

## Residential Agent Full



**Residential**    MLS: **4425842**    **Active**  
**414 Prospect St, Berea, OH 44017**  
 Area: **302-Berea**  
 Twp: **Berea**  
 School Dist: **Berea CSD - 1804**  
 Subdiv:  
 Parcel ID: **363-21-011**

Subtype: **Single Family**  
 County: **Cuyahoga**  
 Map:

List Price: **\$59,000**  
 Sold Price:  
 List Date: **11/30/22**  
 List Date Rec: **12/01/22**  
 Pending Date:  
 Off Mkt Date:  
 Closing Date:  
 Contingent Dt:  
 Exp. Date:  
 DOM/CDOM: **3/3**  
 \$/SqFt: **\$28.61**

[Supplements \(4\)](#)    [Virtual Tour-Property Panorama](#)

Directions: **South on Prospect south of bagley house is on the right**

**Recent Change:**    **12/01/2022 : NEW**

Association Bylaws:

# Bedrooms: **3**    Baths: **2**    Full: **2**    Half: **0**    Laundry: **1**  
 #BR Main Floor: **2**    Upper: **0**    **0**    **0**  
 # Rooms: **5**    Main: **2**    **0**    **1**  
 # Fireplaces: **1**    Lower: **0**    **0**    **0**  
 # Stories: **2**  
 Style: **Bungalow, Colonial**  
 Basement: **Yes / Partial, Unfinished**

Annual Taxes: **4609**  
 Homestead: **No**  
 Assessments: **No**

Room Name	Dim	Lvl	Wnd Trtmt	Fireplace	Flooring
Living Room		First			
Eat-in Kitchen		First			
Master Bedroom		First			
Bedroom		Second			
Bathroom		First			
Bathroom		First			
Laundry Room		First			

SqFt Approximate FINISHED / Source:

Above Gr: **2062/Auditors Website**  
 Below Gr: **-**  
 TOTAL: **2062**

Lot Size (acres): **0.2300**  
 Lot Front/Depth:    Irr:

Heating Type/Fuel: **Forced Air / Electric, Gas**  
 Cooling Type: **None**  
 Garage # Cars: **2 Detached**  
 Driveway: **Paved**  
 Dwelling Type: **Detached**  
 Fence:  
 Water/Sewer: **Public Water, Public Sewer**  
 Nat Resource Rights:  
 Exterior Features:  
 Lot Description:  
 View Description:  
 Appliances/Equip:  
 Community Amenities:  
 Remarks: **Hot prices on this Berea Home. 3 bedroom 2 bath home as it set with paved driveway detached 2 car garage. This home had a recent fire recently. Ready to make the home as you prefer, great opportunity for you next project. Great location close to schools, metro park, shopping and more. Property requires permits and repair approval from city.**

House Faces: **East**  
 Exterior: **Vinyl**  
 Roof: **Asphalt/Fiberglass**  
 Year Built: **1853**  
 Year Built Detail: **Actual YBT**

Disability Feat:  
 Elevator:  
 Warranty: **No**  
 Fixer Upper:  
 Public Trans:  
 Avail for Auction: **No**  
 Auction Date:

**Office Information**    [9165/Realty Trust Services, LLC](http://9165/Realty Trust Services, LLC)    **(440) 427-0123 F:(866) 632-9006**    <http://https://www.facebook.com/CKPro>  
 List Agent: [2011003065/Christopher C. Kaylor](http://2011003065/Christopher C. Kaylor)    **(330) 840-1073 F:(440) 226-8287**    [chriskaylor@gmail.com](mailto:chriskaylor@gmail.com)  
 Co-Lister:  
 Showing Instruct: **Call Agent**    **3308401073**    List Type: **Exclusive Right**  
 Showing Info: **Call agent for showing Waiver in supplements needs signed before waiver**    Internet Listing: **Yes** No AVM    Limited Service: **No**  
 Occupied:  
 Buy Broker Comp: **3**    Ownership:  
 Show Addr to Client: **Yes**    Possession: **Negotiable**  
 Other Comp: **Dual**    Comp Explain: **3% or purchase price**    Online Bidding: **No**    Short Sale: **No**  
 Available Finance: **Cash**    Court Ordered/PSO: **No**  
 Broker Remarks: **Text agent for access or call. Attached waiver needs signed before access. Agent must be present for all showings. Contact listing agent about status with home and building departments. no power take a flashlight. Cash only due to condition. Previous tenant is using garage for storage at this time. Property is currently on condemned notice.**    Lockbox Serial #:    No  
 Owner Name:

**Comparable Information**    [/](#)  
 Sell Agent:  
 Co-Seller:  
 Selling Comments:  
 Orig List Price: **\$59,000**    Financed:  
 List Price: **\$59,000**    Sale Date:  
 Sold Price:  
 Closed By:  
 Seller Pd Closing Costs:

Prepared By: Jennifer Adams

Information is Believed To Be Accurate But Not Guaranteed

Date Printed: 12/03/2022 10:48 AM



# 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: 414 Prospect St, Berea, OH 44017

Buyer(s): Developer's Specialty Services, LLC

Seller(s): Jeffrey C Dilley

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

The buyer will be represented by Courtney Hatfield / Jennifer Adams AGENT(S), and McDowell Homes Real Estate Services BROKERAGE

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

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) \_\_\_\_\_ 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.

<u>Michael Kucera</u>	<small>dotloop verified 12/03/22 3:20 PM E5F-1BFF-LTQK-DYKHJCF</small>
BUYER/TENANT	DATE
BUYER/TENANT	DATE

SELLER/LANDLORD	DATE
SELLER/LANDLORD	DATE

# DUAL AGENCY

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

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

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

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

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

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

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

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

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

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

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





**RESIDENTIAL PURCHASE AGREEMENT**

**OFFER, RECEIPT AND ACCEPTANCE**

This is a legally binding agreement. The parties are advised to review carefully and to consult with an attorney if they have questions of law before signing.



1 The undersigned Developer's Specialty Services, LLC (“Buyer”)
2 offers to buy 414 Prospect St, Berea, OH 44017, Ohio,
3 Permanent Parcel No(s). 36321011 (the “Property”).

4 The Property, which BUYER has examined and accepts in its “AS IS” PRESENT PHYSICAL CONDITION
5 except for normal wear and tear, shall include the land, all appurtenant rights, privileges and easements, and
6 all buildings and fixtures, including such as are now on the Property: all electrical, heating, plumbing and
7 bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows, curtain and
8 drapery fixtures; all landscaping, disposal, smoke detectors, garage door opener(s) and ALL controls; all
9 permanently attached carpeting. The following items shall also remain (NOTE: do not check if leased):

- 10  satellite dish;  range/oven;  microwave;  kitchen refrigerator;  dishwasher;  washer;  dryer.
11  radiator covers;  window air conditioner;  central air conditioning;  gas grill;  fireplace tools.
12  fireplace screen;  fireplace glass doors;  fireplace gas logs;  fireplace grates;  wood burner stove inserts.
13  all existing window treatments;  ceiling fan(s);  carbon monoxide detectors;  television mounting
14 hardware;  water softener;  security system;  freezer;  indoor grill;  invisible fence transmitter and \_\_\_\_\_
15 collar(s).

16 Also included: n/a
17 NOT included: n/a

18 This Agreement supersedes any marketing of the Property, including multiple listing service descriptions.

19 **SECONDARY OFFER:** This  is  is not a secondary offer. This secondary offer, if applicable, will become
20 a primary contract upon BUYER’S receipt of a signed copy of the release of the preceding contract on or
21 before n/a. BUYER shall have the right to terminate this secondary contract by delivering
22 written notice to the SELLER or to SELLER’S agent at any time before BUYER’S receipt of the release of
23 the primary contract. BUYER shall deposit earnest money within seven (7) days from the date of BUYER’S
24 notice of becoming the primary contract. BUYER and SELLER agree to sign an addendum specifying the
25 date for loan application, loan approval, deposit of funds and documents, title transfer and possession.

26 **PRICE:** BUYER shall pay the sum of ..... \$ 50,000.00
27 payable as follows:

**\*\* See included Escalation Clause \*\***

28 **Earnest Money** will be deposited into a non-interest-bearing trust
29 account with the Escrow Agent, as defined herein,
30 within seven (7) days from the date of Acceptance,
31 as defined herein and credited against purchase price..... \$ 2,000.00

32 The Earnest Money shall be delivered to the Escrow Agent via:
33  Wire transfer  Check to Escrow Agent
34 **Cash** down payment to be deposited with the Escrow Agent..... \$ Remaining Balance
35 **Mortgage** loan to be obtained by BUYER..... \$ n/a

36 *Ohio law requires deposits to an Escrow Agent (earnest money and/or down payment) in excess of \$10,000 to*
37 *be conveyed by wire transfer. The parties hereby direct the Escrow Agent to provide written confirmation of*
38 *receipt of the Earnest Money to the Brokers and Agents involved in this transaction.*

39  Conventional  FHA  VA  CASH  OTHER \_\_\_\_\_
40  SELLER agrees to pay n/a towards BUYER’S closing costs, points and/or prepaids.

41 **ELECTRONIC DATA SECURITY:** Broker, its agents and employees will never ask any party to wire funds
42 or request personal financial data, including without limitation credit or debit card or bank account numbers. The

\_\_\_\_\_  
Seller Initials & Date

\_\_\_\_\_  
Buyer Initials & Date



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86 case neither BUYER, SELLER nor any Broker or agents shall have any further liability to each other, and both  
87 BUYER and SELLER agree to sign a mutual release, whereupon the Escrow Agent shall return the earnest  
88 money to BUYER.

89 **PRORATIONS:** Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if  
90 any, taxes and assessments, and homeowners association fees and assessments, if any, shall be prorated  
91 by the Escrow Agent as of the date of recording of the Deed. Taxes and assessments shall be prorated  
92 based upon the latest available tax duplicate. The parties agree to consult with the county auditor’s office  
93 about the status of the Property taxes as the latest available tax duplicate may not accurately reflect the  
94 amount of taxes owed. The parties shall adjust directly any changes in proration when the tax duplicate  
95 for the calendar year of closing becomes available. If the Property is new construction and recently  
96 completed or in the process of completion at the time of the Agreement, then the escrow agent is  
97 instructed to make a good faith estimate of the taxes to be owed on the value of the improved Property to  
98 the date of title transfer and reserve sufficient funds in escrow from SELLER’S net proceeds to pay those  
99 taxes when they become due and payable after title transfer. The escrow agent is instructed to release the  
100 balance of the funds on reserve once it receives notice from the county auditor that the taxes on the land  
101 and improvements have been paid in full to the date of title transfer. The Escrow Agent shall withhold  
102 \$ \$200.00 from SELLER to secure payment of final water and sewer charges, if any. The Escrow  
103 Agent is instructed to either pay said charges or verify SELLER’S payment of said charges and remit any  
104 balance to SELLER. In the event the Property shall be deemed subject to any agricultural tax recoupment  
105 (C.A.U.V.), BUYER SELLER agrees to pay the amount of such recoupment.

