

## Purchase Agreement Checklist

When filling out your Purchase Agreement, please make sure that all areas/lines marked with a “\*\*\*\*” are filled out. Please refer to the notes below and check off each item  to help you make sure everything is completed and we have all of the information.

Please note that NorthStar Title will need to review and approve any trust or Power of Attorney that will be a part of your transaction.

### Section A

The following information must be filled in:

- The Purchaser’s name or names
- The Property Address
- The Permanent Parcel Number (if you are unsure of the Parcel Number, refer to the county website where the property is located)

### Section B

The following information must be filled in:

- Fill in all that is included with the sale of the home and also what is not included. Please write N/A if this section does not apply.

### Section C

The following information must be filled in:

- The Purchase Price
- The Earnest Money Amount
- The amount of the Mortgage Loan
- Please check off the type of loan the Purchaser will be obtaining.

### Section D

The following information must be filled in:

- The amount of days the Loan needs to be applied for by
- The date the Loan commitment needs to be completed by

### Section E

The following information must be filled in:

- The date that all funds and documents must be placed in escrow by
- The date that the title on the property will transfer
- The date that the seller will deliver possession to the Purchaser

### Section F

The following information must be filled in:

- The Purchaser(s) and Seller(s) must initial and date in the space provided

### **Section G**

The following information must be filled in:

- The seller must write down any proposed taxes or assessments. Please write N/A if this section does not apply.
- In the next section immediately below, either the Seller or the Purchaser must check off who agrees to pay the agricultural tax recoupment if the property is deemed as such.

### **Section H**

- The Purchaser(s) and seller(s) must initial and date in the space provided

### **Section I**

The following information must be filled in:

- Under “**Choice**”, either a yes or no must be checked off.
- Under “**Inspection**”, the number of days in which an inspection is to be completed by must be written in
- Under “**Expense**” either Purchaser or Seller must be checked off
- Immediately below, the Purchaser must initial on the line

### **Section J**

The following information must be filled in:

- The Purchaser(s) and Seller(s) must initial and date in the space provided

### **Section K**

The following information must be filled in:

- A Yes or No must be checked if a pest inspection is going to be performed
- In the line immediately below, a box must be checked showing who has the choice of which inspection company will be used and also who will be paying for the inspection
- A box must also be checked showing who is responsible for paying for any repairs and treatment

### **Section L**

The following information must be filled in:

- A Yes or No must be checked if the Purchaser is planning on having a Lead Based Inspection performed.

### **Section M**

The following information must be filled in:

- The Purchaser(s) and Seller(s) must initial and date in the space provided

### **Section N**

The following information must be filled in:

- The Purchaser must choose “has” or “has not” and initial showing that they have or have not received a copy of the Residential Property Disclosure from the seller. The date that the seller filled in the Property Disclosure must be filled in. The date that the Residential Property Disclosure needs to be completed and approved by must be filled.

### **Section O**

The following information must be filled in:

- The amount of days that the seller has to correct any building code or health code violation must be filled in.

### **Section P**

The following information must be filled in:

- Any additional forms that are a part of the contract need to be checked off here.

### **Section Q**

The following information must be filled in:

- The Purchaser(s) and Seller(s) must initial and date in the space provided

### **Section R**

The following information must be filled in:

- The Purchaser must fill in this entire section with complete contact information and write the date

### **Section S**

The following information must be filled in:

- The amount of the earnest money must be filled in and a box must be checked showing that a check or a note was received.

### **Section T**

The following information must be filled in:

- The Seller must fill in this entire section with complete contact information and write the date

### **Section U**

The following information must be filled in:

- The Purchaser(s) and Seller(s) must initial and date in the space provided

# Purchase Agreement

**A** The undersigned \*\*\*\*\* (hereinafter referred to as the “**Purchaser**”) offers to buy the property located at (Property Address): \*\*\*\*\*

that may further be described as Permanent Parcel Number: \*\*\*\*\*.

**B** The Purchaser accepts said property in its “as is” present physical condition, and it shall include the land, all appurtenant rights, privileges and easements, and all buildings and fixtures, including but not limited to: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, smoke detectors, garage opener and specifically the following items shall remain: \*\*\*\*\*

The following are specifically not included: \*\*\*\*\*

**C** The Purchase Price is : \$ \*\*\*\*\*

Payable as follows:

Earnest money paid to Seller will be deposited in a non-interest bearing account and credited against the purchase price.

