
105 escrow at closing. SELLER and BUYER acknowledge that this LIMITED HOME WARRANTY PROGRAM will not
106 cover any pre-existing defects in the property. Broker may receive a fee from the home warranty provider.

107 The SELLER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1
108 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

109 The BUYER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1
110 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

111 **INSPECTION** This AGREEMENT shall be subject to the following inspection(s) by a qualified inspector of
112 BUYER's choice within the specified number of days from formation of binding AGREEMENT. BUYER assumes
113 sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of
114 any and all liability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections,
115 BUYER acknowledges that BUYER is acting against the advice of BUYER's agent and broker. BUYER
116 understands that all real property and improvements may contain defects and conditions that are not readily
117 apparent and which may affect a property's use or value. BUYER and SELLER agree that the REALTORS® and
118 agents do not guarantee and in no way assume responsibility for the property's condition. BUYER acknowledges
119 that it is BUYER's own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or
120 BUYER's inspectors regarding the condition and systems of the property.

121 INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHAVA DO NOT
122 NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

123 **WAIVER** JB CB (Initials) BUYER elects to waive each professional inspection to which BUYER has
124 not indicated "YES." Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such
125 inspection and shall be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.

Choice	Inspection		Expense	
	Yes	No	BUYER's	SELLER's
<input checked="" type="checkbox"/> <input type="checkbox"/>	<u>CB</u>	<u>JB</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
GENERAL HOME	<u>14</u>	<u>7</u>		
<input type="checkbox"/> <input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
SEPTIC SYSTEM				
<input type="checkbox"/> <input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
WATER POTABILITY				
<input type="checkbox"/> <input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
WELL FLOW RATE				
<input type="checkbox"/> <input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
RADON				
<input checked="" type="checkbox"/> <input type="checkbox"/>			<input type="checkbox"/>	<input checked="" type="checkbox"/>
OTHER	<u>14</u>			
compliant city POS as required				

135 After each inspection requested, BUYER shall have three (3) days to elect one of the following: a) Remove the
136 inspection contingency and accept the property in its "AS IS" PRESENT PHYSICAL CONDITION; or b) Accept
137 the property subject to SELLER agreeing to have specific items, that were either previously disclosed in writing by
138 the SELLER or identified in a written inspection report, repaired by a qualified contractor in a professional manner
139 at SELLER's expense; or c) Terminate this AGREEMENT if written inspection report(s) identify material latent
140 defects NOT previously disclosed in writing by the SELLER and any cooperating real estate Broker.

141 If the property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an
142 Amendment To Purchase AGREEMENT removing the inspection contingency and this AGREEMENT will proceed

Approved by C.A.B.O.R., L.o.C.A.R., L.C.A.R., G.e.C.A.R., M.e.d.i.n.a., B.O.R. and the Cuyahoga County Bar Association
Revised May 1, 2000
Page 3 of 6
SELLER'S INITIALS AND DATE CB 11/20/14 2:44PM EST
BUYER'S INITIALS AND DATE JB 11/20/14 2:46PM EST
© Form 100

143 in full force and effect. If the property is accepted subject to the SELLER repairing specific defects, BUYER shall
144 provide to SELLER a copy of the inspection report(s) and sign an Amendment To Purchase Agreement removing
145 the inspection contingency and identifying the defects which are to be repaired. SELLER and BUYER shall have
146 three (3) days from SELLER's receipt of the written list of defects and the inspection report(s) to agree in writing
147 which defects, if any, will be corrected at SELLER's expense. If a written AGREEMENT is not signed by SELLER
148 and BUYER within those three (3) days, this AGREEMENT is null and void and SELLER and BUYER agree to
149 sign a mutual release. If the BUYER elects to terminate this AGREEMENT based upon newly discovered material
150 latent defects in the property, BUYER shall provide a copy of the written inspection report to the SELLER and
151 both parties agree to promptly sign a mutual release. Upon signing of a mutual release by SELLER and BUYER,
152 the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other
153 or to Broker(s).

154 The BUYER and SELLER can mutually agree **IN WRITING** to extend the dates for inspections, repairs, or to
155 exercise their right to terminate the AGREEMENT. SELLER agrees to provide reasonable access to the property
156 for BUYER to review and approve any conditions corrected by SELLER.