106 **CHARGES/ESCROW INSTRUCTIONS:** This Agreement shall be used as escrow instructions  
107 subject to the Escrow Agent’s standard conditions of acceptance that inconsistent with this Agreement.  
108 SELLER shall pay the following costs through escrow: a) any governmental conveyance fee or transfer  
109 tax; b) any amount required to discharge any mortgage, lien or encumbrance not assumed by BUYER and  
110 to record the cancellation thereof; c) title exam and one half the cost of insuring premium for Owners Fee  
111 Policy of Title Insurance; d) deed preparation costs; e) prorations due to BUYER; f) real estate  
112 brokerage commissions as described below; and g) one-half of the escrow fee (unless VAFHA  
113 regulations prohibit payment of escrow fees by BUYER, in which case SELLER shall pay the entire  
114 escrow fee) . BUYER shall pay the following through escrow: a) one-half of the escrow fee (unless  
115 prohibited by VA/FHA regulations); b) one-half the cost of insuring premiums for Owners Fee Policy of  
116 Title Insurance; c) all recording fees for the deed and any mortgage, and d) a commission of \$499.00 to  
117 McDowell Homes Real Estate Services for brokerage services rendered to BUYER if represented by  
118 McDowell Homes Real Estate Services.

119 **LIMITED HOME WARRANTY:** BUYER acknowledges the availability of a LIMITED HOME  
120 WARRANTY which will will not be provided by \_\_\_\_\_ n/a \_\_\_\_\_ at  
121 a cost of \$ \_\_\_\_\_ n/a \_\_\_\_\_. The cost of the warranty, if elected, shall be paid by SELLER BUYER  
122 through escrow at title transfer. The parties acknowledge that the limited home warranty requires  
123 BUYER to pay a deductible and does not cover pre-existing defects in the Property and that broker or  
124 agents may receive a fee from the warranty provider.

125 **BUYER’S DUE DILIGENCE AND INSPECTIONS:** This Agreement is subject to BUYER’S  
126 inspection(s), as elected below, which shall be conducted by an independent professional inspector(s) of  
127 BUYER’S choice within specified number of days from the date of Acceptance, as herein defined. While  
128 Broker(s) and agent(s) may refer inspectors or contractors to BUYER, BUYER shall be solely responsible

Seller Initials & Date

Buyer Initials & Date

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129 for choosing and retaining any inspector, contractor or other service provider. BUYER acknowledges  
130 that waiver of any inspection or evaluation of the Property is against the advice of BUYER'S brokerage  
131 and agents. BUYER is advised that real property may have latent (hidden) defects and conditions, hence  
132 BUYER must inspect and make diligent inquiry about the Property, including the land, dwelling, and any  
133 improvements. BUYER shall inspect and evaluate all aspects of the Property and retain independent  
134 professionals to do so on BUYER'S behalf. (When applicable, BUYER shall retain a general home  
135 inspector licensed by the State of Ohio.) BUYER shall review public records and consult with local and  
136 county government about the Property, including without limitation as to BUYER'S intended use.  
137 BUYER shall carefully review SELLER'S representations and disclosures, including SELLER'S Ohio  
138 Residential Property Disclosure Form, and make inquiry of SELLER if additional information is deemed  
139 necessary. BUYER shall not rely upon any written or verbal representations of the broker(s) and agent(s).  
140 BUYER agrees to hold the broker(s) and agents involved in this Agreement harmless from all claims,  
141 actions, injuries or damages relating to the Property after title transfer. BUYER acknowledges that  
142 inspections required by any state, county, local government, and/or VA/FHA, including the FHA  
143 appraisal, do not replace the need for BUYER'S independent inspections.


144 **BUYER must indicate "yes" for each professional inspection desired and the number of days**  
145 **following the date of Acceptance that BUYER must conduct each inspection elected.**

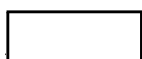
ELECTED		INSPECTION	EXPENSE	
Yes	No		BUYER	SELLER
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GENERAL HOME <u>    n/a    </u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM <u>    n/a    </u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WATER POTABILITY <u>    n/a    </u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL FLOW RATE <u>    n/a    </u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON <u>    n/a    </u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	MOLD <u>    n/a    </u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PEST/WOOD DESTROYING INSECTS <u>    n/a    </u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ADDITIONAL INSPECTIONS <u>    n/a    </u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>


**\*\* Buyer is waiving all contingencies**

156 (AS RECOMMENDED BY INSPECTOR)

157

158 **WAIVER:**  (BUYER Initials) BUYER elects to waive each professional inspection to  
159 which BUYER has not indicated "YES." Any failure by BUYER to perform, within the time specified, any  
160 inspection indicated "YES" herein is a waiver of such inspection and shall be deemed absolute acceptance of  
161 the Property by BUYER in its "AS IS" condition. Within three (3) days after completion of the last inspection,  
162 BUYER shall elect one of the following: a) remove the inspection contingency and accept the Property in its  
163 "AS IS" PRESENT PHYSICAL CONDITION; b) accept the Property subject to SELLER's agreement to  
164 repair specific issues identified in a written inspection report repaired by a qualified contractor in a professional  
165 manner at SELLER'S expense. If the parties do not agree upon repairs in writing within three days from the  
166 date of BUYER's request, then BUYER shall have one (1) additional day to remove the inspection contingency  
167 and accept the Property in its "AS IS" PRESENT PHYSICAL CONDITION; or c) terminate this Agreement  
168 if written inspection report(s) identify material latent defects NOT previously disclosed in writing by SELLER.  
169 If the Property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an  
170 Amendment to Purchase Agreement removing the inspection contingency and this Agreement will proceed in  
171 full force and effect. If the Property is accepted subject to the SELLER repairing specific defects, BUYER  
172 shall provide to SELLER a copy of the inspection report(s) and sign an Amendment to Purchase Agreement  
173 removing the inspection contingency and identifying the defects which are to be repaired. SELLER and  
174 BUYER shall have three (3) days from SELLER'S receipt of the written list of defects and the inspection  
175 report(s) to agree in writing which defects, if any, will be corrected at SELLER'S expense. If a written



  
Seller Initials & Date


  
Buyer Initials & Date


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176 agreement is not signed by both parties within those three (3) days, then this Agreement shall be null and void  
177 and SELLER and BUYER agree to sign a mutual release. If the BUYER elects to terminate this Agreement  
178 based upon newly discovered material latent defects in the Property, then BUYER shall provide a copy of the  
179 written inspection report to SELLER and both parties agree to promptly sign a mutual release. Upon signing  
180 of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to BUYER without  
181 any further liability of either party to the other or to Broker(s). The parties may agree IN WRITING to extend  
182 the dates for inspections, repairs, or the deadline for exercising their right to terminate the Agreement. SELLER  
183 shall provide reasonable access to the Property for BUYER to review and approve any conditions corrected  
184 by SELLER. Any failure by BUYER to request a review of SELLER'S repairs before title transfer shall be  
185 deemed a waiver of the review and acceptance of the Property AS IS.

186 **LEAD-BASED PAINT INSPECTION:**  YES  NO BUYER shall have the right to have a risk  
187 assessment or inspection of the Property by a qualified inspector, for the presence of lead-based paint  
188 and/or lead based paint hazards at BUYER'S expense within ten (10) days after Agreement. (See EPA  
189 pamphlet "Protect Your Family from Lead in Your Home" for more information.) If existing deficiencies or  
190 corrections are identified by the inspector in a written report, then BUYER shall have the right to terminate  
191 the Agreement or request that the SELLER repair the specific existing deficiencies noted on the written  
192 inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of the written  
193 inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER'S request of  
194 repairs, SELLER will have the option to either agree to correct the deficiencies identified in the inspector's  
195 written report or decline to do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees  
196 to provide to BUYER prior to title transfer with a certificate from a qualified risk assessor or inspector  
197 demonstrating that the deficiencies have been remedied. If SELLER declines to correct the deficiencies,  
198 BUYER may elect to terminate the Agreement or accept the Property in its "AS IS" condition. BUYER  
199 may remove this right of inspection at any time without SELLER'S consent.


200 BUYER  HAS  (BUYER'S initials)  HAS NOT  (BUYER'S initials) received a  
201 copy the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and  
202 "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS." This offer is  
203 subject to SELLER completing the disclosure form and BUYER'S review and approval of the information  
204 contained on the disclosure form within 3 days from receipt.

205 **REPRESENTATIONS AND DISCLAIMERS:** SELLER warrants that SELLER has completed the Ohio  
206 Residential Property Disclosure form with no assistance from any broker or agent(s) and otherwise disclosed  
207 all known material conditions and defects in the Property, including the land and dwelling. The parties hereby  
208 release, indemnify and hold the brokerage(s) and agents harmless from any and all claims, actions, injuries or  
209 damages relating to this transaction and the Property, including any misrepresentations or omissions of  
210 SELLER. BUYER acknowledges and agrees that the brokerage(s) and agents do not verify or investigate  
211 SELLER'S representations and disclosures, including those made on the Ohio Residential Property Disclosure  
212 form. BUYER agrees that BUYER has not relied on any verbal or written representations of any Broker(s) or  
213 agent(s) about the Property, including without limitation its features, characteristics, improvements, fitness,  
214 use, value, or condition, MLS information, square footage, zoning, lot dimensions, mold, structure, soils,  
215 homeowners' restrictions and/or fees, public and private assessments, utilities, taxes, or special assessments.  
216 BUYER  HAS  (BUYER'S initials) read and reviewed and received a copy of SELLER'S Ohio  
217 Residential Property Disclosure Form dated 11/30/2022.

218 BUYER  HAS NOT  (BUYER'S initials) received a copy of SELLER'S Ohio Residential  
219 Property Disclosure Form. This offer is subject to SELLER completing the Residential Property Disclosure Form and  
220 BUYER'S review and approval of the disclosure form within 3 days from receipt.

221 **MEGAN'S LAW:** SELLER warrants that SELLER has disclosed to BUYER all notices received from the

  
\_\_\_\_\_  
Seller Initials & Date

  
\_\_\_\_\_  
Buyer Initials & Date



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222 local sheriff’s department pursuant to Ohio’s sex offender law. BUYER acknowledges that any such  
223 information may no longer be accurate. BUYER agrees to inquire with the Ohio attorney general’s office or  
224 the local sheriff’s office about sex offender registration. BUYER agrees to rely on solely BUYER’S own  
225 inquiry with the local sheriff’s office as to registered sex offenders, and not SELLER or any broker or agent.