(If a note is used it shall be redeemed within 4 days of the executed agreement)

\$ \*\*\*\*\*

Mortgage loan to be obtained by Purchaser: \$ \*\*\*\*\*

\*\*\*\*\*  Conventional,  FHA,  VA,  Other \*\*\*\*\*

**D** Purchaser shall make a written application for the above mortgage loan within \*\*\*\*\* days after acceptance and shall obtain a commitment for that loan on or about \*\*\*\*\*, \*\*\*\*\*. If, despite Purchaser’s good faith efforts, that commitment has not been obtained, then this agreement shall be null and void, the earnest money deposit shall be returned to the Purchaser without any further liability of either party.

**E** All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending institution or escrow company on or before \*\*\*\*\* (date) and title shall be transferred on or about \*\*\*\*\* (date). Seller shall deliver possession to Purchaser on \*\*\*\*\* (date) at \*\*\*\*\*  am  pm provided title has transferred

**F** \*\*\*\*\*  
Seller(s) initials and date

\*\*\*\*\*  
Purchaser(s) initials and date

Seller shall convey a marketable title to Purchaser by general warranty deed and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage assumed by Purchaser, b) such restrictions, conditions, easements, (however created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. Seller shall furnish an Owner's Fee Policy of Title Insurance from **NORTHSTAR - A Division of Stewart Title Company** in the amount of the purchase price with cost of the insuring premium split equally between Seller and Purchaser. If the property is torrenized, Seller shall furnish an Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. Seller shall have thirty (30) days after notice to remove title defects. If unable to do so, Purchaser may either a) accept Title subject to each defect without any reduction in the purchase price or b) 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, whereupon the earnest money shall be returned to the Purchaser.

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General taxes, annual maintenance fees, subdivision charges, special assessments, city and county charges and tenant's rents shall be prorated as of the date of title transfer. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price times the millage rate of the city that the property lies in. The escrow agent is instructed to contact the local government taxing authority, verify the correct tax value of the property as of the date of title transfer and pay the current taxes due to the date of the title transfer. If the property being transferred is new construction and recently completed or in the process of completion at the time the Agreement was signed by the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the improved property to the date of title transfer and credit the Purchaser from Seller's funds so that the Purchaser can pay those taxes when they become due and payable after title transfer. Purchaser and Seller acknowledge that the latest available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. Seller agrees to reimburse Purchaser directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified, taxes and assessments. Seller is not aware of any proposed taxes or assessments, public or private, except the following: \*\*\*\*\*

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\*\*\*\*\* In the event the property shall be deemed subject to an agricultural tax recoupment (C.A.U.V.)  Purchaser  Seller agrees to pay the amount of such recoupment.

Seller shall pay the following costs through escrow: a) real estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by Purchaser, c) one-half the cost of the insuring premium for Owner's Fee Policy of Title Insurance, d) prorations due Purchaser, e) one-half the escrow fee, (unless VA/FHA regulations prohibit payment of escrow fees by Purchaser in which case Seller shall pay the entire escrow fee) and f) customary seller title service fees.

Purchaser shall pay the following costs through escrow (unless prohibited by VA/FHA regulations): a) one-half the escrow fee, b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance, c) all costs

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\_\_\_\_\_  
Seller(s) initials and date

\*\*\*\*\*  
\_\_\_\_\_  
Purchaser(s) initials and date

relating to financing by the Purchaser including the recording of the mortgage d) recording fee for the deed and d) customary buyer title service fees. Purchaser shall secure new insurance on the property. Seller shall pay directly all utility charges to the date of title transfer or date of possession whichever is later. The escrow agent shall withhold \$200.00 from the proceeds due Seller for Seller's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the Purchaser.

This Agreement shall be subject to the following inspection(s) by a qualified inspector of Purchaser's choice with the specified number of days from formation of this binding Agreement. It is at Purchaser's option whether any inspection is done, and Purchaser assumes sole responsibility to select and retain a qualified inspector for each requested inspection. Purchaser understands that all real property and improvements may contain defects and conditions that are not readily apparent and which may affect a property's use and value. Purchaser acknowledges that it is Purchaser's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Purchaser inspectors regarding the condition and systems of the property.