157 Yes No

158 **PEST/WOOD DESTROYING INSECTS** An inspection of all structures on said premises shall be
159 made by a licensed inspection or exterminating agency of BUYER's or SELLER's choice at BUYER's
160 SELLER's expense and such agency's written report shall be made available to the BUYER before closing. If
161 such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the
162 condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a
163 period of at least one year in the case of termites and a certificate of guarantee for a period of at least 60 days in
164 the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE BUYER
165 OR SELLER (unless FHA/VA regulations prohibit payment of inspection by BUYER, in which case SELLER
166 shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair, if it exceeds \$500.00.

167 Yes No

168 **LEAD BASED PAINT** BUYER shall have the right to have a risk assessment or inspection of the
169 property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at
170 BUYER's expense within ten (10) days after formation of a binding AGREEMENT. (Intact lead-based paint that is
171 in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home"
172 for more information.) In the event existing deficiencies or corrections are identified by the inspector in their
173 written report, BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the
174 specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately
175 provide the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to
176 immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of
177 the inspection report and BUYER's request of repairs, SELLER will have the option to either agree to correct the
178 deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the
179 deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk
180 assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct
181 the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its "AS IS" condition.
182 BUYER may remove this right of inspection at any time without SELLER's consent.

183 BUYER HAS JB CB (BUYER's initials) received a copy of the EPA pamphlet entitled "PROTECT
184 YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT
185 AND/OR LEAD-BASED PAINT HAZARDS."

186 BUYER HAS NOT _____ (BUYER's initials) received a copy of the EPA pamphlet entitled
187 "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED
188 PAINT AND/OR LEAD-BASED PAINT HAZARDS (disclosure form)." This offer is subject to the SELLER
189 completing the disclosure form and BUYER's review and approval of the information contained on the disclosure
190 form within _____ days from receipt.

191 **MEGAN'S LAW** SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to Ohio's
192 sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and
193 agrees to inquire with the local sheriff's office. BUYER agrees to assume the responsibility to check with the local
194 sheriff's office for additional information. BUYER will rely on BUYER's own inquiry with the local sheriff's office as
195 to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the
196 transaction.

Approved by CABOR, LoCAR, LCAR, GeCAR, Medina BOR and the Cuyahoga County Bar Association
Revised May 1, 2000
Page 4 of 6

JB
SELLER'S INITIALS AND DATE
11/20/14
2:44PM EST

JB CB
BUYER'S INITIALS AND DATE

197 **CONDITION OF PROPERTY** BUYER has examined the property and agrees that the property is being
198 purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on
199 the state of Ohio Residential Property Disclosure Form or identified by any inspections requested by either party.
200 SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of
201 acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or
202 statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this
203 AGREEMENT or on the Residential Property Disclosure Form.

204 BUYER HAS ^{JB} ^{CB} (BUYER's initials) received a copy of the Residential Property Disclosure
205 Form signed by SELLER on 6-22-14 (date) prior to writing this offer.

206 BUYER HAS NOT (BUYER's initials) received a copy of the Residential Property
207 Disclosure Form. This offer is subject to the SELLER completing the Residential Property Disclosure Form and
208 BUYER's review and approval of the information contained on the disclosure form within _____ days from
209 receipt.

210 SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time
211 of transfer of utilities. SELLER agrees to comply with any and all local governmental point of sale laws and/or
212 ordinances. SELLER will promptly provide BUYER with copies of any notices received from governmental
213 agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER
214 shall have five (5) days after receipt by BUYER of all notices to agree in writing which party will be
215 responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot
216 agree in writing, this AGREEMENT can be declared null and void by either party.

217 **REPRESENTATIONS AND DISCLAIMERS** BUYER acknowledges that the SELLER completed the Residential
218 Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements or
219 errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker(s) and their
220 agents have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER
221 hereby acknowledges that any representation by SELLER or the real estate agent(s) regarding the square
222 footage of the rooms, structures or lot dimensions, homeowners fees, public and private assessments, utility bills,
223 taxes and special assessments are approximate and not guaranteed. Please list any and all verbal
224 representations made by Broker(s) or their agents that you relied upon when purchasing this property (if none,
225 write "none"). NONE



226 _____

227 **DAMAGE** If any building or other improvements are destroyed or damaged in excess of ten percent of the
228 purchase price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and
229 complete this transaction or may terminate this AGREEMENT and receive the return of all deposits made. If such
230 damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior condition.