226 **POINT OF SALE, COUNTY AND MUNICIPAL INSPECTIONS, BUILDING AND CODE**  
227 **COMPLIANCE:** SELLER shall pay all costs for the repair of any leak(s) in the water or gas main supply  
228 lines found between the street and foundation at the time of transfer or restoration of utilities. SELLER shall  
229 at SELLER expense order and have performed every required inspection by all government entities, including  
230 without limitation municipal and county point of sale ordinances and promptly provide BUYER the written  
231 reports, certificates or any other required material issued as a result of all such inspections. SELLER shall be  
232 responsible for correction of all items delineated on said reports prior to title transfer and provide written  
233 notice of compliance to BUYER, Escrow Agent and any other parties required before walk through of  
234 the Property, as outline herein. If all repairs and upgrades required for compliance cannot be completed  
235 before walk through, the parties may agree to have funds held in escrow as may be required by any  
236 government entity, mortgage lender or by agreement of the parties. SELLER agrees to comply with all  
237 local governmental point of sale laws and/or ordinances. SELLER shall promptly provide BUYER with  
238 copies of any notices received from governmental agencies to inspect or correct any current building code,  
239 safety or health violations and all point-of-sale reports.  
240

241 **DAMAGE:** If improvements to the Property are destroyed or damaged in excess of ten percent (10%) of the  
242 purchase price before title transfer, then BUYER may either accept the insurance proceeds for said damage  
243 and complete this transaction or terminate this Agreement and receive the return of all deposits made. If such  
244 damage is less than ten percent of the purchase price, then SELLER shall restore the Property to its prior  
245 condition.  
246

247 **REFERRALS TO THIRD PARTIES:** Broker does not promote, insure or endorse the referral or  
248 recommendation of any independent business, activities or service by any of its agents, including those in  
249 which Agent and/or any member of Agent’s family has an ownership interest. It is the sole and exclusive  
250 choice of BUYER to retain any independent service provider relating to the sale of the Property.  
251

252 **ADDENDA:** The following are attached hereto and incorporated herein by reference:  State of Ohio Agency  
253 Disclosure Form  Ohio Residential Property Disclosure Form  VA/FHA Addendum  Home Inspection  
254 Notice “For Your Protection”  Condominium Addendum  House Sale Concurrency or Contingency  
255 Addendum  Lead Based Paint Addendum  Affiliated Business Arrangement Disclosure  
256  Other(s) Any other addenda not noted above  
257 are made part of this Agreement. The terms and conditions of any addenda supersede any conflicting terms of  
258 the Agreement.  
259

260 **ADDITIONAL TERMS:** **\*\* This offer expires on Mon, Dec 5th, 2022 at 9 am \*\***  
261  
262  
263

264 **9 DAY CASH BACK GUARANTEE PROGRAM:** It is acknowledged and agreed that SELLER shall  
265 receive a commission reduction of \$ n/a from the listing broker as an inducement to enter  
266 into this Agreement, as outlined in the 9 Day Cash Back Guarantee Seller Agreement addendum to the listing  
267 Agreement.

  
\_\_\_\_\_  
Seller Initials & Date

  
\_\_\_\_\_  
Buyer Initials & Date

Property Address: 414 Prospect St, Berea, OH 44017

268 **BINDING AGREEMENT:** For purposes of this Agreement, "Days" shall be defined as calendar days.  
269 "Acceptance" shall occur when the latter of the parties signs this Agreement without making material change  
270 and then delivers either written or verbal notice of such signatures to the other party or the other party's agent.  
271 Upon Acceptance, this offer and all attachments and addenda, shall become an Agreement binding on BUYER  
272 and SELLER, their heirs, executors, administrators, and assigns. The parties agree that the Brokers and agents  
273 have no authority to bind either party to any offer, counteroffer, or Acceptance of this Agreement. The terms,  
274 covenants, conditions, and provisions of this Agreement to be performed by SELLER shall survive delivery  
275 and recording of the Deed. This Agreement may be executed by original, electronic or digital signature of  
276 each of the parties and may be delivered by facsimile or electronic means. This Agreement represents the  
277 entire agreement between the parties, and there are no other representations, warranties or understandings  
278 between them, except as outlined herein. SELLER and BUYER acknowledge and agree that brokers and  
279 agents may provide real estate services only and thus the parties agree to consult with independent  
280 professionals for legal, tax, inspection, engineering or other types of advice. The parties agree that they have  
281 carefully read and understand this Agreement and that they are executing it with the intent to be legally bound.

282 

<i>Michael Kucera</i>	dotloop verified 12/03/22 3:20 PM EST W3YX-CWBX-46VM-7LRF	mkucera@dssbuilders.com
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283 BUYER Date Email Phone  
284 

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285 BUYER Date Email Phone  
286  
287 Address

288 **DEPOSIT RECEIPT:** Receipt is hereby acknowledged of a  note for the earnest money, subject to terms of the  
289 above offer; (OR)  check made payable to Escrow Agent as depository.

290 **ACCEPTANCE:** SELLER accepts the above offer and irrevocably instructs the Escrow Agent to pay from SELLER'S  
291 escrow funds a commission of \_\_\_\_\_ 3% or purchase price \_\_\_\_\_ percent ( 3% %) of  
292 the purchase price to **McDowell Homes Real Estate Services, 7230 Mentor Ave. Mentor, Ohio 44060.**

293 

--	--	--

  
294 SELLER Date Email Phone  
295 

--	--	--

  
296 SELLER Date Email Phone  
297  
298 Address

300 The following information is provided solely for the Multiple Listing Services' use and will be completed by the Brokers or their  
301 agents and is not part of the terms of the Agreement. Multiple Listing Information:

302 Christopher Kaylor 2011003065 Jennifer Adams / 2021004408 /  
303 Courtney Hatfield 2018003254  
304 Listing agent name(s) Listing agent license # Selling agent name(s) Selling agent license #  
305 Realty Trust Services, LLC Listing brokerage office # McDowell Homes Real Estate 9545  
306 Services Selling brokerage Selling brokerage office #  
307  
308 Listing brokerage Listing brokerage office #

--

  
Seller Initials & Date

<i>MK</i>
-----------

  
Buyer Initials & Date





# PROMISSORY NOTE

Property Address: 414 Prospect St, Berea, OH 44017

Date 12/03/2022

After date, I/We promise to pay to the order of:

Maximum Title & Escrow Services

Company Name

two thousand Dollars \$ \$2,000.00

with interest at -0- percent per annum for valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

DUE DATE IS ON DEMAND

Michael Kucera

*Michael Kucera*

dotloop verified  
12/03/22 3:20 PM EST  
QNC-FJCV-7QSE-BPV

Buyers Name (print)

Date

Buyers Signature

Buyers Name (print)

Date

Buyers Signature



### WALK-THROUGH ADDENDUM

Property Address: 414 Prospect St, Berea, OH 44017

This Addendum is made part of the Agreement between Michael Kucera (Buyer) and Jeffrey C Dille (Seller) for the address listed above (the "Property") with offer dated 12/03/2022.

The parties agree that the Buyer will be given an opportunity to walk through the Property on or about n/a day(s) prior to the date of title transfer solely for the purpose of verifying that the Property is in the same or similar condition, absent normal wear and tear, as at the time of the execution of the Agreement. Buyer's failure to exercise this opportunity in the time period described herein shall be deemed as acceptance of the property.

Buyer acknowledges and agrees that no issues may be raised at the time of the walk-through with respect to any condition of the Property that was in existence at the time of Buyer previously viewing the Property or having been resolved and agreed to in previous addendums to the Agreement.

In the event that the walk-through evidences a material adverse change in the condition of the Property, the Buyer shall promptly notify the Seller and the escrow agent in writing.

Thereafter, the parties shall mutually agree, in writing to: (1) an amount to be held in escrow from Seller's proceeds pending correction of the material adverse change; or (2) an amount to be credited to Buyer through escrow at the time of title transfer; or (3) to have Seller, at Sellers expense, correct the problem (material adverse change) specifically identified by Buyer prior to transfer; or (4) void the Agreement and the Earnest Monies shall be returned to Buyer as stated in the Agreement; or (5) Buyer will remove the Walk-Through Contingency by signing the Removal of Contingency below.

Additional Terms and Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature Box]

Buyer Date

[Signature Box]

Seller Date

[Signature Box]

Buyer Date

[Signature Box]

Seller Date

Removal of Walk-Through Contingency: The undersigned Buyer hereby waives and removes the Walk-Through Contingency in the above referenced Purchase Agreement. Failure to respond deems acceptance.

*Michael Kucera* dotloop verified 12/03/22 3:20 PM EST JW9K-Y7OB-5KQY-TWKK

Buyer Date

[Signature Box]

Buyer Date



# Notice of Buyer Expenses



**Costs Before Closing:** \*All costs are an estimate and vary depending on many factors.\*

- General Inspection - \$300+
- Radon Test - \$100-\$175.
- Pest and Wood Destroying Insect Inspection - \$90-\$150
- Appraisal Fee -\$400-\$600 (Depending on Lender)
  - Re-Appraisal Fee - \$100-\$200
- Earnest Money (per contract), cashed upon accepted offer

Initial  / 

## Costs at Closing:

- McDowell Homes Brokerage Fee - \$399
- Your HomeCourt Team Service Fee - \$100
- Down Payment (per lender)
- Closing Costs (per lender/title company)
- 1 Year of Homeowners Insurance Paid in Full at Closing (per insurance company)

Initial  / 

## Notice:

- Please discuss the source of your down payment with your lender.
- During the loan process DO NOT: open new lines of credit, apply for credit, quit your job, buy a new car, consolidate debt, go late on any bills or mortgage, change jobs, transfer large amounts of money unless approved by your lender beforehand.
- Your lender will pull a final credit report before closing.
- Your home closing date is dependent on prompt return of documents, the circumstances and conditions that are required or any repairs that need to be made to the property.


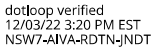
Initial  / 

## ELECTRONIC DATA SECURITY STATEMENT:

Electronic communications such as email, text messages and social media messaging, are neither secure nor confidential. While McDowell Homes has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties. McDowell Homes or its Agents will never send you any electronic communication with instructions to transfer funds or to provide nonpublic personal information, such as credit card or debit numbers or bank account and/or routing numbers. YOU SHOULD NEVER TRANSMIT NONPUBLIC PERSONAL INFORMATION, SUCH AS CREDIT OR DEBIT CARD NUMBERS OR BANK ACCOUNT OR ROUTING NUMBERS, BY EMAIL OR OTHER UNSECURED ELECTRONIC COMMUNICATION. EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS ARE COMMON AND MAY APPEAR TO COME FROM A TRUSTED SOURCE. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM broker or agent, do not respond to it and immediately contact McDowell Homes.


Initial  / 

By signing below, I acknowledge that I understand the notice as contained herein.

Buyer

Date



Buyer

Date



STATE OF OHIO  
DEPARTMENT OF COMMERCE

2013

Seller has never lived at property. Seller to make no repairs Buyer to pull all permits to repair home.

**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 icd Date 11/30/2022  
Owner's Initials \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Initials  Date \_\_\_\_\_  
Purchaser's Initials 3:20 PM EST Date \_\_\_\_\_  
dotloop verified



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: 414 Prospect Rd. Berea Ohio 44017

Owners Name(s): Jeffery C. Dilley

Date: \_\_\_\_\_, 20\_\_\_\_

Owner [ ] is [X] is not occupying the property. If owner is occupying the property, since what date: \_\_\_\_\_
If owner is not occupying the property, since what date: \_\_\_\_\_

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):

- [X] Public Water Service [ ] Holding Tank [ ] Unknown
[ ] Private Water Service [ ] Cistern [ ] Other
[ ] Private Well [ ] Spring
[ ] Shared Well [ ] Pond

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

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

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

- [X] 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 [ ] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): \_\_\_\_\_

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

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

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

Owner's Initials j d Date 11/30/2022
Owner's Initials \_\_\_\_\_ Date \_\_\_\_\_

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



414 Prospect Rd. Berea Ohio 44017

Property Address

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).