**I Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the need for the inspections below:**

<u>Choice</u>		<u>Inspection</u>	<u>Expense</u>	
Yes	No.		Purchaser's	Seller's
***** _____	_____	General Home ***** _____ days from formation of Agreement *****	***** _____	***** _____
***** _____	_____	Septic System ***** _____ days from formation of Agreement *****	***** _____	***** _____
***** _____	_____	Well Flow Rate ***** _____ days from formation of Agreement *****	***** _____	***** _____
***** _____	_____	Radon ***** _____ days from formation of Agreement *****	***** _____	***** _____
***** _____	_____	Other ***** _____ days from formation of Agreement *****	***** _____	***** _____

\*\*\*\*\* \_\_\_\_\_ (initials) Purchaser elects to waive each professional inspection to which Purchaser has not indicated "yes". Any failure by Purchaser to perform any inspection indicated "yes" herein is a waiver of such inspection and shall be deemed absolute acceptance of the Property by Purchaser and its "as is" condition.

After each inspection requested is completed, Purchaser shall have three (3) days to elect one of the following: a) remove the inspection contingency and accept the property in its "as is" present physical condition, or b) accept the property subject to Seller agreeing to have specific items corrected, at the Seller's expense, c) terminate this agreement if the written inspection report(s) identify material latent defects NOT previously disclosed in writing by the Seller. If the property is accepted in its "as is" present physical condition, Purchaser agrees to sign an Amendment to Purchase Agreement removing the inspection contingency and this Agreement will proceed in full force and effect. If the property is accepted subject to the Seller repairing specific defects, Purchaser shall provide to Seller a copy of the inspection report(s) and sign an Amendment to Purchase Agreement removing the inspection contingency and identifying the defects which are to be repaired. Seller and Purchaser shall have three (3) days from Seller's receipt of the written list of defects and the inspection

**J** \*\*\*\*\*  
\_\_\_\_\_  
Seller(s) initials and date

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\_\_\_\_\_  
Purchaser(s) initials and date

report(s) to agree in writing which defects, if any, will be corrected at Seller 's expense. If a written Agreement is not signed by Seller and Purchaser within those three (3) days, this Agreement is null and void and Seller and Purchaser agree to sign a mutual release. If the Purchaser elects to terminate this Agreement based upon newly discovered material latent defects in the property, Purchaser shall provide a copy of the written inspection report to the Seller and both parties agree to promptly sign a mutual release. Upon signing of a mutual release by Seller and Purchaser, the earnest money deposit shall be returned to the Purchaser without any further liability of either party to the other.

The Purchaser and Seller can mutually agree in writing to extend the dates for inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide reasonable access to the property for Purchaser to review and approve any conditions corrected by Seller.

Yes No

\*\*\*\*\* \_\_\_\_\_ *Pest Inspection:* An inspection of all structures on said premises shall be made by a licensed inspection or exterminating agency of  Purchaser's or  Seller's choice at  Purchaser's or  Seller's expense and such agency's written report shall be made available to the Purchaser before closing. If such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at least one year in the case of termites and a certificate of guarantee for a period of at least 60 days in a case of wood destroying insects. All repairs and treatment costs shall be paid by the  Purchaser or  Seller (unless FHA/VA regulations prohibit payment of inspection by Purchaser, in which case seller shall pay the cost.) This Agreement may be voided by the party paying for the repair, if it exceeds \$500.00.

K

Yes No

\*\*\*\*\* \_\_\_\_\_ *Lead Based Paint Inspection:* Purchaser shall have the right to have a risk assessment or inspection of the property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at Purchaser's expense within ten (10) days after formation of a binding agreement. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.) In the event existing deficiencies or corrections are identified by the inspector in their written report, Purchaser shall have the right to terminate the agreement or request that the Seller repair the specific existing deficiencies noted on the written inspection report. In that event, Purchaser agrees to immediately provide the specific existing deficiencies noted on the written inspection report. Upon receipt of the inspection report and Purchaser's request of repairs, Seller will have the option to either agree to correct the deficiencies identified in the inspector's written report or decline to do any repairs. If Seller elects to correct the deficiencies, Seller agrees to provide to Purchaser prior to Title Transfer with a certificate from a qualified risk assessor or inspector demonstrating that the deficiencies have been remedied. If the Seller declines to correct the deficiencies, Purchaser may elect to terminate the Agreement or accept the property in its "as is" condition. Purchaser may remove this right of inspection at any time without Seller's consent.

