

Rosen & Company, Inc.
Auctions - Appraisals - Real Estate
OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

1 BUYER: The undersigned Gheorghe Tocan offers to buy the following
2 described property located at: 5562 Candlewood Ct #5562, Parma, OH 44134
3 Ohio, (the "Property"). Permanent Parcel No. 445-12-390

4 The Property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all appurtenant
5 rights, privileges and easements, and all buildings and fixtures, including such of the following as are now on the Property:
6 all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm
7 windows, curtain and drapery fixtures; all landscaping, disposal, smoke detectors, garage door opener(s) and 2
8 controls; all permanently attached carpeting. The following items shall also remain: [ ] satellite dish; [ ] range and oven; [ ]
9 microwave; [ ] kitchen refrigerator; [ ] dishwasher; [ ] washer; [ ] dryer; [ ] radiator covers; [ ] window air conditioner; [ ] central air
10 conditioning; [ ] gas grill; [ ] fireplace tools; [ ] screen; [ ] glass doors; [ ] fireplace grates; [ ] all existing window treatments; [ ] ceiling
11 fan(s); [ ] wood burner stove inserts; [ ] gas logs; and [ ] water softener.

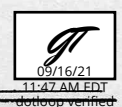
12 Also included: Per MLS

13 NOT included:

15 SECONDARY OFFER: This [ ] is [ ] is not a secondary offer. This secondary offer, if applicable, will become a primary contract
16 upon BUYER'S receipt of a signed copy of the release of the primary contract on or before . BUYER
17 shall have the right to terminate this secondary contract at any time prior to BUYER'S receipt of said copy of the release of the
18 primary contract by delivering written notice to the SELLER or to SELLER'S agent. BUYER shall deposit earnest money within
19 four (4) days of becoming the primary contract.

20 PRICE: BUYER shall pay the sum of \$ 120,000
21 payable as follows:

22 Earnest Money paid to Escrow Agent or Broker will be deposited
23 in a non-interest bearing trust account and credited
24 against purchase price: \$ XXX \$2,500.



25 [X] Check to be made payable to Broker or Escrow Agent and deposited immediately upon the formation of a binding Agreement
26 [ ] Note to be redeemed within four (4) days after formation of a binding Agreement, as defined herein.

27 Cash down payment to be deposited in escrow: \$ 29,000

28 Mortgage loan to be obtained by BUYER: \$ 90,000

29 [X] CONVENTIONAL, [ ] FHA, [ ] VA, [ ] CASH, [ ] OTHER

31 FINANCING: This offer is conditioned upon BUYER making a written application for the above mortgage loan within
32 days after Acceptance, as hereinafter defined, and obtaining a written commitment for that loan on or
33 about . If, despite BUYER'S good faith efforts, that commitment is not timely obtained, then this
34 AGREEMENT shall be null and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall
35 be returned to the BUYER without any further liability of either party to the other or to Broker and their agents. NOTE: In the
36 event of a dispute between the parties regarding the earnest money, the Escrow Agent or Broker (the "Depository") is required
37 by Ohio law to maintain such funds in its trust account until its receipt of (a) written mutual authorization of both parties specifying
38 disbursement; or (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the
39 date the earnest money was deposited with the Depository, the parties have not provided the Depository with such signed
40 instructions or written notice that such legal action to resolve the dispute has been filed, the Depository shall return the earnest
41 money to BUYER with no further notice to Seller.

42 CLOSING: All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending
43 institution or escrow agent on or before 10/22/2021 and title shall be transferred on or about
44 10/22/2021.

GT
09/15/21
3:47 PM EDT

BUYERS INITIAL/DATE

RPG /9/16/2021
SELLERS INITIAL/DATE



Property Address: 5562 Candlewood Ct #5562, Parma, OH 44134

45 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 6:00 p.m., 0 day(s) after  
46 recording of the Deed or Oct. 18 2021 or sooner, whichever is later. SELLER agrees to maintain utilities up to  
47 the date of title transfer, and BUYER agrees to transfer utilities as of the date of title transfer.