Table with 3 columns: YES, NO, N/A. Rows include: 1) Electrical, 2) Plumbing (pipes), 3) Central heating, 4) Central Air conditioning, 5) Sump pump, 6) Fireplace/chimney, 7) Lawn sprinkler, 8) Water softener, 9) Security System, 10) Central vacuum, 11) Built in appliances, 12) Other mechanical systems.

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?

Table with 3 columns: Yes, No, Unknown. Rows include: 1) Lead-Based Paint, 2) Asbestos, 3) Urea-Formaldehyde Foam Insulation, 4) Radon Gas, 5) Other toxic or hazardous substances.

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 jcd Date 11/30/2022

Purchaser's Initials [Signature] Date [ ]

414 Prospect Rd. Berea Ohio 44017

Property Address

D) 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:

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?

Yes No Unknown checkboxes

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:

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 2) Boundary Dispute 3) Recent Boundary Change 4) Shared Driveway 5) Party Walls 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 Date 11/30/2022

Purchaser's Initials Date Purchaser's Initials Date

Property Address 414 Prospect Rd. Berea Ohio 44017

**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: Jeffery C. Dilley DATE: \_\_\_\_\_

OWNER:  DATE: 11/30/2022

**RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS**

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

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

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

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

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

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

PURCHASER:  dotloop verified  
12/03/22 3:20 PM EST  
EKRV-BJH5-EYYH-MW4F DATE: \_\_\_\_\_

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

### 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.

Property Address: 414 Prospect Rd. Berea Ohio 44017

#### Seller's Disclosure

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

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

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

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

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

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

#### Purchaser's Acknowledgment

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

(d)  Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

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

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

#### Agent's Acknowledgment

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

#### Certification of Accuracy

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

Jeffery C. Dilley

11/30/2022

Seller Michael Kucera Date 11/26/2022

Seller Jennifer Adams Date 11/30/2022

Purchaser Christopher Kaylor Date 11/26/2022  
Agent

Purchaser Jennifer Adams Date 11/30/2022  
Agent



Start A Claim 24/7:  
APHW.COM  
800.648.5006



Home systems break.  
Your budget shouldn't.

You choose your own licensed contractor  
for all covered repairs.

Standard Coverages:  
**Washer & Dryer**  
**Exterior Water & Sewer Lines**

**NEW**

Optional Plan:  
**Home Entertainment  
& Technology Plan**

Certain items and events are not covered by this contract.  
Please refer to limitations, restrictions and exclusions in this contract brochure.

# Acceptance/Invoice

Contract Number: \_\_\_\_\_



To obtain a contract number call: 1.800.648.5006  
America's Preferred Home Warranty | 5775 Ann Arbor Rd. | Jackson, MI 49201  
Fax: 1.888.479.2652 | [aphwoffice@aphw.com](mailto:aphwoffice@aphw.com) | [aphw.com](http://aphw.com)

**IMPORTANT: FOR SERVICE CALL: 1.800.648.5006.**  
**NO PAYMENT OR REIMBURSEMENT FOR SERVICES PERFORMED WITHOUT PRIOR APPROVAL.**

~ Please be sure to fill in all applicable areas of information. ~

**Seller(s) Name(s)**

Jeffrey C Dilley

Property Address Number & Street

414 Prospect St

City State County Zip

Berea, OH Cuyahoga 44017

Phone Number(s)

Seller(s) E-mail(s)

**Buyer(s) Name(s)**

Michael Kucera

Phone Number(s)

Buyer(s) E-mail(s)

[mkucera@dssbuilders.com](mailto:mkucera@dssbuilders.com)

**Real Estate Office**

McDowell Homes Real Estate Services

Address

7230 Mentor Ave

City State Zip

Mentor, OH 44060

Phone Number Fax Number

440-205-2000 440-528-3569

**Real Estate Agent**

Agent's E-mail

Closing Date Listing date

12/19/2022 11/30/2022

BOTH PARTIES AGREE THAT THE OBLIGATIONS FOR REPAIR OR SERVICE UNDER THIS AGREEMENT ARE SOLELY THOSE OF THE SERVICE PROVIDER AND ARE NOT THE OBLIGATION OF ANY REAL ESTATE FIRM. SEE ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGES (7-11).

SELLER AND BUYER ACKNOWLEDGE BY SIGNATURE OR PAYMENT THAT HE OR SHE HAS READ, UNDERSTANDS AND ACCEPTS THIS REAL ESTATE HOME WARRANTY AGREEMENT, INCLUDING ALL SERVICE AGREEMENT TERMS AND CONDITIONS.

Seller(s) Signature(s) X \_\_\_\_\_ Date \_\_\_\_\_

X \_\_\_\_\_ Date \_\_\_\_\_

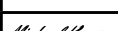
Buyer(s) Signature(s) X \_\_\_\_\_ Date \_\_\_\_\_

X \_\_\_\_\_ Date \_\_\_\_\_

**WAIVER**

Applicant has reviewed the Real Estate Home Warranty 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 Real Estate Home Warranty Agreement.

Seller(s) Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

Buyer(s) Signature(s)  \_\_\_\_\_ Date \_\_\_\_\_

**HOUSING TYPE (Please Check One)**

- Single/Family
- Duplex (2 warranties)
- Fourplex (4 warranties)
- Manufactured Home Year Manufactured: \_\_\_\_\_
- Foreclosed/Repossessed Home\*\*
- Condo/Townhouse
- Triplex (3 warranties)
- New Home Construction

\*\*See Terms and Conditions "General #9"

**PLAN OPTIONS (Please Check One)**

- Buyer's Premier Coverage Plan - One Year..... \$695  
25 Standard Coverage Items + 12 Buyer Preferred Upgrade Items + \$50 Deductible

**Single Family Plans**

- One Year: \$100 Deductible..... \$499
- One Year: \$50 Deductible..... \$535
- Two Years: \$100 Deductible..... \$950

**Condo/Townhouse Plans**

- One Year: \$75 Deductible..... \$475
- Two Years: \$75 Deductible..... \$899

**New Construction Plan for Buyers**

- Three Years: \$75 Deductible..... \$600  
Coverage begins 366 days after closing and continues for three years.

**Multi-Family Unit Plans (\$75 Deductible)**

- One Year: Duplex (2 warranty agreements) ..... \$950
- One Year: Triplex (3 warranty agreements) .... \$1,250
- One Year: Fourplex (4 warranty agreements).. \$1,599

**BUYER COVERAGE OPTIONS (Check All That Apply)**

- Buyer Preferred Upgrade ... \$160 x \_\_\_ yrs. = \$ \_\_\_\_\_  
*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.*
- Additional Refrigerators.....\$50 x \_\_\_ yrs. = \$ \_\_\_\_\_
- Gas Fireplace.....\$50 x \_\_\_ yrs. = \$ \_\_\_\_\_
- Inground Pool/Spa .....\$185 x \_\_\_ yrs. = \$ \_\_\_\_\_
- Premium/  
Salt Water Pool/Spa .....\$345 x \_\_\_ yrs. = \$ \_\_\_\_\_
- Sprinkler System.....\$50 x \_\_\_ yrs. = \$ \_\_\_\_\_
- Termite Control.....\$50 x \_\_\_ yrs. = \$ \_\_\_\_\_
- Water Softener.....\$85 x \_\_\_ yrs. = \$ \_\_\_\_\_

**SELLER'S COVERAGE**

- Seller Preferred Upgrade ..... \$100

**HOME ENTERTAINMENT & TECHNOLOGY PLAN**

- \$75 Deductible..... \$199 x \_\_\_ yrs. = \$ \_\_\_\_\_

Plan Cost(s) ..... \$ \_\_\_\_\_

Option Cost(s)..... \$ \_\_\_\_\_

**Total**..... \$ \_\_\_\_\_

**PLEASE REMIT PAYMENT TO:**  
**AMERICA'S PREFERRED HOME WARRANTY**  
**PO BOX 772150 | DETROIT, MI 48277-2150**

**SUBMIT**



# Plans & Pricing



**\$499**  
Base Price

Single Family Home with \$100 Deductible

## Single Family Home

One Year: \$100 Deductible .....\$499  
One Year: \$50 Deductible .....\$535

## Single Family Home (Continued)

Two Years: \$100 Deductible .....\$950

## Condo/Townhouse

One Year: \$75 Deductible .....\$475

Two Years: \$75 Deductible .....\$899

## New Construction

Three Years: \$75 Deductible .....\$600

Coverage begins 366 days after closing and continues for three years.

## Multi-Family Unit Plans

(\$75 Deductible)

### One Year: Duplex

(2 warranty agreements) ..... \$950

### One Year: Triplex

(3 warranty agreements) ..... \$1,250

### One Year: Fourplex

(4 warranty agreements) ..... \$1,599

## BUYER Coverage Plans

COVERAGE ITEMS (Standard)	
Attic and Exhaust Fans	•
Built-In Dishwasher	•
Built-In Microwave	•
Built-In Oven	•
Central Air Conditioning	•
Central Vacuum	•
Duct Work	•
Electrical System	•
Exterior Water and Sewer Line	•
Free-Standing Range/Cooktop	•
Garage Door Opener	•
Garbage Disposal	•
Heating System	•
Hotel Benefits	•
Humidifier	•
Instant Hot Water Dispenser	•
Permanently Installed Sump Pump	•
Plumbing	•
Refrigerator	•
Roof Leak Repair	•
Septic System	•
Stoppages	•
Washer/Dryer	•
Water Heater	•
Water Well Pump	•

BUYER PREFERRED UPGRADE (Optional)*   \$160	
Built-in Dishwasher (Adds): <i>Racks, Baskets and Rollers</i>	•
Built-in Microwave (Adds): <i>Interior Lining, Glass Door, Clocks and Shelves</i>	•
Central Air (Adds): <i>Refrigerant Recovery, Cost of Crane, Registers and Grills</i>	•
Ceiling Fan	•
Central Heat (Adds): <i>Registers, Grills and Heat Lamps</i>	•
Garage Door Opener (Adds): <i>Hinges, Springs, Keypads and Remote Transmitters</i>	•
Refrigerator (Adds): <i>Refrigerant Recovery, Control Board, Ice Maker and Ice/Beverage Dispenser</i>	•
Special Electrical Package (Adds): <i>Fire/Burglar Alarm, Lighting Fixtures, Doorbell</i>	•
Toilets (Adds): <i>Replaced With Like Quality</i>	•
Oven/Range (Adds): <i>Interior Lining, Clocks, Rotisseries, Racks, Handles, Knobs and Dials</i>	•
Water Heater (Adds): <i>Sediment Buildup</i>	•
\$250 toward Code Violations	•

## Buyer's Premier Coverage Plan

25 Standard Coverage Items | 12 Buyer Preferred Upgrade Items

**\$695**  
w/ \$50 Deductible (One Year)

## Home Entertainment & Technology Plan (See page 4)

**\$199**  
w/ \$75 Deductible (One Year)

## SELLER Coverage Plans

COVERAGE ITEMS (Standard) **	
ListSecure®	•
Attic and Exhaust Fans	•
Central Vacuum	•
Duct Work	•
Electrical System	•
Instant Hot Water Dispenser	•
Plumbing	•
Stoppages	•
Water Heater	•

SELLER PREFERRED UPGRADE (Optional)**   \$100	
Built-In Dishwasher	•
Built-In Microwave	•
Built-In Oven	•
Central Air Conditioning	•
Free-Standing Range/Cooktop	•
Garbage Disposal	•
Heating System	•
Refrigerator	•

## OPTIONAL Coverages

Additional Refrigerators..... \$50  
Gas Fireplace..... \$50  
Inground Pool/Spa.....\$185  
Premium/Salt Water Pool/Spa... \$345  
Sprinkler System..... \$50  
Termite Control..... \$50  
Water Softener..... \$85

\* **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.