L

Seller warrants that Seller has disclosed to Purchaser all notices received pursuant to Ohio's sex offender law (*Megan's Law*). The Purchaser acknowledges that the information disclosed may no longer be accurate and agrees to inquire with the local sheriff's office. Purchaser agrees to assume the responsibility to check with the local sheriff's office for additional information. Purchaser will rely on Purchaser's own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on Seller.

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\_\_\_\_\_  
Seller(s) initials and date

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\_\_\_\_\_  
Purchaser(s) initials and date

Purchaser has examined the property and agrees that the property is being purchased in its "as is" present physical condition, including any defects disclosed by the Seller on the State of Ohio Residential Property Disclosure Form or identified by any inspections requested by either party. Seller agrees to notify Purchaser in writing of any additional disclosure items that arise between the date of acceptance and the date of recording of the deed. Purchaser has not relied upon any representations, warranties or statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this Agreement or on the Residential Property Disclosure Form.

**N** Purchaser has/has not \*\*\*\*\* (Purchaser's initials) received a copy of the Residential Property Disclosure Form signed by Seller on \*\*\*\*\* (date) prior to writing this offer. This offer is subject to the Seller completing the Residential Property Disclosure Form and Purchaser's review and approval of the information contained on the disclosure form within \*\*\*\*\* days from receipt.

**O** Seller will provide Purchaser with copies of any notices received from governmental agencies to inspect or correct any current building code or health violations. If applicable, Purchaser and Seller shall have \*\*\*\*\* days after receipt by Purchaser of all notices to agree in writing which party will be responsible for the correction of any building code or health violation(s).

If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase price prior to Title Transfer, Purchaser may either accept the insurance proceeds for said damage and complete this transaction or may terminate this agreement and receive the return of all deposits made. If such damage is less than 10 percent of the purchase price, Seller shall restore the property to its prior condition.

Upon written acceptance and then either written or verbal notice of such acceptance to the last-offering party, this offer and any addendum listed below shall become a legally binding agreement upon Purchaser and Seller and their heirs, executors, administrators, and assigns 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 be signed by both Purchaser and Seller. Facsimile signatures shall be deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance. For purposes of this Agreement, "days" shall be defined as calendar days.

The additional terms and conditions in the attached addendums are made a part of this agreement:

- P** \*\*\*\*\*  
Residential Property Disclosure Form  
\_\_\_ VA  
\_\_\_ FHA  
\_\_\_ FHA Home Inspection Notice  
\_\_\_ Condo  
\_\_\_ House Sale Contingency Addendum  
\_\_\_ House Sale Concurrency Addendum  
\_\_\_ Lead Based Paint  
\_\_\_ Other \_\_\_\_\_

**Q** \*\*\*\*\*  
Seller(s) initials and date

\*\*\*\*\*  
Purchaser(s) initials and date





## Residential Property Disclosure Form Checklist

When filling out your Residential Property Disclosure Form, please make sure that all areas/lines marked with a “\*\*\*\*” are filled out. Please refer to the notes below and check off each item  to help you make sure everything is completed and we have all of the information.

### Page 1 - Bottom

The following information must be filled in:

- The Purchaser(s) and Seller(s) must initial and date in the space provided

### Page 2

The following information must be filled in:

- The Property Address, Owner(s) Name, and Date
- If the owner is occupying the property, check the box and provide the date that the owner has been occupying the property since. If the owner is not occupying the property, check the box and provide the date that the owner has not been occupying the property since.

### Section A – Water Supply

The following information must be filled in:

- Check off the box that describes your water supply.
- Check off the box immediately below and if the answer was “Yes” use the line provided for an explanation. (re: current leaks)
- Check off the next box. (re: water usage)

### Section B – Sewer System

The following information must be filled in:

- Check off the box that describes your sewer system and if applicable, provide the date of the last inspection and who it was inspected by.
- Check off the appropriate box immediately below and if the answer was “Yes” use the line provided for an explanation. (re: previous or current leaks)

### Section C - Roof

The following information must be filled in:

- Check off the appropriate box and if the answer was “Yes” use the line provided for an explanation.

### **Section D – Water Intrusion**

The following information must be filled in:

- Check off the appropriate box and if the answer was “Yes” use the line provided for an explanation.