48 **TITLE:** SELLER shall convey marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with release  
49 of dower, free and clear of all liens and encumbrances whatsoever, except (a) any mortgage assumed by BUYER; b) such  
50 restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or  
51 value of the Property; c) zoning ordinances, if any; and d) taxes and assessments, both general and special, not yet due  
52 and payable. SELLER shall furnish an Owner's Fee Policy of Title Insurance from  Mount Morris title Company - Jennifer 216 661 2240



53 or  \_\_\_\_\_ in the amount of the purchase price with cost of the  
54 insuring premium split equally between SELLER and BUYER. SELLER shall have thirty (30) days after notice to remove title  
55 defects. If unable to do so, BUYER may either a) accept title subject to each defect without reduction in the purchase price  
56 or b) terminate this AGREEMENT, in which case neither BUYER, SELLER nor any Broker or agents shall have any further  
57 liability to each other, and both BUYER and SELLER agree to sign a mutual release, whereupon Broker shall return the earnest  
58 money to BUYER.

59 **PRORATIONS:** Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if any, taxes and  
60 assessments, and Homeowners Association fees and assessments, if any, shall be prorated by the Escrow Agent as of the date  
61 of recording of the Deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. The parties  
62 are advised to consult with the county auditor's office about the status of the Property taxes as the latest available tax duplicate  
63 may not accurately reflect the amount of taxes owed. The parties agree to adjust directly any changes in proration when the tax  
64 duplicate for the calendar year of closing becomes available. If the Property is new construction and recently completed or in  
65 the process of completion at the time of the Agreement, then the escrow agent is instructed to make a good faith estimate of  
66 the taxes to be owed on the value of the improved Property to the date of title transfer and reserve sufficient funds in escrow  
67 from SELLER'S net proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent is  
68 instructed to release the balance of the funds on reserve once it receives notice from the county auditor that the taxes on the  
69 land and improvements have been paid in full to the date of title transfer. The Escrow Agent shall withhold \$\_\_\_\_\_ from  
70 SELLER to secure payment of final water and sewer charges, if any. The Escrow Agent is instructed to either pay said charges  
71 or verify SELLER'S payment of said charges and remit any balance to SELLER. In the event the Property shall be deemed  
72 subject to any agricultural tax recoupment (C.A.U.V.),  BUYER  SELLER agrees to pay the amount of such recoupment.

73 **CHARGES/ESCROW INSTRUCTIONS** This Agreement shall be used as escrow instructions subject to the Escrow Agent's  
74 standard conditions of acceptance that are not inconsistent with this Agreement. SELLER shall pay the following costs through  
75 escrow: a) real estate transfer tax; b) any amount required to discharge any mortgage, lien or encumbrance not assumed by  
76 BUYER; c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) proration due  
77 BUYER; e) Broker's commissions; f) one-half of the escrow; and g) other \_\_\_\_\_  
78 \_\_\_\_\_ (unless VAFHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the  
79 entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession, whichever is  
80 later. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

81 BUYER shall pay the following through escrow (unless prohibited by VAFHA regulations): a) one-half of the escrow fee; b) one-  
82 half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage;  
83 and d) a commission of \$199 if BUYER is represented by \_\_\_\_\_ and e) other \_\_\_\_\_

84  
85 BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by BUYER which   
86 will  will not be provided from NONE at a cost of \$ \_\_\_\_\_, which does  
87 not cover pre-existing defects in the Property and that Broker may receive a fee from the warranty provider.  
88 SELLER hereby authorizes the Escrow Agent to send a final copy of SELLER'S executed Closing Disclosures to the  Listing  
89 Broker  Selling Broker upon title transfer. BUYER hereby authorizes the Escrow Agent to send a final copy of BUYER'S  
90 executed Closing Disclosure to the  Listing Broker  Selling Broker upon title transfer.

91 **INSPECTION:** This Agreement shall be subject to the following inspection(s) by a professional inspector of BUYER'S choice  
92 within the specified number of days from the date of Acceptance, as herein defined. BUYER agrees that BUYER is  
93 solely responsible for retaining a professional inspector for each requested inspection and releases Broker and its agents from  
94 any and all liability regarding the selection or retention of inspector(s).  
95 If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of BUYER'S agent  
96 and Broker. BUYER understands that all real property and improvements may contain defects and conditions that  
97 are not readily apparent and which may affect a property's use or value. The parties agree that the brokers and agents

   
09/15/21 /   
BUYERS INITIAL/DATE

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SELLERS INITIAL/DATE



Property Address: 5562 Candlewood Ct #5562, Parma, OH 44134

98 do not guarantee and in no way assume responsibility for the Property's condition. BUYER acknowledges that it is  
99 BUYER'S own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or BUYER'S  
100 inspectors regarding the condition and systems of the Property. INSPECTIONS REQUIRED BY ANY STATE, COUNTY,  
101 LOCAL GOVERNMENT OR FHA/VA DO NOT REPLACE THE NEED FOR BUYER INSPECTIONS.