\*\* **Florida Only:** Customers must purchase the Seller Preferred Upgrade to receive listing coverage, which will include the Standard Coverage Items.



# \$199

 w/ \$75 Deductible  
(One Year)

- Desktop Computers
- DVD/Blu-Ray Players
- External Hard Drives
- Gaming Systems
- Home Theater
- Laptop Computers
- Peripherals/Wearables
- Printers
- Routers
- Tablets
- Televisions/Monitors



## Home Entertainment & Technology Plan by Fortegra

Fortegra® is the marketing name for the service contract operations of the subsidiaries of Fortegra Financial Corporation. Products and services are provided by 4Warranty Corporation, The Service Doc, Inc. (in WI), or Lyndon Southern Insurance Company (in OK and FL: Lic. No.: FL-03698), each of which are subsidiaries of Fortegra Financial Corporation. This is a summary of the benefits available. For complete information, including details of benefits, coverage, specific exclusions, conditions, and limitations, please refer to the complete terms and conditions of the service agreement. A service agreement is optional, cancellable and in no way required to obtain credit. A service agreement is not a warranty. *Scan QR Code for more information.*

For 24/7/365 Home Entertainment & Technology claims service, call:

# 877.958.2398

# Buyer's Premier Coverage Plan

The Buyer's Premier Coverage Plan gives you ALL the standard coverage items, ALL the Buyer Preferred Upgrade items, AND the \$50 deductible—all for one full year of coverage!!

Easy, fast, and convenient!  
See page 3 for details.

# \$695

 w/ \$50 Deductible  
(One Year)

# 25

 Standard Coverage Items **+**

# 12

 Buyer Preferred Upgrade Items



# What Is Covered?



## ATTIC AND EXHAUST FANS

Plans that cover this item: Buyer | Seller

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

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



## CENTRAL AIR CONDITIONING

Plans that cover this item: Buyer | Seller Preferred Upgrade

**Covered:** (Electric refrigerant central air conditioning units only.)

Coils and compressor, capacitor, motors, thermostat valves, thermostats, 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, outside and/or underground components and piping for geothermal 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. Zone controls, zone motors, dampers, and leak tests.



## ELECTRICAL

Plans that cover this item: Buyer | Seller

**Covered:** Electrical breakers, wiring, panels and sub-panels, plugs, fuses, switches, conduit, junction box, central vacuum systems. Garage door openers (motors, push buttons, control boards, drive mechanisms, chains).

**Not Covered:** Service entrance cables, garage doors, meter boxes, counter balance mechanisms, rollers and remote sensing units, tracks, infrared sensors, any loss due to water seepage along service cable, any loss from overload or power failure, any electrical items or wiring located outside the perimeter of the principal dwelling and attached garage.



## EXTERIOR WATER AND SEWER LINE COVERAGE

Plans that cover this item: Buyer

**Covered:** Water and sewer pipes between the home's foundation and the water or sewer main pipe. Coverage applies to locating the pipe stoppage or collapse including excavation and backfilling, the repair and/or replacement of the affected pipe, and clearing of stoppages (cleaning same lines after 14 days has elapsed shall be considered a new claim and is subject to a new deductible) up to the coverage limit.

**Not Covered:** Landscaping replacement, frozen pipes, clean up of leaked material, blockages or breaks from tree roots and foreign objects.



## HEATING SYSTEM

Plans that cover this item: Buyer | Seller Preferred Upgrade

**Covered:** Central heating system including electric, gas, oil, gravity (centrally ducted only), steam or hot water heat systems, ductwork, interior gas lines, thermostats, relays and wiring. Heat exchanger and/or combustion chamber, electric heat pump, burners, circuit board, igniter, flame sensor, transformer, gas valves, baseboard convectors, pumps, motors, switches, heating elements.

**Boiler systems only:** Zone valves, geothermal and/or water source heat pump components and parts located within the foundation of the home or attached garage which cool and/or heat the home.

**Not Covered:** Outside and/or underground components and piping for geothermal and/or water source heat pumps, well pump and well pump components for geothermal and/or water source heat pumps. Free-standing or portable heating units, through-wall units, coal or wood burning equipment, fuel oil or propane gas storage tanks, fuel oil lines, registers, electronic air filters and cleaners, vents, space heaters, grills, filters, solar heating systems, radiators, fireplaces, clocks, chimneys and chimney liners, recovery of refrigerant and cleaning and energy management systems. Leak tests. Zone controls, zone motors and dampers.



## HUMIDIFIER

Plans that cover this item: Buyer

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

**Not Covered:** Humidifier pads, media elements, brushes, atomizers or back flush units.



## KITCHEN APPLIANCES

Plans that cover this item: Buyer | Seller Preferred Upgrade

**Coverage is limited to primary kitchen area.**

**Covered:** (Note: All appliances must be part of the contract to purchase for the purchaser at the time of 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 and heating element, control board), built-in microwave, garbage disposal, refrigerator (compressor only).

**Not Covered:** Water dispenser, cracked or broken thermal shells, any loss or damage of a cosmetic nature such as denting, chipping, 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.



## PLUMBING SYSTEMS

Plans that cover this item: Buyer | Seller

**Covered:** Drains and 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 and sewer lines; angle stops and risers. Clearing of stoppages (cleaning same lines after 14 days has elapsed shall be considered a new claim and is 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).

**Not Covered:** Sinks, bathtubs, fixtures, exterior hose bibs, filters, sewage ejector pumps, shower-base pans, shower enclosures, tub enclosures, toilet wax ring seals, toilet bowl and tank, caulking, grouting, tile fields, lawn sprinklers, leach beds, root damage, any loss arising out of a condition of chemical or mineral deposits, water residue, rust-out, or insufficient capacity drain, low or high pressure, loss arising from porcelain cracking, chipping, dents or other externally caused physical damages, storage or holding tanks, auxiliary sump pumps. Sewage lines located outside the main foundation of the home and blockages from tree roots and foreign objects.



## ROOF

Plans that cover this item: Buyer

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

**Not Covered:** Roof mount installations, roof vents, roof vent boots, gutters, drain lines, pre-existing leaks, leaks in any deck or balcony, leaks due to ice damming. 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.



### SEPTIC

Plans that cover this item: Buyer

*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:** Drain field, tile fields and leach beds, clean out, insufficient capacity, and blockages from tree roots and foreign objects.



### WASHER/DRYER

Plans that cover this item: Buyer

**Covered:** All parts and components except: Those listed under "Not Covered".

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



### WATER HEATER

Plans that cover this item: Buyer | Seller

**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, igniter, temperature sensor.

**Not Covered:** Oil hot water tanks, and loss arising as a result of chemical, mineral deposits, sediments, insufficient capacity, water residue or rust-out.



### WATER WELL PUMP

Plans that cover this item: Buyer

**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 re-drilling of well, screens, points, well pump if used for lawn sprinkler system or other like system.

Some coverage is subject to additional limitations as provided in the Terms and Conditions Section of the Real Estate Warranty Service Agreement.

## Buyer Preferred Upgrade

#### CEILING FAN

Must be located in main dwelling.

#### CENTRAL AIR (ADDS)

Refrigerant recovery, registers and grills, cost for crane to install roof-mounted covered replacement air conditioner unit \$200 maximum.

#### CENTRAL HEAT (ADDS)

Registers, grills and heat lamps.

#### 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 the code violation(s). APHW will not simply pay to remove the violation.

#### KITCHEN APPLIANCES/REFRIGERATORS (ADDS)

Refrigerator control board, refrigerant recovery and recharge, ice maker and ice/beverage dispenser and their respective equipment; 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.

#### SPECIAL ELECTRICAL PACKAGE

Fire/Burglar alarm, lighting fixtures, doorbell, garage door opener (hinges, springs, keypads and remote transmitters).

#### WATER HEATER (ADDS)

Failure due to chemical, mineral deposits, and sediment build-up.

#### PLUMBING (ADDS)

Toilets replaced with like quality up to \$200 per occurrence.

## Optional Coverages

### ADDITIONAL REFRIGERATORS

(INCLUDES FREE STANDING FREEZERS AND WINE COOLERS)

**Covered:** Compressor.

**Not Covered:** Cracked or broken thermal shells, any loss or damage of a cosmetic nature such as denting, chipping, the cost of attaining access, keypads, interior lining, door glass, latches, shelves, broken interior, loss due to rust-out and food spoilage, refrigerator control board, ice maker/beverage dispenser and their respective equipment, recovery of refrigerant.

### GAS FIREPLACE (PERMANENTLY INSTALLED)

**Covered:** Gas valve, pilot, thermocouple, wall switch associated with ignition or fan, blower motor.

**Not Covered:** Remote systems, decorative logs, mechanical hinges, glass, damper, flue or firebox.

### INGROUND POOLS/SPAS

**Covered:** 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. PREMIUM/SALT WATER/SPA adds salt water components and cells.

**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.

### SPRINKLER SYSTEM

**Covered:** Leaks and breaks of PVC lines, timers, bubbler heads, gate valves, solenoids, shut-off valve and other activated controls.

**Not Covered:** Hydraulic systems; sprinkler heads with problems caused by abnormal wear and tear such as, but not limited to: Pet damage, lawn mower damage, freezing, vehicular damage, damage by roots or soil, improper installations, and adjustments or cleaning and human damage, sprinkler lines below pavement or decorative structures below hard surface.

### TERMITE CONTROL

**Covered:** Spot treatment for existing subterranean termite infestation located in the interior of the home or exterior of the main foundation/perimeter of the home and attached garage.

**Not Covered:** Decks, fences, and infestation or treatment of any area farther than 24 inches away from the main foundation/perimeter of the home, preventative treatments; any repairs or damages due to subterranean termites.

### 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 rented/leased water softeners.





# Terms & Conditions



**IMPORTANT: Please read these terms and conditions carefully. They describe the terms of your coverage and how to obtain service.**

## PERFORMANCE OF SERVICE

Please read Your coverage carefully. Should You need service, telephone the Customer Service Department at 1.800.648.5006 or visit [aphw.com](http://aphw.com) to start a claim online. Service is available 24 hours a day, 7 days a week; You must have telephone approval before having any work done. The Customer Service Department will make every effort to expedite service in emergencies. You will be required to pay a Deductible per trade call, or the actual cost, whichever is less. If any additional repairs have been made during a service call to items not covered by this Agreement, You will be required to pay those expenses.

