

OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

DATE \_\_\_\_\_

1.) PURCHASER \_\_\_\_\_ hereby offer to buy

2.) PROPERTY located at \_\_\_\_\_

In the City/Township of \_\_\_\_\_, County of \_\_\_\_\_, Ohio.

Permanent Parcel Numbers \_\_\_\_\_

3.) PURCHASE PRICE PURCHASER agrees to pay SELLER the sum of: \$ \_\_\_\_\_

PAYABLE AS FOLLOWS:

A. Earnest money to be deposited in \_\_\_\_\_ Account \$ \_\_\_\_\_

- checkbox Cash checkbox Check
checkbox Submitted with offer checkbox Within 3-days from acceptance

B. Remainder of PURCHASER'S Down Payment to be deposited in escrow, upon demand \$ \_\_\_\_\_

C. Balance in the form of a checkbox Conventional checkbox Cash checkbox FHA Insured
checkbox VA Guaranteed Mortgage Loan checkbox Other \$ \_\_\_\_\_

D. checkbox Contingency Sale of Property Located at \_\_\_\_\_

The term PROPERTY includes the land, all appurtenant rights and easements, all buildings and fixtures in an "AS IS" CONDITION, and all of the following items, if now on the PROPERTY, all in their "AS IS" CONDITION: all electrical, heating, plumbing and bathroom fixtures; ceiling fans; central and through - wall air conditioning units; mailbox, all awnings; screens, storm sashes, curtain rods, drapery hardware, landscaping, TV aerial, radiator covers, built-in appliances; all existing wall to wall carpeting, garage door openers and controls, smoke, fire and carbon monoxide detectors; fireplace grates, screens, doors and gas logs; and such of the following as checked:

- checkbox Microwave, checkbox Kitchen Range and Oven, checkbox Refrigerator, checkbox Dishwasher, checkbox Clothes Washer, checkbox Clothes Dryer,
checkbox Window Air-Conditioning Units, checkbox Water Softener & Equipment, checkbox Satellite Dish (DO NOT CHECK IF EQUIPMENT IS LEASED)
checkbox All existing window treatments except \_\_\_\_\_

ADDITIONAL ITEMS TO BE INCLUDED: \_\_\_\_\_

EXCLUDED ITEMS: \_\_\_\_\_

PURCHASER TO ACCEPT ALL OIL AND GAS LEASES ON PROPERTY, IF APPLICABLE, UNLESS OTHERWISE AGREED.

SELLER DOES NOT WARRANT OR GUARANTEE, EXPRESSED OR IMPLIED, WORKING CONDITION OF INCLUDED ITEMS, PERSONAL OR REAL ESTATE.

PURCHASERS INITIALS \_\_\_\_\_ DATE \_\_\_\_\_ SELLERS INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

**4.) FINANCING** This transaction is conditioned upon PURCHASER obtaining a commitment for the first mortgage loan from a lending institution in the amount set forth in Paragraph 3, to cooperate fully with the lender's requests for information and to use good faith efforts to obtain the loan. If PURCHASER'S loan application is neither approved nor denied within \_\_\_\_\_ business days after the date of acceptance, then PURCHASER may either request a written extension or remove this financial contingency in writing. If PURCHASER'S loan application is denied, or if SELLER refuses an extension and PURCHASER does not remove this contingency, then this Agreement shall be null and void and both BUYER and SELLER agree to sign a mutual release and the earnest money will be returned to PURCHASER.

**5.) PRORATIONS** Tenant security deposits, if any, shall be credited to PURCHASER through Escrow. Rents, if any, taxes and assessments, and Homeowner's Association fees and assessments, if any, shall be prorated by the Escrow Agent as of the date of recording of the deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. If the tax duplicate shows that the valuation has been reduced by a Homestead Exemption, the Escrow Agent shall prorate taxes as if The Homestead Exemption has not been granted. If the property shall be deemed subject to any Current Agricultural Use Value (C.A.U.V.),  PURCHASER  SELLER - agrees to pay such recoupment  NOT APPLICABLE  CAUV to be continued by purchaser. The Escrow Agent shall withhold \$\_\_\_\_\_ from SELLER to secure payment of final water and sewer charges, if any, and the Escrow Agent is hereby instructed to either pay said charges or verify SELLERS payment of said charges and remit any balance to SELLER.