231 **BINDING AGREEMENT** Upon written acceptance and then either written or verbal notice of such acceptance to
232 the last-offering party, this offer and any addenda listed below shall become a LEGALLY BINDING AGREEMENT
233 UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire
234 understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to
235 this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile signatures shall be
236 deemed binding and valid. This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's
237 usual conditions of acceptance. For purposes of this AGREEMENT, "days" shall be defined as calendar days.
238 **This AGREEMENT is a legally binding contract. If you have any questions of law, consult your attorney.**

239 **ADDENDA** The additional terms and conditions in the attached addenda Agency Disclosure Form
240 Residential Property Disclosure Form VA FHA FHA Home Inspection Notice Condo House Sale
241 Contingency Addendum House Sale Concurrence Addendum Lead Based Paint Other _____
242 are made part of this AGREEMENT. **The terms and conditions of any addenda supersede any conflicting**
243 **terms in the purchase AGREEMENT.**

Approved by CABOR, LoCAR, LCAR and GcCAR
Revised May 1, 2000
Page 5 of 6

 
SELLER'S INITIALS AND DATE

 
BUYER'S INITIALS AND DATE

244 Josiah M Britt Josiah M Britt
245 (BUYER) Josiah M Britt (ADDRESS AND ZIP CODE)
Josiah M Britt (Nov 18, 2014) Josiah M Britt (Nov 21, 2014)

246 Chelsea J Britt Chelsea J Britt
247 (BUYER) Chelsea J Britt (PHONE NO.) ---> (DATE)
Chelsea J Britt (Nov 18, 2014) Chelsea J Britt (Nov 21, 2014)

248 **DEPOSIT RECEIPT** Receipt is hereby acknowledged, of \$ 1,000.00 check note, earnest money,
249 subject to terms of the above offer.

250 By: Sergio Picciuto Office: REALTY TRUST SERVICES Phone: 216-926-0135

251 **ACCEPTANCE** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from
252 SELLER's escrow funds a commission of PER LISTING AGREEMENT percent (%)
253 of the purchase price to RE/MAX RESULTS (Broker)
254 9954 JOHNNYCAKE RIDGE ROAD, CONCORD TOWNSHIP OHIO 44077 (Address)
255 and three percent (3 %) of the
256 purchase price to Realty Trust Services (Broker)
257 _____ (Address)
258 as the sole procuring agents in this transaction.

259 Karen Stormann dotloop verified 11/20/14 2:44PM EST NFW8-JWSX-VOCN-KRXC
260 (SELLER) (ADDRESS AND ZIP CODE)

261 Karen M Stormann
262 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

263 Chris Stormann dotloop verified 11/20/14 2:46PM EST LMLV-NUKB-SPSZ-HFTA
264 (SELLER) (ADDRESS AND ZIP CODE)

265 CHRIS STORMANN
266 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

267 The following information is provided solely for the Multiple Listing Services' use and will be completed by the
268 Brokers or their agents and is not part of the terms of the Purchase AGREEMENT.

269 Multiple Listing Information

270 <u>Kristina Zeleznik</u>	<u>2012001257</u>
271 (Listing agent name)	(Listing agent license #)
272 <u>ReMax Results</u>	<u>2725</u>
273 (Listing broker name)	(Listing broker office #)
274 <u>Sergio Picciuto</u>	<u>2011000511</u>
275 (Selling agent name)	(Selling agent license #)
276 <u>Realty Trust Services</u>	<u>9165</u>
277 (Selling broker name)	(Selling broker office #)

Introduction to the Cognitive Science of Language

Simple Steps To Protect Your Family From Lead Hazards

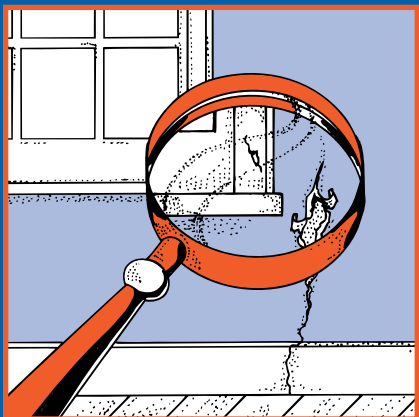
If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



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Printed with vegetable oil based inks on recycled paper
(minimum 50% postconsumer) process chlorine free.