## PAYMENT

Payment is due at closing and is derived from closing costs and must be received within seven (7) business days to ensure coverage.

## DEFINITIONS

- Agreement, Contract, Service Contract, Home Warranty** means this Agreement which has been purchased from **Us** and which includes the completed **Agreement** on page 2 of this document.
- "Company"** means **America's Preferred Home Warranty, Inc. (APHW)**, 5775 Ann Arbor Rd., Jackson, MI 49201, 1.800.648.5006.
- "Component Part"** means covered item as listed on the **"What Is Covered?"** page.
- Contract Fee** means the amount paid for this **Agreement**, as shown on the **Acceptance/Invoice Page**.
- Deductible** means the amount You are required to pay, as shown on pages 2-4, per repair for covered **Breakdowns**.
- Breakdown** means a failure of a covered item due to normal wear and tear.
- Provider** means the party obligated to perform or arrange to perform services pursuant to the terms of this **Agreement** and is also known as the **Obligor, Extended Service Contract Provider, Service Contract Provider** and **Service Contract Maker**. The **Provider** of this **Agreement** is America's Preferred Home Warranty, Inc., 5775 Ann Arbor Rd., Jackson, MI 49201, 1.800.648.5006.
- Acceptance/Invoice Page** (page 2 of this document) means the document which must be attached to and becomes part of this **Agreement**. It lists information regarding **You, Your Covered Property, Plan** selected, and other vital information.
- We, Us, Ours** means the **Provider** of this **Agreement**.
- You and Your** means the **Agreement** holder as shown on the **Acceptance/Invoice Page** (page 2), or the person to whom this **Agreement** was properly transferred.

## CONTRACT COVERAGE

This Contract provides protection, at a reasonable cost, against Breakdown of specific items You have due to normal wear and tear. This Agreement is not intended to shift responsibility for minor repairs or normal maintenance. It does not cover everything. It may not cover the entire cost of repair or replacement of a covered item. A Deductible is required for each APHW-covered repair. Please read the following terms and conditions carefully. They describe the terms of Your coverage and how to obtain service.

### THIS CONTRACT COVERS ONLY THOSE ITEMS WHICH ARE:

- Located in a single-family residence and/or condo.
- In place, operative and located within the main perimeter of the main foundation of the home, including any attached garage, located at the address shown, on the effective date of this Contract.
- Not located in rooms or buildings used for commercial or business purposes.
- Specified as "Covered" in the section of the Agreement titled "What Is Covered?" If a system and/or item is not listed as covered, then it is NOT COVERED.

## CUSTOMER SERVICE

- Telephone service is available 24 hours a day, 7 days a week. No claim forms are used. When service is required, call APHW at 1.800.648.5006 or visit [aphw.com](http://aphw.com) to start a claim. After receiving a claim number, You may call the licensed contractor of Your choice.

After Your contractor has diagnosed the situation, You must call one of Our customer service representatives so they can speak to the contractor while they are at Your home to approve the repair and set up payment with the contractor. Please remember, there is no payment or reimbursement without prior approval. In case of furnace failure during periods of freezing temperatures, service will be initiated immediately and will be completed as soon as reasonably possible. If service cannot be initiated immediately due to conditions beyond the control of the Company and the homeowner must leave the home, upon prior authorization by the Company, the Company will pay up to \$75 per night for no more than a three-night hotel stay.

- A Deductible is required for each APHW-covered repair. If repairs are made to parts of additional systems, a separate Deductible will apply to each system repaired.
- It is the discretion of the Company to determine whether a covered system or component is to be replaced or repaired. Replacement is based on like kind or better efficiency. For air conditioning or heating equipment, like kind includes equal or a better energy efficiency rating. For air conditioning equipment, this is the SEER rating. When replacement systems of exact dimensions are not available, the Contract benefits apply to installation of like kind equipment, but not for the cost of carpentry or construction to necessitate the different dimensions. The Company is not responsible for upgrades or matching colors or brands and is not limited to brand names. Determination of the operating condition as of the Agreement effective date and the nature of any failure will be made by Us based upon the professional opinion of Our claim staff reflecting, but not limited to, Your licensed contractor's diagnosis.
- Under this Contract, You choose Your own licensed contractor. You must call APHW first. APHW requires that the contractor diagnose Your problem, and then contact APHW for approval of the proposed work. APHW can recommend a licensed contractor for You if You do not have a licensed contractor in Your area, or if You would rather have APHW recommend the licensed contractor. The contractor must be licensed and bonded where the law requires.
- If no covered defects are discovered or repaired during a service call, You are responsible for the entire cost of the service call.
- No additional Deductible will be required where service work fails within 30 days after the service call, except where otherwise noted.

## LIMITATIONS OF COVERAGE

- Seller. The maximum aggregate liability of the service to the Seller, regardless of the number of claims for repairs or replacement, **for the life of the listing is \$1,000**. Payment by APHW for any claim for repair or replacement for Seller does not affect the amount of coverage for the Buyer.
  - Seller Preferred Upgrade (must be chosen at time of listing): Includes heating systems (including heat pumps or steam or hot water heating systems). Hot water heat system boiler must have auto boiler feed; steam heat must have low water cut-off valve. Geothermal and/or water source heat pump components and parts located within the foundation of the home or attached garage which cool and/or heat the home. Central air conditioning, refrigerator, built-in dishwasher, free-standing range, built-in oven, cooktop, built-in microwave, garbage disposal. The Company covers multiple systems for heating and air conditioning (hot water, steam and geothermal systems are not covered for multiple systems). EXCEPT: Not Covered: Outside or underground piping and components for geothermal and/or water source heat pumps, well pump and well pump components for geothermal and/or water source heat pumps.
  - Seller's ListSecure® Program: As part of this APHW Home Warranty Contract, if Seller(s) contracted for coverage when listing the home through a registered APHW broker, and it is fully funded, and not cancelled, after closing, Seller(s) may be eligible to participate in APHW's ListSecure® Program (the "Program"). The Program will be funded by APHW with credits from each fully paid, non-cancelled Home Warranty. Reimbursements shall not exceed funding credits except at APHW's sole discretion. The Program provides a **maximum reimbursement of \$1,000** for post-sale attorney fees incurred by Seller(s) defending a lawsuit by Buyer arising directly out of the transaction for which this Home Warranty was purchased. The Program does not cover settlement payments,

or attorney fees for alternative dispute resolution required by the buy/sell agreement or a local, regional or state Board of REALTORS® or equivalent, which process(es) are a condition precedent to Program eligibility. To be eligible, Seller must also provide APHW a copy of the lawsuit for which reimbursement may be later sought within 21 days of being served with the lawsuit. Eligible Sellers can request reimbursement from the Program for up to 2 years after the date of closing. The Program is not an assignable benefit of the Seller, and is terminable at will by any successor in interest to APHW.

- B. The **maximum aggregate liability** of the Warranty is **\$25,000**.
- C. Commercial-like or ultra-premium appliances or combination appliances: **\$1,000 maximum** (e.g. Viking, Wolf, Dacor, and all commercial-like or ultra-premium appliances).
- D. Buyer (Seller where applicable). The maximum aggregate liability for repairs or replacement, regardless of the number of claims for repairs or replacement, or the number of systems/units:
1. Heating systems are **\$2,250** (See Item D3 for systems that heat and cool) (**\$1,500** for steam or hot water heating systems): Hot water heat system boiler must have auto boiler feed; steam heat must have low water cut-off valve. **\$1,500** for geothermal and/or water source heat pump components and parts located within the foundation of the home or attached garage which cool and/or heat the home. The Company covers multiple systems for heating and air conditioning (hot water, steam and geothermal systems are not covered for multiple systems). EXCEPT: Not Covered: Outside or underground piping and components for geothermal and/or water source heat pumps, well pump and well pump components for geothermal and/or water source heat pumps.
  2. The air conditioning system is **\$2,250**.
  3. Systems that heat and cool (unless otherwise specified) is **\$2,250**. This includes, but is not limited to: Gas pack and heat pump systems.
  4. Roof leak repair is **\$550; roof vent not covered**.
  5. Concealed plumbing or enclosed wiring (drains, vent piping, leaks and breaks in plumbing or wiring), duct work, **\$500**. This limit includes access, diagnosis, repair or replacement and restoring or resurfacing to a rough finish.
  6. Pool/spa (must be built-in) heater and filtration system is limited to **\$600**. Premium/salt water pool/spa upgrade is **\$1,200**.
  7. Washer and dryer, water well pump (must be primary source of water), and septic is **\$400** (water well and septic coverage begin 30 days after closing).
  8. Water softener is **\$600**.
  9. Humidifier is **\$500**.
  10. The special electrical package is limited to **\$1,000** per Contract. (See "Limitations of Coverage", D19, Special Electrical Package).
  11. Primary Sump Pump is **\$500**. Auxiliary pump(s) not covered.
  12. Water heater is **\$500** (chemical, mineral deposits, and sediments are covered with Buyer Preferred Upgrade only).
  13. Refrigerator is **\$1,000**.
  14. Exterior Water and Sewage Line is **\$1,000**.
  15. Additional Refrigerators is **\$1,000**.
  16. Termite Control is **\$500**.
  17. Sprinkler Systems is **\$250**.
  18. Gas Fireplace is **\$400**.
  19. Buyer Preferred Upgrades: Central heat adds: Registers, grills and heat lamps. Central air adds: Refrigerant recovery, reclaim and disposal, registers and grills. Cost for crane to install roof-mounted covered replacement air conditioner unit **\$200 maximum**. 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 fans. Appliances/Refrigerators adds: Refrigerator control board, refrigerator refrigerant recovery, ice maker and ice/beverage dispenser and their respective equipment; 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 cover up to **\$250 aggregate** to correct the code violation(s). APHW will not simply pay to remove the violation. 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; if it is not selected for each unit, any shared systems and/or appliances will not be covered.