**6.) TITLE** SELLER shall furnish a General Warranty or Fiduciary Deed with release of dower, if any, conveying the property to PURCHASER or nominee free and clear of all liens and encumbrances whatsoever except (a) such encroachments and recorded restrictions, easements and conditions, including without limitation subsurface rights, which do not materially adversely affect the use or value of the property, including any oil and gas leases; (b) zoning ordinances, if any; and (c) taxes and assessments which are a lien on the property but are not currently due and payable. SELLER shall furnish to PURCHASER an Owner Policy of Title Insurance ("Title Policy") in the amount of the purchase price subject to the above exceptions and any acts of Grantee. The premium cost shall be shared equally between PURCHASER and SELLER.

**7.) SURVEY** If The County Engineer determines that a new legal description an/or land (stake) survey is required in order for the title and/or deed to transfer,  SELLER  BUYER shall pay the cost of obtaining said legal description and/or land(stake) survey which shall be performed by a licensed party.

**8.) CLOSING** Closing shall occur after satisfaction or waiver of all contingencies, not later than \_\_\_\_\_. The deed shall be recorded within a reasonable amount of time from deposit with the escrow agent unless a defect in title appears, then SELLER shall have thirty (30) days after notice to remove such defect and, if unable to do so, PURCHASER may either (1) accept title subject to such defect without any reduction in the purchase price or (2) terminate this Agreement, in which case neither PURCHASER or SELLER, shall have any further liability to each other, and both PURCHASER and SELLER agree to sign a mutual release and the earnest money will be returned to PURCHASER.

**9.) POSSESSION** PURCHASER shall take possession of the property:  Immediately on title transfer  \_\_\_\_\_ calendar days after the day of title transfer  other \_\_\_\_\_ PURCHASER agrees to transfer utilities commencing on the date of possession. Subject to PURCHASERS rights, if any, the premises may be occupied by the Seller free for \_\_\_\_\_ calendar days; additional \_\_\_\_\_ days at a rate of \$ \_\_\_\_\_ per day. Payment and collection of fees for use and occupancy after transfer of title are the sole responsibility of SELLER and PURCHASER. Seller agrees to maintain lawn and home in present condition until termination of occupancy, unless property is bank owned.

\_\_\_\_\_ Purchasers Initials \_\_\_\_\_ Sellers Initials

**10.) CHARGES** The parties involved hereby designate **Title Professionals Group** to perform the title search, the issuance of any title insurance policies, escrow agent, closing location and for any additional work traditionally associated with title to the subject property. **SELLER** shall pay at closing through escrow the following costs: (A) Title Search and one-half (1/2) the premium for the Title Policy; (B) the amount(s) due to discharge any lien encumbering the property and to record the cancellation thereof; (C) any governmental conveyance fee or transfer tax; (D) Deed preparation; (E) the pro rations due PURCHASER under this Agreement;(F) one-half (1/2) the escrow fee. **PURCHASER** shall pay the following costs through escrow: (A) Recording of the deed; (B) one-half (1/2) the escrow fee; (C) one-half (1/2) the premium for the Title Policy; (D) any cost incident to PURCHASER'S financing; and (E) location survey. If a defect is detected in any of the utility service main supply lines at the property at the time of transfer of utilities, and within 2 business days of transfer, SELLER shall pay all costs for the repair of same.

**11.) CASUALTY/LOSS** In the event the improvements are damaged in excess of ten percent (10%) of their replacement cost by fire or other hazards prior to the recording of the deed, PURCHASER shall have the option of accepting the insurance proceeds for said damage and completing this transaction, or of terminating it and receiving the return of all deposits made hereunder. Risk of loss shall be borne by SELLER until recording of the deed.

**PURCHASERS INITIALS** \_\_\_\_\_ **DATE** \_\_\_\_\_ **SELLERS INITIALS** \_\_\_\_\_ **DATE** \_\_\_\_\_

**12.) STATE OF OHIO RESIDENTIAL PROPERTY DISCLOSURE FORM**

(PURCHASER should INITIAL appropriate choice)

- \_\_\_\_\_ A. PURCHASER acknowledges receipt of a complete "Residential Property Disclosure" from SELLER.
- \_\_\_\_\_ B. PURCHASER has not received the "Residential Property Disclosure Form" SELLER agrees to deliver to PURCHASER a copy of a completed "Residential Property Disclosure Form" within four (4) days after acceptance.
- \_\_\_\_\_ C. PURCHASER shall not receive the "Residential Property Disclosure Form" as this sale is exempt from use of form.
- \_\_\_\_\_ D. PURCHASER has received and signed "HUD Lead Based Paint Disclosure Form" and Pamphlet, if applicable.
- \_\_\_\_\_ E. The property falls within the State of Ohio Coastal Management Zone and PURCHASER has been notified. PURCHASER shall determine exact locations by way of examination of zone maps located in county government offices, at PURCHASER'S sole cost and liability.