Protect Your Family From Lead In Your Home



 EPA United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

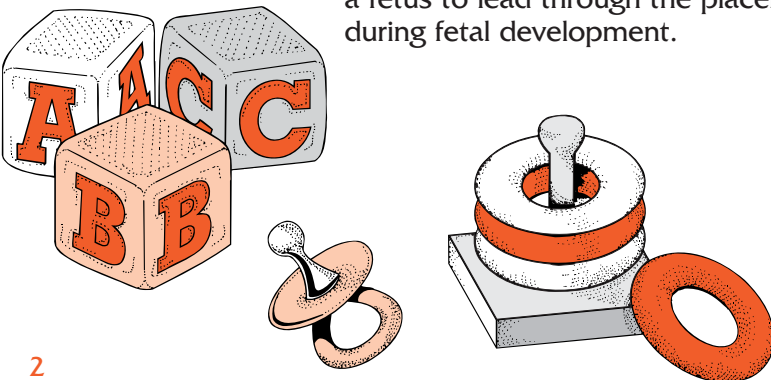
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

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

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

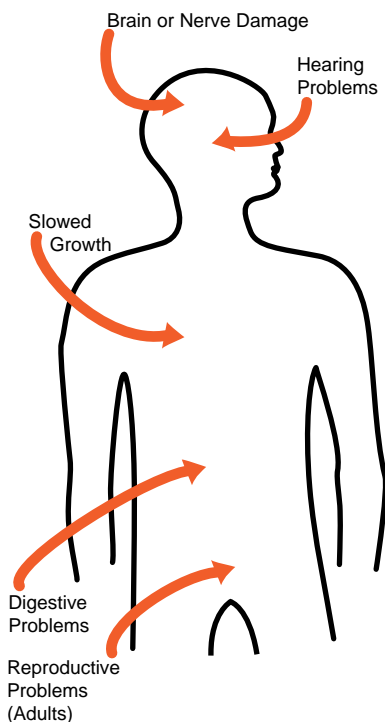
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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

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

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

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

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

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

Checking Your Family for Lead

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

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

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

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

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

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

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

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

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

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

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

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



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

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

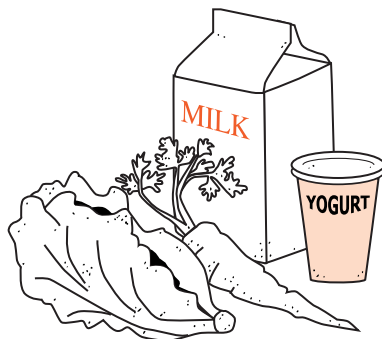
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

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

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

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

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

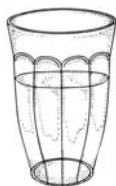
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



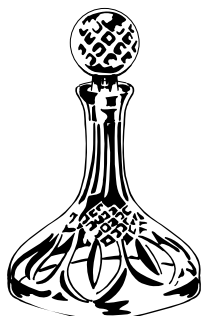
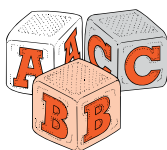
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



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

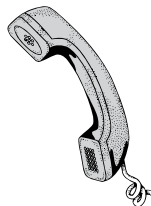


- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

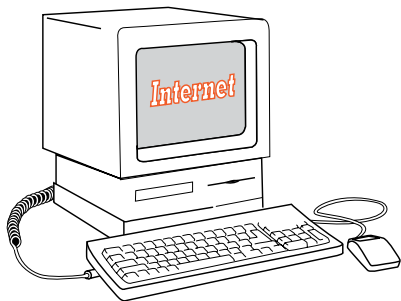


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies

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

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

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

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

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

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

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

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

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

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

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

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

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

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003



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 [Signature] Date 06/22/2014
Owner's Initials [Signature] Date 06/22/2014