102 CHOICE	INSPECTION		EXPENSE	
			BUYER	SELLER
103 Yes No				
104 <input checked="" type="checkbox"/> XX <input type="checkbox"/>	GENERAL HOME <u>XX- 0-</u> days		<input checked="" type="checkbox"/>	<input type="checkbox"/>
105 <input type="checkbox"/> <input type="checkbox"/>	SEPTIC SYSTEM _____ days		<input type="checkbox"/>	<input type="checkbox"/>
106 <input type="checkbox"/> <input type="checkbox"/>	WATER POTABILITY _____ days		<input type="checkbox"/>	<input type="checkbox"/>
107 <input type="checkbox"/> <input type="checkbox"/>	WELL FLOW RATE _____ days		<input type="checkbox"/>	<input type="checkbox"/>
108 <input type="checkbox"/> <input type="checkbox"/>	RADON _____ days		<input type="checkbox"/>	<input type="checkbox"/>
109 <input type="checkbox"/> <input type="checkbox"/>	MOLD _____ days		<input type="checkbox"/>	<input type="checkbox"/>
110 <input type="checkbox"/> <input type="checkbox"/>	PEST/WOOD DESTROYING INSECTS _____ days		<input type="checkbox"/>	<input type="checkbox"/>
111 <input type="checkbox"/> <input type="checkbox"/>	LEAD-BASED PAINT _____ days		<input type="checkbox"/>	<input type="checkbox"/>
112 <input checked="" type="checkbox"/> <input type="checkbox"/>	OTHER _____ days		<input type="checkbox"/>	<input type="checkbox"/>

113 (Specify) Walk-through within 5 days of closing

114 **PEST/WOOD DESTROYING INSECTS:** If selected above, an inspection of all structures on said premises shall be made by a  
115 licensed inspection or exterminating agency expense and such agency's written report shall be made available to the BUYER  
116 before closing. If such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of  
117 the condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at  
118 least one year in the case of termites and a certificate of guarantee for a period of at least sixty (60) days in the case of wood  
119 destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE  BUYER OR  SELLER (unless  
120 FHA/VA regulations prohibit payment of inspection by BUYER, in which case SELLER shall pay the cost.) This  
121 AGREEMENT may be voided by the party paying for the repair and treatment if the cost exceeds \$500.00.

122 **LEAD BASED PAINT:** If selected above, BUYER shall have the right to have a risk assessment or inspection of the  
123 Property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER'S expense  
124 within ten (10) days after formation of a binding AGREEMENT. See EPA pamphlet "Protect Your Family from Lead in Your  
125 Home" for more information.) In the event existing deficiencies or corrections are identified by the inspector in a written  
126 report, then BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the specific existing  
127 deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of  
128 the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER'S request of repairs,  
129 SELLER will have the option to either agree to correct the deficiencies identified in the inspector's written report or decline to  
130 do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer  
131 with a certificate from a qualified risk assessor or inspector demonstrating that the deficiencies have been remedied. If the  
132 SELLER declines to correct the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the Property in its  
133 "AS IS" condition. BUYER may remove this right of inspection at any time without SELLER'S consent.

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

137 Within three (3) days after completion of the last inspection, BUYER shall elect one of the following: a) remove the Inspection  
138 contingency and accept the Property in its "AS IS" PRESENT PHYSICAL CONDITION; b) accept the Property subject to  
139 SELLER agreeing to have specific items identified in a written inspection report repaired by a qualified contractor in a  
140 professional manner at SELLER'S expense; or c) terminate this AGREEMENT if written inspection report(s) identify material  
141 latent defects NOT previously disclosed in writing by the SELLER and any cooperating real estate Broker.

142 If the Property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an Amendment to Purchase  
143 Agreement removing the inspection contingency and this Agreement will proceed in full force and effect. If the Property is  
144 accepted subject to the SELLER repairing specific defects, BUYER shall provide to SELLER a copy of the inspection report(s)  
145 and sign an Amendment to Purchase Agreement removing the inspection contingency and identifying the defects which  
146 are to be repaired. SELLER and BUYER shall have three (3) days from SELLER'S receipt of the written list of defects and the  
147 inspection report(s) to agree in writing which defects, if any, will be corrected at SELLER'S expense. If a written Agreement is not  
148 signed by both parties within those three (3) days, then this Agreement shall be 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 latent defects in  
150 the Property, then BUYER shall provide a copy of the written inspection report to the SELLER and both parties agree to promptly

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09/15/21  
BUYERS INITIAL/DATE

RPG  9/16/2021  
SELLERS INITIAL/DATE



Property Address: 5562 Candlewood Ct #5562, Parma, OH 44134

151 sign a mutual release. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned  
152 to BUYER without any further liability of either party to the other or to Broker(s).