**13.) INSPECTIONS**

**PURCHASER RECOGNIZES PURCHASER'S OWN RESPONSIBILITY TO INSPECT AND MAKE DILIGENT INQUIRY CONCERNING THE PROPERTY IN ITS "AS IS" CONDITION AND RELEASES SELLER FROM ANY CLAIMS OR ORAL REPRESENTATIONS RESPECTING THE CONDITION OF THE PROPERTY. SELLER AGREES TO NOTIFY PURCHASER OF ANY ADDITIONAL DISCLOSURE ITEMS THAT ARISE BETWEEN THE DATE OF ACCEPTANCE AND THE DATE OF RECORDING THE DEED. PURCHASER CAN VOID CONTRACT IF ANY INSPECTION FINDINGS ARE UNSATISFACTORY TO PURCHASER.**

\_\_\_\_\_ **Purchasers Initials** \_\_\_\_\_ **Sellers Initials**

**A.) INSPECTION CONTINGENCIES:** PURCHASER shall have the business days indicated after acceptance to have professionals perform the inspections indicated below. PURCHASER shall notify SELLER in writing within three (3) calender days after inspection of any material conditions(s) unsatisfactory to PURCHASER. If SELLER agrees within \_\_\_\_\_ calender days after notification to correct said condition(s), then this Agreement shall remain in full force and effect. If SELLER does not so elect, then PURCHASER, at PURCHASER'S option, may either waive such condition(s) and accept the property in its "AS IS" CONDITION or terminate this agreement in accordance with (B) below. SELLER agrees to provide reasonable access to the property for PURCHASER to review any such conditions corrected by SELLER. Where required by ordinance, SELLER shall order a code inspection and deposit the results thereof in escrow. **PURCHASER has the option to void contract if ANY inspection findings are not satisfactory to the PURCHASER.**

**PURCHASER MUST INDICATE PROFESSIONAL INSPECTIONS DESIRED AND TIMEFRAME IN BUSINESS DAYS TO PERFORM. INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHA/VA DO NOT NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.**

INSPECTION TYPE					COST INCURRED BY:	
GENERAL HOME INSPECTION	<input type="checkbox"/> Yes - _____ Days	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> PURCHASER	<input type="checkbox"/> SELLER	
SEPTIC SYSTEM INSPECTION	<input type="checkbox"/> Yes - _____ Days	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> PURCHASER	<input type="checkbox"/> SELLER	
WELL WATER BACTERIA TEST	<input type="checkbox"/> Yes - _____ Days	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> PURCHASER	<input type="checkbox"/> SELLER	
WELL WATER FLOW RATE TEST	<input type="checkbox"/> Yes - _____ Days	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> PURCHASER	<input type="checkbox"/> SELLER	
WOOD DESTROYING INSECT INSP.	<input type="checkbox"/> Yes - _____ Days	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> PURCHASER	<input type="checkbox"/> SELLER	
OTHER _____	<input type="checkbox"/> Yes - _____ Days	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> PURCHASER	<input type="checkbox"/> SELLER	

**B.) TERMINATION AND RELEASE:** If SELLER does not elect to correct the unsatisfactory material condition(s) and PURCHASER does not elect to waive such condition(s), then this agreement shall be null and void, and neither PURCHASER or SELLER in this transaction shall have any further liability or obligation to each other, and Both PURCHASER and SELLER agree to sign a mutual release and return the earnest money to the PURCHASER.

**C.) WAIVER:** Any inspection waived by the PURCHASER or failed to be performed within the specified time period, shall be deemed absolute acceptance of the property by PURCHASER in its "AS IS" CONDITION.

\_\_\_\_\_ **Purchasers Initials** \_\_\_\_\_ **Sellers Initials**

**D.) NO ORAL REPRESENTATIONS:** PURCHASER acknowledges that the SELLER has made no representations, warranties or agreements, expressed or implied, including any Representation that: (a) the basement, crawl space, or slab area does not incur seepage, leakage, dampness, or standing water; (b) the heating, cooling, plumbing or electrical system or any built-in appliance is in good working condition or is completely functional; (c) the roof is weather tight and structurally sound; (d) the structure is free from insect infestation; (e) the water supply or septic system, if any, is not deficient in any respect; (f) radon gas, UREA formaldehyde foam or asbestos insulation, (g) mold or any other toxic substance is not present on the property; (h) the fireplace and/or chimney is in good working condition and functional.