### **Page 2 – Bottom**

The following information must be filled in:

- The Purchaser(s) and Seller(s) must initial and date in the space provided

### **Page 3 – Top**

The following information must be filled in:

- The Property Address must be filled in

### **Continuation of Section D (Immediately below the Property Address)**

The following information must be filled in:

- Check off the appropriate box and if the answer was “Yes” use the line provided for an explanation. (re: water/moisture damage)
- Check off the appropriate box immediately below and if the answer was “Yes” use the line provided for an explanation. (re: mold)

### **Section E – Structural Components**

The following information must be filled in:

- Check off the appropriate box and if the answer was “Yes” use the line provided for an explanation.
- Check off the appropriate box immediately below and if the answer was “Yes” use the line provided for an explanation. (re: fire or smoke damage)

### **Section F – Wood Destroying Insects/Termites**

The following information must be filled in:

- Check off the appropriate box and if the answer was “Yes” use the line provided for an explanation.

### **Section G – Mechanical Systems**

The following information must be filled in:

- Check off Yes, No, or N/A after each of the 12 items and if the answer was “Yes” use the line provided for an explanation.

**Section H – Hazardous Materials**

The following information must be filled in:

- Check off Yes, No, or Unknown after each of the 5 items and if the answer was “Yes” use the line provided for an explanation.

**Page 3 – Bottom**

The following information must be filled in:

- The Purchaser(s) and Seller(s) must initial and date in the space provided

**Page 4 – Top**

The following information must be filled in:

- The Property Address must be filled in

**Section I – Underground Storage Tanks/Wells**

The following information must be filled in:

- Check off the appropriate box and if the answer was “Yes” use the line provided for an explanation.
- Check off the appropriate box immediately below. (re: oil, gas, mineral right leases)

**Section J – Flood Plain/Lake Erie Coastal Erosion Area**

The following information must be filled in:

- Check off Yes, No, or Unknown after each of the 2 items.

**Section K – Drainage/Erosion**

The following information must be filled in:

- Check off the appropriate box and if the answer was “Yes” use the line provided for an explanation.

**Section L – Zoning/Code Violations/Assessments/Homeowners’ Association**

The following information must be filled in:

- Check off the appropriate box and if the answer was “Yes” use the line provided for an explanation.
- Check off the appropriate box immediately below and if the answer was “Yes” use the line provided for an explanation. (re: historic building/district)
- Check off the appropriate box immediately below and if the answer was “Yes” use the line provided for an explanation. (re: recent/proposed assessments)
- Immediately below provide any information regarding any assessments

- Check off the appropriate box immediately below and if the answer was “Yes” use the line provided for an explanation. (re: recent/proposed rules or regulations)

**Section M – Boundary Lines/Encroachments/Shared Driveway/Party Walls**

The following information must be filled in:

- Check off Yes or No after each of the 6 items and if the answer was “Yes” use the line provided for an explanation.

**Section N – Other Known Material Defects**

The following information must be filled in:

- If applicable, please use the line provided. If not applicable, please mark N/A

**Page 4 – Bottom**

The following information must be filled in:

- The Purchaser(s) and Seller(s) must initial and date in the space provided

**Page 5 – Top**

The following information must be filled in:

- The Property Address must be filled in

**Certification of Owner**

The following information must be filled in:

- The Owner(s) must sign and date

**Receipt and Acknowledgement of Potential Purchasers**

The following information must be filled in:

- The Purchaser(s) must sign and date



## 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 \*\*\*\*\*



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 servicing 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).

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

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): \*\*\*\*\*

\*\*\*\*\* **H) PRESENCE OF HAZARDOUS MATERIALS:** Do you know of the **previous or current** presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
***** 1) Lead-Based Paint	***** <input type="checkbox"/>	***** <input type="checkbox"/>	***** <input type="checkbox"/>
***** 2) Asbestos	***** <input type="checkbox"/>	***** <input type="checkbox"/>	***** <input type="checkbox"/>
***** 3) Urea-Formaldehyde Foam Insulation	***** <input type="checkbox"/>	***** <input type="checkbox"/>	***** <input type="checkbox"/>
***** 4) Radon Gas	***** <input type="checkbox"/>	***** <input type="checkbox"/>	***** <input type="checkbox"/>
***** a. If "Yes", indicate level of gas if known	_____		
***** 5) Other toxic or hazardous substances	***** <input type="checkbox"/>	***** <input type="checkbox"/>	***** <input type="checkbox"/>

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

Owner's Initials \*\*\*\*\* Date \*\*\*\*\*  
Owner's Initials \*\*\*\*\* Date \*\*\*\*\*

Purchaser's Initials \*\*\*\*\* Date \*\*\*\*\*  
Purchaser's Initials \*\*\*\*\* Date \*\*\*\*\*



Property Address \*\*\*\*\*

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

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

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

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA: Yes No Unknown

\*\*\*\*\* Is the property located in a designated flood plain?