153 The parties may agree IN WRITING to extend the dates for inspections, repairs, or the deadline for exercising their right to  
154 terminate the Agreement. SELLER agrees to provide reasonable access to the Property for BUYER to review and approve any  
155 conditions on the SELLER.

156 BUYER  has  (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM  
157 LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS."

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158 BUYER  HAS NOT  (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY  
159 FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT  
160 HAZARDS (disclosure form)."

161 This offer is subject to the SELLER completing the disclosure form and BUYER'S review and approval of the information  
162 contained on the disclosure form within \_\_\_\_\_ days from receipt.

163 **MEGAN'S LAW:** SELLER warrants that SELLER has disclosed to BUYER all notices received from the local Sheriff's department  
164 pursuant to Ohio's sex offender law. BUYER acknowledges that any such information may no longer be accurate and agrees to  
165 inquire with the local sheriff's office about sex offender registration. BUYER agrees to rely on solely BUYER'S own inquiry with  
166 the local sheriff's office as to registered sex offenders, and not SELLER or any broker or agent.

167 **CONDITION OF PROPERTY:** BUYER has examined the Property and agrees that the Property is being purchased in its "AS IS"  
168 PRESENT PHYSICAL CONDITION, including any defects disclosed by the SELLER on the State of Ohio Residential Property  
169 Disclosure Form. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of  
170 Acceptance as herein defined and the date of recording of the deed.

171 BUYER  HAS  (BUYER'S initials) received a copy of the Residential Property Disclosure Form signed by  
172 SELLER on \_\_\_\_\_ (date) prior to writing this offer.

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173 BUYER  HAS NOT  (BUYER'S initials) received a copy of the Residential Property Disclosure Form. This  
174 offer is subject to the SELLER completing the Residential Property Disclosure Form and BUYER'S review and approval of the  
175 information contained on the disclosure form within \_\_\_\_\_ days from receipt. SELLER shall pay all costs for the repair of any  
176 water or gas line leak found between the street and foundation at the time of transfer or restoration of utilities. SELLER agrees  
177 to comply with any and all local governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER  
178 with copies of any notices received from government agencies to inspect or correct any current building code or health violations.  
179 If applicable, BUYER and SELLER shall have five (5) days after receipt by BUYER of all notices to agree in writing which  
180 party will be responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot  
181 agree in writing, this AGREEMENT may be declared null and void by either party.

182 **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that the SELLER has completed the Residential Property  
183 Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements, errors or omissions made  
184 by the SELLER. BUYER also acknowledges and agrees that the Broker(s) and their agents have no obligation to verify or  
185 investigate the information provided by the SELLER on that form. BUYER has not relied on any representation by the  
186 Broker(s) and/or any agent(s) regarding the use or condition of the Property, square footage, zoning, lot dimensions,  
187 homeowners' fees, public and private assessments, utility bills, taxes or special assessments except as listed below (if none,  
188 indicate "none"): None

189  
190 SELLER and BUYER acknowledge and agree that \_\_\_\_\_ does not promote, endorse or  
191 approve of the referral or recommendation by its agents of any independent business in which the agent and/or any member of  
192 the agent's family has an ownership interest or from which the agent or any member of the agent's family receives any benefit or  
193 compensation.

194 **DAMAGE:** If improvements to the Property are destroyed or damaged in excess of ten percent (10%) of the purchase price prior  
195 to title transfer, then BUYER may either accept the insurance proceeds for said damage and complete this transaction or  
196 terminate this Agreement and receive the return of all deposits made. If such damage is less than ten percent of the purchase  
197 price, then SELLER shall restore the Property to its prior condition.