\_\_\_\_\_ **Purchasers Initials** \_\_\_\_\_ **Sellers Initials**

**PURCHASERS INITIALS** \_\_\_\_\_ **DATE** \_\_\_\_\_ **SELLERS INITIALS** \_\_\_\_\_ **DATE** \_\_\_\_\_

**14.) ADDENDA** The following Addenda are attached hereto and made a part hereof:  Residential Property Disclosure,  HUD Lead Based Paint Disclosure,  Home Sale Contingency Addendum,  FHA/VA Addendum,  Closing Cost Addendum,  Chattel Addendum,  Gift Letter,  Acknowledgment of Prior Offer Addendum,  Purchase Money Mortgage Addendum,  New Construction Addendum,  Condominium Addendum,  Bank Addendums  Other Addendum \_\_\_\_\_

**15.) RECEIPT OF EARNEST MONEY** \$ \_\_\_\_\_ **Earnest Money Acknowledgement:** If this transaction is not completed in accordance with Paragraph 8, or any written extensions thereof, then the earnest money will be returned to PURCHASER unless SELLER makes written demand upon the depository within twenty (20) days after the last agreed date for recording of the deed. If SELLER does so demand, the earnest money shall be retained until (a) PURCHASER and SELLER agree in writing as to the disposition; (b) a court of law issues a final order of disposition; or (c) the depository delivers the earnest money to a court of law for disposition.

**16.) MEGAN'S LAW** 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.

**17.) BINDING AGREEMENT** Upon written acceptance, this offer and any addendums listed above shall become a LEGALLY BINDING AGREEMENT BETWEEN PURCHASER AND SELLER and their heirs, Executors, administrators and assigns, expressed or implied, and shall represent the entire understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be in writing and shall be signed by both PURCHASER AND SELLER. This agreement shall be used as escrow instructions subject to the Escrow Agent's usual condition of acceptance. Facsimile (FAX) signatures shall be deemed valid and binding. Consult an independent professional if legal or tax advice is needed. This Agreement with Escrow Instructions shall be governed by the laws of the State of Ohio. No change, alterations, modifications or assignments, may be made to this Agreement unless made in writing and signed by all the parties hereto.

**THIS OFFER IS NULL AND VOID IF NOT ACCEPTED ON OR BEFORE** \_\_\_\_\_

**18.) OFFER** This offer is a  Primary Offer  Backup Offer

\_\_\_\_\_  
PURCHASER – SIGNATURE DATE

\_\_\_\_\_  
PURCHASER – PRINTED NAME

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY STATE ZIP CODE

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
PURCHASER – SIGNATURE DATE

\_\_\_\_\_  
PURCHASER – PRINTED NAME

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY STATE ZIP CODE

\_\_\_\_\_  
PHONE

**19.) ACCEPTANCE** The undersigned SELLER does hereby accept the above offer.

\_\_\_\_\_  
SELLER – SIGNATURE DATE

\_\_\_\_\_  
SELLER – PRINTED NAME

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY STATE ZIP CODE

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
SELLER – SIGNATURE DATE

\_\_\_\_\_  
SELLER – PRINTED NAME

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY STATE ZIP CODE

\_\_\_\_\_  
PHONE

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

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

**Lead Warning Statement**

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

**Seller's Disclosure**

(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 (initial)**

(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 (initial)**

(f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d 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.

_____	_____	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date



Eff. 6/2022

STATE OF OHIO  
DEPARTMENT OF COMMERCE

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**RESIDENTIAL PROPERTY DISCLOSURE FORM**

**Purpose of Disclosure Form:** This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. **POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).**

**Owner's Statement:** The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

**OWNER INSTRUCTIONS**

**Instructions to Owner:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

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

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



Eff. 06/2022

STATE OF OHIO
DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address:

Owners Name(s):

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

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

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- [ ] Public Water Service [ ] 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):

- [ ] 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 \_\_\_\_\_ Date \_\_\_\_\_
Owner's Initials \_\_\_\_\_ Date \_\_\_\_\_

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

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).

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

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?