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

\*\*\*\*\* K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property?  Yes  No  
If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): \*\*\*\*\*

\*\*\*\*\* L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property?  Yes  No  
If "Yes", please describe: \*\*\*\*\*

\*\*\*\*\* Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property).  Yes  No  
If "Yes", please describe: \*\*\*\*\*

\*\*\*\*\* Do you know of any recent or proposed assessments, fees or abatements, which could affect the property?  Yes  No  
If "Yes", please describe: \*\*\*\*\*

List any assessments paid in full (date/amount) \*\*\*\*\*

List any current assessments: \*\*\*\*\* monthly fee \*\*\*\*\* Length of payment (years \*\*\*\*\* months \*\*\*\*\*)

\*\*\*\*\* Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc.  Yes  No  
If "Yes", please describe (amount) \*\*\*\*\*

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property? Yes No Yes No

\*\*\*\*\* 1) Boundary Agreement   4) Shared Driveway   \*\*\*\*\*  
\*\*\*\*\* 2) Boundary Dispute   5) Party Walls   \*\*\*\*\*  
\*\*\*\*\* 3) Recent Boundary Change   6) Encroachments From or on Adjacent Property   \*\*\*\*\*

If the answer to any of the above questions is "Yes", please describe: \*\*\*\*\*

N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property: \*\*\*\*\*

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials \*\*\*\*\* 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).

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: \*\*\*\*\*

## Residential Property Disclosure Exemption Form Checklist

When filling out your Residential Property Disclosure Exemption Form, please make sure that all areas/lines marked with a “\*\*\*\*\*” are filled out. Please refer to the notes below and check off each item  to help you make sure everything is completed and we have all of the information.

The following information must be filled out:

- The Property Address
- Owner(s) Name
- The reason for the exemption
- The Purchaser(s) and the Owner(s) need to sign and put the date at the bottom of the page

Ohio Association of REALTORS®  
**Residential Property Disclosure Exemption Form**



**To Be Completed By Owner**

Property Address: \*\*\*\*\*

Owner's Name(s): \*\*\*\*\*

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

Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement.

\*\*\*\*\*

The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

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

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

**OWNER'S CERTIFICATION**

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

Owner: \*\*\*\*\* Date: \*\*\*\*\*

Owner: \*\*\*\*\* Date: \*\*\*\*\*

**BUYER'S ACKNOWLEDGEMENT**

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

Buyer: \*\*\*\*\* Date: \*\*\*\*\*

Buyer: \*\*\*\*\* Date: \*\*\*\*\*

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

## Lead-Based Paint Disclosure Checklist

When filling out your Lead-Based Paint Disclosure Form, please make sure that all areas/lines marked with a “\*\*\*\*” are filled out. Please refer to the notes below and check off each item  to help you make sure everything is completed and we have all of the information.

### Seller’s Disclosure Section

The following information must be filled out:

- Below Line ( a ), the Seller(s) must mark item ( i ) or item ( ii ) as it applies to them
- Below Line ( b ), the Seller(s) must mark item ( i ) or item ( ii ) as it applies to them

### Purchaser’s Acknowledgement Section

The following information must be filled out:

- On Line ( c ), the Purchaser(s) must initial and confirm receipt of information
- On Line ( d ), the Purchaser(s) must initial and confirm receipt of the pamphlet
- On Line ( e ), the Purchaser(s) must mark item ( i ) or item ( ii ) as it applies to them

### Agent’s Acknowledgement Section

The following information must be filled out:

- On Line ( f ), If a real estate agent represents the seller, the agent is to initial this line

### Certification of Accuracy

The following information must be filled out:

- The Seller(s) must sign and put the date
- The Purchaser(s) must sign and put the date
- If there is an agent involved, they need to sign and put the 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.

### 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. 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.

***** Seller *****	***** Date *****	***** Seller *****	***** Date *****
***** Purchaser *****	***** Date *****	***** Purchaser *****	***** Date *****
***** Agent	***** Date	***** Agent	***** Date