## LIMITS OF LIABILITY

1. The Company will not reimburse You for services performed without Company authorization. Should You need service, You must call APHW at 1.800.648.5006 or visit [aphw.com](http://aphw.com) to start a claim. You should have a claim number from APHW before calling a contractor, and You must call APHW at 1.800.648.5006 before any work is completed. No claims will be honored after the coverage period.
2. The Company will not pay for any additional costs or related expenses which may be required to complete repairs, nor will the Company upgrade equipment or improve due to lack of capacity, previous improper installation, previous repair of or design of appliances, systems and components; or problems occurring because of modifications or alterations to appliances, systems or components, or failure to meet building or zoning code requirements or violations, city, county, state, federal, or any utility regulations or upgrades required by law.
3. Items in common areas or facilities of mobile home parks, condominiums and townhomes are not covered.
4. Company is not responsible for repairs or replacements required as a result of: Missing parts, fire, war, flood, smoke, water damage, lightning, freeze-up, earthquake, theft, storms, accidents, nuclear explosions, reaction, radiation or radioactive contamination, insurrection, extreme or unusual climate conditions, rust-out, corrosion, riots, vandalism, code violations, improper installation, acts of God, pest damage or misuse, structural changes, water failure and/or electrical surges, soil movement or mud, or failure to clean or maintain as instructed by the equipment manufacturer. Nor is the Company responsible for repairs of any cosmetic defects or cost of cleaning of equipment or parts.
5. Company is not liable for consequential or secondary damage from any covered item for property damage or personal injury, nor for service relating to any toxic materials or asbestos.
6. Company has the sole responsibility in determining whether to repair or replace.
7. Company's liability is limited to systems failure due to normal wear and tear. Approval amounts for systems beyond manufacturer's/industry standard life expectancy are at the sole discretion of the Company.
8. Company is not responsible for any computerized or electronic energy management, lighting, or appliance management systems.
9. Company is not responsible for failure to provide reasonable service due to conditions beyond its control; including, but not limited to: Delays in obtaining equipment, parts, or labor difficulties.
10. Items not covered for the home seller or for the first 30 days after the close of sale for the home buyer are: Any improper operation or malfunction due to rust for any system or component, appliance or pools/spas, and collapsed duct work.
11. Company is not responsible for additional charges to install or remove non-related equipment or systems in order to make a covered repair.
12. Vacant or unoccupied homes are covered during the listing period as long as they are maintained and not abandoned.
13. This Contract is non-cancellable, except for non-payment of Contract Fees, Deductibles and/or service call fees, fraud or misrepresentation of facts, material to claims and the issuance of this Contract.
14. Company will not be obligated to service any system or appliance classified by manufacturer as commercial, leased equipment, stolen, vandalized, not properly maintained or connected, misused, neglected, consequential damages, abnormal use or damages due to inadequate capacity as determined/diagnosed by a licensed service contractor in the specific field and/or Company.
15. The type of service, repair or replacement and/or second opinion, will be at the Company's sole discretion. APHW is not responsible for any costs due to repair, replacement, installation and labor of any covered system or part while under existing manufacturer's warranty or third party service plan/agreement. Any inspections, reports, findings and/or disclosures will be made available to APHW upon request.
16. Anyone doing work on covered items is in no way a representative or agent of Company.
17. Coverage will not be provided if APHW is not notified when a problem is discovered and in all events prior to the expiration of this Contract. All repairs under this Contract must be completed within 30 days of the date Company is first notified or the claim will be permanently closed unless, for good cause shown by the homeowner, Company agrees in writing to permit consideration of the claim at a later time.

## GENERAL

1. Any dispute arising under this Agreement shall be submitted for binding arbitration under the auspices of the American Arbitration Association's local office. Each party shall pay for its own representative and shall bear arbitration cost equally. The Arbitrator's Award shall be final and binding and may be enforced by any Court and law.
2. Coverage for Lease Purchase Agreement is available for the Lessee only. This coverage begins upon payment of the Contract Fee and the acceptance of the Agreement by the Company.
3. This Agreement may be renewed at the option of the Company and where permitted by State Law. Prior to renewal, the Company will notify the homeowner of the proposed renewal terms and costs.
4. The Company reserves the right to seek a second opinion for any service call.
5. The Company reserves the right to purchase back the warranty program if the party is not satisfied with the Home Warranty Plan. APHW will return the pro-rated purchase price of this Agreement, less any fees and/or costs incurred for repairs, to the party that purchased this Agreement.
6. This Agreement may be terminated by either party upon written notice to the other for any of the following reasons:
  - a. Misrepresentation concerning any covered item or any other fact related to the Agreement;
  - b. Non-payment of initial or service fees;
  - c. If the listing Agreement for the covered property terminates or expires without sale of the property, or upon mutual agreement of the parties;
  - d. Abuse, threatening or harming, or endangering the safety and/or well-being of any APHW employee.
7. America's Preferred Home Warranty, Inc. is bonded.
8. The Buyers and/or Sellers, by signing this Contract, give authorization to APHW and its affiliates to contact You by phone, mail and/or electronically.
9. If the home is a foreclosure or a repossessed home, there is no coverage for the Seller. Coverage for the Buyer begins 30 days after closing, provided all proper paper work is signed and submitted to APHW.
10. This is not an insurance policy; Our obligations under this Agreement are backed by the Company's Full Faith and Credit.
11. If ownership of the covered premises changes during the Contract term, You must notify APHW at 1.800.648.5006, within 30 days of property transfer, for the Contract to be transferred to the new owner of the covered premises.

## MULTIPLE UNITS

1. If this contract is for a duplex, triplex, or fourplex dwelling, all units within such dwelling must be covered by an APHW warranty Agreement for coverage to apply to common systems and appliances (e.g. Triplex = 3 warranty Agreements).
2. If this Contract is for a unit within a multiple unit of 5 or more, then only items contained within the confines of each individual unit are covered. Common systems and appliances are excluded. Listing coverage is not available to seller.
3. Except as otherwise provided in this section, common systems and appliances are not covered.

## MANUFACTURED HOMES

1. Manufactured homes must have a permanent address.
2. Manufactured homes over 20 years old have a \$500 limit on heating. There is also a \$500 limit on air conditioning.
3. Manufactured homes during the moving of location from one to another will not be covered from the time of disconnect until 30 days after hook-up (by an approved contractor) to the second location. Notice must be given to the warranty Company of the moving and address change of the home.

## PRIVACY POLICY:

Please visit [APHW.COM](https://APHW.COM) to view our Privacy Policy.

## SPECIAL STATE REQUIREMENTS:

Regulation of Home Warranty Agreements may vary widely from state to state. Any provision within this Agreement which conflicts with the laws of the state where the covered home is located shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Agreement was purchased in one of the following states and supersede any other provision within Your Agreement terms and conditions to the contrary.

## ALABAMA RESIDENTS ONLY:

The venue for any dispute arising under this Agreement by Alabama Contract holders will be interpreted and enforced according to the laws of the State of Alabama.

### Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within forty-five (45) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement. If You cancel this Agreement, the administrative fee shall not exceed the lesser of 10% of the Contract Fee or twenty-five dollars (\$25.00). Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

If We cancel this Agreement, We must provide You with a written notice at least 5 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee, or a material misstatement by You relating to the covered property or its use. If We cancel this Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata Contract Fee of this Agreement.

### Transfer of Coverage/Agreement

If ownership of the covered premises changes during the Contract term, You must notify APHW at 1.800.648.5006, within 30 days of property transfer, for the Contract to be transferred to the new owner of the covered premises.

### Use of Non-Original Manufacturer Parts

*We will approve the use of non-original manufacturer parts in providing the services We are required to perform under this Agreement.*

## ARIZONA RESIDENTS ONLY:

### Cancellations and Refunds

If Your cancellation request is made more than thirty (30) days from the date of purchase, or if a claim has been paid within the first thirty (30) days, You will receive a pro-rata refund of the Contract Fee, less an administrative fee not to exceed 10% of the pro-rata refund. We may not cancel this Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. This Agreement will be interpreted and enforced according to the laws of the state of Arizona. In no event will claims be deducted from any refund.

## ARKANSAS RESIDENTS ONLY:

### Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Contract Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within forty-five (45) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement.

If We cancel this Agreement, We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee or a material misrepresentation or substantial breach of duties by You relating to the covered property or its use. If We cancel this Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata Contract Fee of this Agreement.

### Transfer of Coverage/Agreement

If ownership of the covered premises changes during the Contract term, You must notify APHW at 1.800.648.5006, within 30 days of property transfer for the Contract to be transferred to the new owner of the covered premises.

### Use of Non-Original Manufacturer Parts

We will approve the use of non-original manufacturer parts in providing the services We are required to perform under this Agreement.

### COLORADO RESIDENTS ONLY:

This Service Contract may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", articles 1 and 2 of title 6, C.R.S., and that a party to such a Contract may have the right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

### GEORGIA RESIDENTS ONLY:

This is not a contract of insurance.

This Agreement does not cover consequential damages that result from a covered Breakdown or normal wear and tear.

This Agreement only provides coverage for one-family or two-family residential building structures. This Agreement also does not provide coverage for condominium units if they are within a building structure that houses more than two families.

Our obligations under this Agreement are insured under a Surety Bond issued by Philadelphia Indemnity Insurance Company, 4050 Crums Mill Road, Suite 201 Harrisburg, PA 17112. You are entitled to make a direct claim against this Company if We fail to pay any claim or refund within 60 days after You have filed proof of loss with Us.

Arbitration results will be non-binding relative to Contracts issued to Georgia residents.

### Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement Fee, provided no claims have been paid. If Your cancellation request is made more than thirty (30) days from the date of purchase, or if a claim has been paid within the first thirty (30) days, You will receive a pro-rata refund, less 10% of the refund amount due. We may not cancel this Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel this Agreement, You will receive a 100% pro-rata refund. In no event will claims be deducted from any refund. This Agreement will be interpreted and enforced according to the laws of the state of Georgia.

### ILLINOIS RESIDENTS ONLY:

THIS IS NOT A CONTRACT FOR INSURANCE.

### IOWA RESIDENTS ONLY:

The issuer of this Contract is subject to regulation by the insurance division of the department of commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the insurance division.

### KENTUCKY RESIDENTS ONLY:

This is not an insurance policy; APHW is backed by its Full Faith and Credit. The holder of this Service Contract shall be entitled to make a direct claim against the insurer upon the failure of the maker to pay any claim within 60 days after the claim has been filed with Philadelphia Indemnity Insurance Company, 4050 Crums Mill Road, Suite 201, Harrisburg, PA 17112.

### MISSOURI RESIDENTS ONLY:

Obligations of the Provider under this Service Contract are backed only by the Full Faith and Credit of the Provider (issuer) and are not guaranteed under a reimbursement insurance policy.

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.

### Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

### Use of Non-Original Manufacturer Parts

We will approve the use of non-original manufacturer parts in providing the services We are required to perform under this Agreement.

### NEVADA RESIDENTS ONLY:

### Cancellations and Refunds

If You are not satisfied with the manner in which We are handling a claim on the Contract, You may contact the Commissioner by calling 888.872.3234. You may cancel this Agreement by returning the Service Contract to Us within 20 days of Your receipt of the Service Contract (the "free-look period") and You will receive a 100% refund of the full Agreement Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made after the free-look period, or if a claim has been paid during the free-look period, You will receive a pro-rata refund of the Contract Fee, less a \$25.00 cancellation fee. If You request cancellation of this Agreement within the free-look period and the refund is not paid or credited within 45 days after return of the Agreement to Us, a 10% penalty will be added to the refund for every 30 days the refund is not paid. This provision applies only to the original purchaser of the Agreement. Any such refund may be credited to an outstanding balance of Your account, and the excess, if any, returned to You. The cost of benefits paid or services provided during the current Contract year will be deducted from any refund issued pursuant to the holder's cancellation of this Contract. We may cancel this Agreement if the reason for cancellation is Nonpayment by You of the Contract Fee, or a material misstatement by You relating to the covered property or its use, an act or omission by You, or a violation by You of any condition of the Service Contract, which occurred after the effective date of the Service Contract and which substantially and materially increases the service required under the Service Contract, however, no such cancellation may become effective until at least 15 days after the notice of cancellation is mailed to You. You will receive a pro-rata refund of the Contract Fee.