- 1) Lead-Based Paint  Yes  No  Unknown
- 2) Asbestos  Yes  No  Unknown
- 3) Urea-Formaldehyde Foam Insulation  Yes  No  Unknown
- 4) Radon Gas  Yes  No  Unknown  
a. If "Yes", indicate level of gas if known \_\_\_\_\_
- 5) Other toxic or hazardous substances  Yes  No  Unknown

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: \_\_\_\_\_

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

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

Property Address \_\_\_\_\_

**I) UNDERGROUND STORAGE TANKS/WELLS:** Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property?  Yes  No

If "Yes", please describe: \_\_\_\_\_

Do you know of any oil, gas, or other mineral right leases on the property?  Yes  No

**Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.**

**J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:**

Is the property located in a designated flood plain?  Yes  No  Unknown

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?  Yes  No  Unknown

**K) DRAINAGE/EROSION:** Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property?  Yes  No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): \_\_\_\_\_

**L) ZONING/CODE VIOLATIONS/ASSESSMENTS/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?

1) Boundary Agreement  Yes  No 4) Shared Driveway  Yes  No

2) Boundary Dispute  Yes  No 5) Party Walls  Yes  No

3) Recent Boundary Change  Yes  No 6) Encroachments From or on Adjacent Property  Yes  No

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 \_\_\_\_\_

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

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

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

Property Address \_\_\_\_\_

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

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

**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).

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to the potential presence of hazardous materials (Radon Gas, lead pipes, toxic mold, etc.) that may affect the purchaser’s decision to purchase the property. See Appendix A for a list of resources.

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

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



## STATE OF OHIO RESIDENTIAL PROPERTY DISCLOSURE FORM

### Appendix A – Links to Additional Information & Resources

This list is not exhaustive. If the purchaser is concerned about the presence of any potential hazardous material in this property, purchaser assumes responsibility to obtain information from the listed resources and/or in consultation with a person licensed/certified in the area of concern.

#### RADON GAS

- <https://www.epa.gov/radon>
- <https://www.epa.gov/sites/production/files/2015-05/documents/hmbuygud.pdf>
- <https://odh.ohio.gov/wps/portal/gov/odh/know-our-programs/radon-education-and-licensing-program/welcome/>

#### LEAD

- <https://www.cdc.gov/nceh/lead/prevention/sources.htm>
- <https://www.epa.gov/lead/learn-about-lead>
- <https://www.epa.gov/ground-water-and-drinking-water/lead-service-line-replacement>
- <https://odh.ohio.gov/wps/portal/gov/odh/know-our-programs/healthy-homes/welcome>

If you are on a municipal water service, check with that provider, they may have a lead pipe mapping program that you can access.

#### TOXIC MOLD

- <https://www.epa.gov/mold/mold-and-your-home>
- <https://www.cdc.gov/mold/default.htm>

#### ASBESTOS

- <https://www.cpsc.gov/safety-education/safety-guides/home/asbestos-home/>
- <https://www.epa.gov/asbestos/protect-your-family-exposures-asbestos#whattodo>

#### UREA FORMALDEHYDE

- [https://www.cpsc.gov/s3fs-public/An-Update-On-Formaldehyde-725\\_1.pdf?O3CFjmPrIFt\\_ogVb7OhX4ZDPu7fYky8Q](https://www.cpsc.gov/s3fs-public/An-Update-On-Formaldehyde-725_1.pdf?O3CFjmPrIFt_ogVb7OhX4ZDPu7fYky8Q)

# WHAT TO EXPECT WHILE YOU'RE WAITING TO CLOSE

1. The **Order Confirmation Email** you will receive a confirmation once we receive and set up your order. This will include your dedicated Escrow Team's contact information and an invitation to log on to our secure portal called Connect, by Qualia. Please check your junk mail at this time, as sometimes these invitations end up there.
2. A few **Information Requests** via Connect the next day, in which we ask you to supply us some very important information that will enable us to get moving on your closing.
3. An **Introductory Phone Call** from your Escrow Assistant outlining the closing process and requesting any information we still need.
4. A **Silent Interlude**. As we work behind the scenes, you may not hear much from your escrow team, but rest assured we are working on all the many small details that need to come together to get your transaction closed. You can always check the file status via the Connect portal, as well as message us there or call us anytime.
5. A **Flurry of Activity!** Right before signing/closing is when things move very quickly. Don't let the last-minute details or requests frustrate you; there are many pieces and parts that can only happen just before closing. We are working in conjunction with many different entities (lender, surveyor, municipality, county, state, etc.) to get things finished up and this is a normal part of the process.
6. **Document Signings** for each party, whether at our office or a place of your choosing. At this time, we submit documents for transfer and recording, as well as receive and disburse the purchase funds.
7. A **Confirmation of Closing** from us informing everyone that the transaction is closed. Congratulations!