Purchaser's Initials [Signature] Date
Purchaser's Initials [Signature] Date



2013

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: 10003 FOSTER AVENUE, BRATENAHL, OH 44108

Owners Name(s): Chris Stormann, Karen Stormann

Date: 06/22/2014

Owner [X] is [] is not occupying the property. If owner is occupying the property, since what date: 3/29/2001

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? [] Yes [X] 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, Private Sewer, Septic Tank, Leach Field, Aeration Tank, Filtration Bed, Unknown, 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 [X]

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? [X] Yes [] No

during heavy continued rain dampness or small amount of water may present near west corner of basement

Owner's Initials [Signature] Date 06/22/2014

Purchaser's Initials [Signature] Date

Property Address **10003 FOSTER AVENUE, BRATENAHL, OH 44108**

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No
If "Yes", please describe and indicate any repairs completed: _____

Have you ever had the property inspected for mold by a qualified inspector? Yes No
If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?
 Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any previous or current fire or smoke damage to the property? Yes No
If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? Yes No
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

G) MECHANICAL SYSTEMS: Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).



	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



If the answer to any of the above questions is "Yes", please describe and indicate any repairs 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 type="checkbox"/>	<input checked="" 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 06/22/2014
Owner's Initials  Date 06/22/2014

Purchaser's Initials  Date _____
Purchaser's Initials  Date _____

Property Address 10003 FOSTER AVENUE, BRATENAHL, OH 44108

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?
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?

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/HOMEOWNERS' 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: Bratenahl Village point of sale inspection pending

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 4) Shared Driveway
2) Boundary Dispute 5) Party Walls
3) Recent Boundary Change 6) Encroachments From or on Adjacent Property
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 KS Date 06/22/2014
Owner's Initials KS Date 06/22/2014
10:23PM EDT

Purchaser's Initials JB Date _____
Purchaser's Initials CB Date _____

Property Address 10003 FOSTER AVENUE, BRATENAHL, OH 44108

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: <u>Chris Stormann</u>	DATE: _____	dotloop verified 06/22/14 10:23PM EDT ATYF-D05Z-KKCW-PWAP
OWNER: <u>Karen Stormann</u>	DATE: _____	dotloop verified 06/22/14 10:28PM EDT UXVJ-BCOV-INT-JXP

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

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

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

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

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

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

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

PURCHASER: <u>Josiah M Britt</u>	DATE: _____
PURCHASER: <u>Chelsea J Britt</u>	DATE: _____



Property Address 10003 FOSTER AVENUE, BRATENAHL, OH 44108

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

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

KS CB
06/22/14 06/22/14
8:52PM EDT 10:07PM EDT

- 1) Presence of lead-based paint and/or lead based paint hazards (check applicable below)
 - Known lead-based paint and/or paint hazards are present in the housing (explain):

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

KS CB
06/22/14 06/22/14
8:52PM EDT 10:07PM EDT

- 2) Records and reports available to the seller (check applicable below)

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

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

Purchaser's Acknowledgement (initial)

JB JB
JB JB
JB JB

- 1) Purchaser has received copies of all information listed above.

- 2) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

- 3) Purchaser has (check applicable below)

received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgement (initial)

KZ
06/25/14
2:22PM EDT

- Agent has informed the seller of the seller's obligation under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

Karen Stormann dotloop verified 06/22/14 8:52PM EDT VWBF-KLNU-CVMI-QD4K

Seller Date

Chris Stormann dotloop verified 06/22/14 10:07PM EDT STSB-GEL1-HT3X-IQ16

Seller Date

Kristina Zeleznik dotloop verified 06/25/14 2:22PM EDT D4VP-WXQC-DYFT-08Q8

Agent Date

Josiah M Britt dotloop verified 06/18/14 11:07AM EDT JMSB-GL1-H73X-IQ16

Purchaser Date

Chelsea J Britt dotloop verified 06/18/14 11:07AM EDT JMSB-GL1-H73X-IQ16

Purchaser Date

Sergio Picciuto dotloop verified 06/18/14 11:07AM EDT JMSB-GL1-H73X-IQ16

Agent Date