**THERE IS A 30-DAY WAITING PERIOD FOR: WATER WELL, SEPTIC and THE BUYER OF A FORECLOSURE OR A REPOSSESSED HOME.** There is no coverage for the seller of a foreclosure or a repossessed home.

### NEW JERSEY RESIDENTS ONLY:

You may cancel this Agreement by informing APHW of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement fee, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if one or more claims has been paid, You will receive a pro-rata refund of the Agreement fee, minus the amounts paid by APHW on claims.

If You request cancellation of this Agreement within 30 days of the purchase date of the Agreement and the refund is not paid or credited within 45 days after cancellation of the Agreement to APHW, a 10% penalty will be added to the refund for every 30 days the refund is not paid.

If APHW cancels this Agreement, APHW must provide You with a written notice at least 5 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Agreement and/or material misrepresentation or substantial breach of duties by You relating to the covered property or its use. If APHW cancels, You will receive a pro-rata refund of the Agreement based upon the length of the Agreement and the time the Agreement has been in effect as of the date of cancellation.

APHW will approve the use of refurbished, reconditioned, non-original manufacturer parts in performing Our obligations under the Agreement.

Obligations of the Provider under this Service Contract are backed by the Full Faith and Credit of the Provider.

### NEW MEXICO RESIDENTS ONLY:

### Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Contract Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within sixty (60) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement.

If We cancel this Agreement, We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee or a material misrepresentation or substantial breach of duties by You relating to the covered property or its use.

#### **OHIO RESIDENTS ONLY:**

This Contract is non-cancellable by buyer or person entitled to benefits under this Contract.

#### **SOUTH CAROLINA RESIDENTS ONLY:**

This is not a contract of insurance.

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Contract Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within forty-five (45) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement.

If We cancel this Agreement, We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee or a material misrepresentation or substantial breach of duties by You relating to the covered property or its use. If We cancel this Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata Contract Fee of this Agreement.

If You have any questions regarding this Contract, or a complaint against the Provider, You may contact the South Carolina Department of Insurance, 1201 Main St. Ste. 1000, Columbia, SC 29201 or Post Office Box 100105, Columbia, SC 29202-3105, or 800.768.3467.

#### **Transfer of Coverage/Agreement**

If ownership of the covered premises changes during the Contract term, You must notify APHW at 1.800.648.5006, within 30 days of property transfer for the Contract to be transferred to the new owner of the covered premises.

#### **Use of Non-Original Manufacturer Parts**

We will approve the use of non-original manufacturer parts in providing the services We are required to perform under this Agreement.

#### **TEXAS RESIDENTS ONLY:**

Any place in the Contract where the term "deductible" appears, Texas Residents should read this as a "Plan Fee". The Plan Fee varies in amount, as shown on pages 2-4, depending on the Plan You selected when You purchased the Warranty, and is the amount You are responsible to pay per repair for covered Breakdowns.

NOTICE: YOU THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT.

FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

This Contract is issued by a Residential Service Company licensed by the Texas Real Estate Commission. Complaints about this Contract or Company may be directed to the Texas Real Estate Commission at P.O. Box 12188, Austin, TX 78711-2188, 512.936.3049. The purchase of a residential service contract, or home warranty contract, is optional, and similar coverage may be purchased from other residential service companies or insurance companies authorized to conduct business in Texas.

#### **UTAH RESIDENTS ONLY:**

This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association.

LISTSECURE® IS NOT AVAILABLE IN UTAH.

Page 9, GENERAL, Item 6 is deleted and replaced with; Grounds for cancellation include material misrepresentation, substantial change in risk, and substantial breaches of contractual duties. Notice of cancellation is effective no sooner than 30 days after the delivery or first-class mailing of a written notice to You. Cancellation for nonpayment is effective no sooner than 10 days after delivery or first-class mailing of the notice.

Items with pre-existing conditions are excluded from coverage; all items on which a claim may be made must be properly installed and fully operational on the effective date of this Service Contract.

#### **WASHINGTON RESIDENTS ONLY:**

This Contract is inapplicable to and does not provide services for items that are prohibited or excluded by Washington law.

#### **WISCONSIN RESIDENTS ONLY:**

##### **Cancellations and Refunds**

This Agreement may be cancelled by the Provider only for nonpayment of the Provider fee, material misrepresentation by the Contract holder to the Provider or administrator, or substantial breach of duties by the Service Contract holder relating to the covered product or its use. In the event of a total loss of property covered by this Agreement that is not covered by a replacement of the property pursuant to the terms of this Agreement, You are entitled to cancel this Agreement without a cancellation fee, less any claims paid.

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within forty-five (45) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement. If You cancel this Agreement, the administrative fee shall not exceed the lesser of 10% of the Contract Fee or twenty-five dollars (\$25.00). Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

If We cancel this Agreement, We must provide You with a written notice at least 5 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee, or a material misstatement by You relating to the covered property or its use. If We cancel this Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata Contract Fee of this Agreement.

**THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

#### **WYOMING RESIDENTS ONLY:**

Holding a Service Contract covering a home in Wyoming:

##### **Cancellations and Refunds**

The following terms, restrictions or conditions shall govern cancellation of this Service Contract prior to the termination or expiration date of the Service Contract by either the Provider or by the Service Contract holder. APHW shall mail a written notice to the Service Contract holder at the last known address of the Service Contract holder contained in the records of the provider at least ten (10) days prior to cancellation by the Provider. Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee, a material misrepresentation by the Service Contract holder to APHW or a substantial breach of duties by the Service Contract holder relating to the covered product or its use.

The original Service Contract holder may return the Service Contract within twenty (20) days of the date the Service Contract was mailed to the Service Contract holder or within ten (10) days of delivery if the Service Contract is delivered to the Service Contract holder at the time of sale or within a longer time period permitted under the Service Contract. Upon return of the Service Contract to APHW within the applicable time period, if no claim has been made under the Service Contract prior to its return to APHW, the Service Contract is void and APHW shall refund to the Service Contract holder, or credit the account of the Service Contract holder, with the full purchase price of the Service Contract. The right to void the Service Contract provided in this subsection is not transferable and shall apply only to the original Service Contract purchaser, and only if no claim has been made prior to its return to APHW. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to APHW.

The Contract holder may terminate the Contract for any reason.

##### **Arbitration**

The arbitration clause in the main body of this service contract does not apply. In the event of any disagreement, the parties may agree to arbitration in a separate written agreement.

# Real Estate Home Warranty Agreement Information

**Seller's coverage** for the listing period starts the date the application is received and accepted by APHW 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 two (2) years if the 2-year plan is chosen), provided payment has been received by APHW 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 pages 7-11 of this Contract.**

The charges shown 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 signature and/or payment, that he or she has read, understands and accepts this Real Estate Home Warranty Agreement, including all Service Agreement Terms & Conditions on pages 7-11 and that the obligation of APHW to perform hereunder is conditional upon the truth and accuracy of statements made in these declarations and upon full performance of this Agreement by the Seller. The seller further acknowledges that any known pre-existing defects have been declared and that all systems for which coverage is provided are fully functional and in good and satisfactory operating condition and will be in good operating condition on the transfer date of coverage to the Buyer and upon occupancy of the home and is obligated to pay the cost of this Home Warranty protection at closing. **Seller Preferred Upgrade fee is 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 system or appliance in the event of listing expiration or cancellation of coverage.**

Buyer acknowledges by signature and/or payment, that he or she has read, understands and accepts this Real Estate Home Warranty Agreement, including all Service Agreement Terms and Conditions on pages 7-11 and the obligation of this Agreement by the Seller and Buyer that all systems are in good and satisfactory operating condition on the transfer date of coverage to the Buyer and upon occupancy of the home.



# Start A Claim

## 24/7/365 Person-to-Person Claims Service



**We must receive your contractor's diagnosis of the item failure and provide you with telephone approval before having any work done. Reimbursement for services will not be made without prior approval.**

### 1. Start Your Claim

**First, make sure the item is covered by your plan.**

If the item is listed as covered, you may start your claim.

#### Online: [APHW.COM](https://www.aphw.com)

Click the **Start A Claim** button at the top of the page. Then follow the instructions to start your claim online and obtain a claim number.

#### Phone: [1.800.648.5006](tel:18006485006)

An APHW customer service representative will take your information, assign you a claim number, and review instructions to complete your claim.

### 2. Schedule

Once you receive a claim number, you may then call and schedule a local licensed contractor of your choice. Once your contractor arrives, they must first diagnose your problem.

**Important: Before the contractor does any work, have the contractor call APHW with the diagnosis.**

An APHW customer service representative will speak with you and your contractor to determine the approved dollar amount covered by your warranty. Your contractor may then make the necessary repairs.

### 3. Payment

Your APHW customer service representative will make sure that arrangements for payments are made. You will be required to pay the contractor a deductible for each trade call, or the actual cost; whichever is less.

An APHW customer service representative will follow up with you after the repairs are made to make sure you are completely satisfied with the work that was done.







# Summary for Enclosed Statements

Statement Period  
September 1-30, 2022

## Your Independent Investment Manager and/or Advisor

ARBOR POINT ADVISORS LLC  
 ATTN: BRADLEY J. SCHLANG  
 12325 PORT GRACE BLVD  
 LA VISTA NE 68128-8204  
 1 (216) 839-2610

This report is provided by Schwab. Except as noted in the terms and conditions, your Investment Manager and/or Advisor is independently owned and operated and not an affiliate with Schwab. For questions about this summary, or if there is a change in your financial situation, investment objectives or risk profile, please contact your Independent Investment Manager and/or Advisor.

### 3 Statements Enclosed

Name on Account Account # Account Type	Starting Value Ending Value	Deposited/ Withdrawn		Total Income		Unrealized Gain or (Loss)		Realized Gain or (Loss) x	
		Net Investments	Net Cash	Purchases Sales	Tax-Exempt	Cost Basis	Short Term Cost Basis	Long Term Cost Basis	
1 MICHAEL KUCERA Contributory IRA	19,525.28 17,817.35	0.00	0.00	(69.85)	0.00	3,216.44	0.00	0.00	-
2 MICHAEL KUCERA Schwab One Account	631,981.31	0.00	0.00	0.00	873.52	4,483.92	0.00	0.00	0.00
3 MICHAEL KUCERA Roth Contributory IRA	578,488.70 15,812.62	0.00	0.00	0.00	0.00	571,014.33	0.00	0.00	0.00
<b>Total</b>	<b>14,478.27</b> <b>\$667,319.21</b>	<b>0.00</b>	<b>\$0.00</b>	<b>0.00</b> <b>(\$69.85)</b>	<b>0.00</b> <b>\$1,018.32</b>	<b>15,466.55</b> <b>\$6,413.92</b>	<b>0.00</b>	<b>\$0.00</b>	<b>\$0.00</b> <b>\$0.00</b>
	<b>\$610,784.32</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$601,073.45</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

x Please note that above realized gain/loss totals may be incomplete or unavailable. Please contact Schwab to update or complete the gain/loss information.