198 **BINDING AGREEMENT:** For purposes of this Agreement, "Days" shall be defined as calendar days. "Acceptance" shall occur  
199 when the latter of the parties signs this Agreement without making material change and then delivers either written or verbal  
200 notice of such signatures to the other party or the other party's agent. Upon Acceptance, this offer and all attachments and  
201 addenda, shall become an Agreement binding on BUYER and SELLER, their heirs, executors, administrators, and assigns. This  
202 Agreement shall be made part of or be used as the escrow instructions and shall be subject to the Escrow Agent's standard

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09/15/21  
BUYERS INITIAL/DATE

RPG 9/16/2021  
SELLERS INITIAL/DATE



Property Address: 5562 Candlewood Ct #5562, Parma, OH 44134

203 conditions of escrow not inconsistent herewith. The terms, covenants, conditions, and provisions of this Agreement to be  
204 performed by SELLER shall survive delivery and recording of the Deed. This Agreement may be executed by electronic or digital  
205 signature of each of the parties, if each party so elects, and may be delivered by facsimile or electronic means. This Agreement  
206 represents the entire agreement between the parties, and there are no other representations, warranties or understandings  
207 between them, except as outlined herein.

208 **ADDENDA:** The additional terms and conditions in the attached addenda  Agency Disclosure Form  Residential Property  
209 Disclosure Form  VA  FHA  FHA Home Inspection Notice "For Your Protection"  Condominium Addendum   
210 Condominium Acknowledgement  Walk through  House Sale Contingency Addendum  House Sale Concurrency Addendum  
211  Lead Based Paint Addendum  Affiliated Business Disclosure  Other  
212 \_\_\_\_\_ are made part of this Agreement.

213 **The terms and conditions of any addenda supersede any conflicting terms of the Agreement.**

214 George Tcan dotloop verified 09/15/21 3:47 PM E T M2 S-608R-0B S- HSN \_\_\_\_\_  
215 (BUYER) \_\_\_\_\_ Date \_\_\_\_\_ (E-MAIL ADDRESS) \_\_\_\_\_  
216 \_\_\_\_\_  
217 (BUYER) \_\_\_\_\_ Date \_\_\_\_\_ (E-MAIL ADDRESS) \_\_\_\_\_  
218 \_\_\_\_\_ (TELEPHONE) \_\_\_\_\_  
(ADDRESS AND ZIP CODE)

219 **DEPOSIT RECEIPT:** Receipt is hereby acknowledged of a  check made payable to  Broker or  Escrow Agent serving as  
220 Depository; (OR)  note for the earnest money, subject to terms of the above offer.  
By: Vlad Lyner Office: Rosen & Co, Inc Phone: 216-496-5959

221 **ACCEPTANCE:** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from SELLER'S escrow  
222 funds a commission of per MLS 3% on 1st 100k 2 % on balance percent  
223 (3/2 %) of the purchase price to Rosen & Co., Inc.  
224 and \_\_\_\_\_ percent of the  
225 purchase price to \_\_\_\_\_ (cooperating  
226 broker, if any, at the following address) \_\_\_\_\_ as  
227 the sole procuring agents in this transaction.

229 \_\_\_\_\_  
230 (SELLER) Robert Gillespie - Trustee \_\_\_\_\_ Date \_\_\_\_\_ (E-MAIL ADDRESS) \_\_\_\_\_  
231 Robert Gillespie \_\_\_\_\_ 9/16/2021 \_\_\_\_\_ (E-MAIL ADDRESS) \_\_\_\_\_  
232 \_\_\_\_\_  
233 (ADDRESS AND ZIP CODE) \_\_\_\_\_ (TELEPHONE) \_\_\_\_\_  
234

Selling Agent Name <u>Vlad Lyner</u>	Listing Agent Name <u>Christopher C Kaylor</u>
Selling Agent RE License # <u>426336</u>	Listing Agent RE License # <u>2011003065</u>
Telephone and email <u>216-496-5959 REservicesOH@gmail.com</u>	Telephone and email <u>(330) 840-1073 chrisckaylor@gmail.com</u>
Selling Brokerage Name <u>Rosen &amp; Co., Inc.</u>	Listing Brokerage Name <u>Realty Trust Services, LLC</u>
Selling Brokerage License # <u>REC: 9132</u>	Listing Brokerage License # <u>9165</u>
Selling Brokerage Telephone <u>216-496-5959</u>	Listing Brokerage Telephone _____
Selling Brokerage Email <u>REservicesOH@gmail.com</u>	Listing Brokerage Email _____
Brokerage Address <u>Rosen &amp; Co., Inc. 2616 S. Green Rd. Beachwood, OH 44122</u>	Listing Brokerage Address _____

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09/15/21  
BUYERS INITIAL/DATE

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9/16/2021  
SELLERS INITIAL/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: 5562 Candlewood Ct #5562, Parma, OH 44134

Buyer(s): Gheorghe Tocan

Seller(s): Robert Gillespie - Trustee

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

The buyer will be represented by Vlad Lyner, and Rosen & Co., Inc.

AGENT(S)

BROKERAGE

The seller will be represented by Christopher C Kaylor, and Realty Trust Services, LLC.

BROKERAGE

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

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

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

### III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) and real estate brokerage will

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

### CONSENT

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

Gheorghe Tocan  
 BUYER/TENANT

dotloop verified  
 09/15/21 3:47 PM E T  
 NV -B80M- WK -CM H  
 DATE

Robert Gillespie - Trustee  
 SELLER/LANDLORD

Robert Gillespie  
 SELLER/LANDLORD

DATE  
 9/16/2021  
 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, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100





# Ohio Association of REALTORS® Residential Property Disclosure Exemption Form



**To Be Completed By Owner**

Property Address: 5562 Candlewood Ct #5562, Parma, OH 44134

Owner's Name(s): Robert Gillespie Robert Family Trust

Ohio law requires owners of residential real estate (1-4 family) to complete and provide to the buyer a Residential Property Disclosure Form disclosing certain conditions and information concerning the property known by the owner. The Residential Property Disclosure Form requirement applies to most, but not all, transfers or sales of residential property.

Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement. The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- (1) A transfer pursuant to a court order, such as probate or bankruptcy court;
- (2) A transfer by a lender who has acquired the property by deed in lieu of foreclosure;
- (3) A transfer by an executor, a guardian, a conservator, or a trustee;
- (4) A transfer of new construction that has never been lived in;
- (5) A transfer to a buyer who has lived in the property for at least one year immediately prior to the sale;
- (6) A transfer from an owner who both has inherited the property and has not lived in the property within one year immediately prior to the sale;
- (7) A transfer where either the owner or buyer is a government entity.

**ALTHOUGH A TRANSACTION MAY BE EXEMPT FOR THE REASON STATED ABOVE, THE OWNER MAY STILL HAVE A LEGAL DUTY TO DISCLOSE ANY KNOWN LATENT DEFECTS OR MATERIAL FACTS TO THE BUYER.**

### OWNER'S CERTIFICATION

By signing below, I state that the proposed transfer is exempt from the Residential Property Disclosure Form requirement. I further state that no real estate licensee has advised me regarding the completion of this form. I understand that an attorney should be consulted with any questions regarding the Residential Property Disclosure Form requirement or my duty to disclose defects or other material facts.

Owner: Robert Gillespie Robert Family Trust

Date: \_\_\_\_\_

Owner: *Robert Gillespie*

Date: ~~7/11/2021~~ 9/16/2021

### BUYER'S ACKNOWLEDGEMENT

Potential buyers are encouraged to carefully inspect the property and to have the property professionally inspected. Buyer acknowledges that the buyer has read and received a copy of this form.

Buyer: George Tcan

dotloop verified  
09/15/21 3:47 PM E T  
B V4-N LS-V SB- E 4

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

This is not a state mandated form. This form has been developed by the Ohio Association of REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio Association of REALTORS® is not responsible for the use or misuse of this form.



## Residential Property Disclosure Form: When Do I Need One?

<b>Required</b>	
Sale of 1-4 family; Commercial/retail space if it has up to 1-4 apts in the building	Lots with zero residential units; Property with 5 or more residential units; C/I property with zero residential units
New construction if ever occupied	New construction if no one has occupied the property
Mobile/manufactured home if sale includes land	Sale of mobile/manufactured home with no land
Sellers who inherited the property & have lived there during the last year	Sellers who inherited the property but haven't lived in it during the last year
Sale by person with Power of Attorney	Court ordered sale (i.e., probate, bankruptcy); Sale by executor of estate; Sale by guardian, trustee, or conservator
Sale by a lender or anyone else who bought the property at a sheriff's sale	Sale by a lender who took a deed in lieu of foreclosure
Sale to a buyer who has lived in the property for less than one year prior to sale	Sale to a buyer who has lived in the property for one year prior to sale (i.e., tenant)
Investor owned property even if they've never lived there	Sales between co-owners
	Sale or purchase by a government entity
	Sales between spouses or former spouses
	Sales to/from children & parents/grandchildren & grandparents