

Ohio real estate brokerages are required by Ohio law to provide you with certain information about how real estate agents work as described below. **THIS IS NOT A CONTRACT AND DOES NOT OBLIGATE YOU TO USE BERKSHIRE HATHAWAY HOMESERVICES LUCIEN REALTY.**

We are pleased you have selected Berkshire Hathaway HomeServices Lucien Realty (BHHS Lucien Realty) to help you with your real estate needs. Whether you are selling, buying or leasing real estate, BHHS Lucien Realty can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you. For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on its website [www.com.state.oh.us](http://www.com.state.oh.us).

**REPRESENTING SELLERS:** Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

**REPRESENTING BUYERS:** When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

**CONTEMPORANEOUS OFFERS:** Ohio law permits real estate agents and brokers to represent more than one buyer at a time and to show those buyers the same properties. In some instances more than one buyer represented by the same agent may want to make an offer to purchase the same property that will be considered by the seller at the same time. Under Ohio law, this is referred to as "contemporaneous offers". If this occurs, Ohio law requires that you be notified in writing of this fact by your agent. This written notice can be communicated via email. If written notification cannot be delivered to you in a timely manner, your agent can provide this notice to you verbally. If you are notified that a contemporaneous offer situation exists, you can request to be referred to another licensee. Your agent is not permitted to disclose the identity of the buyers or the terms of their offers to purchase. This information is considered confidential information under Ohio law and must be maintained by the agent/broker.

**AUDIO VIDEO DIGITAL AWARENESS:** Be aware that many individuals today utilize either voice or visual recording equipment, services or cameras for security or safety purposes in and about their home. If disclosure of such recording devices is provided to your agent, you shall be made aware of such recording devices. Should you request for the surveillance equipment to be turned off, and the seller declines, the decision whether or not to view the property will be yours. However, it is important to know that your words and actions while viewing property may be recorded without your or the agent's knowledge. Therefore: 1) Do not make or say any comments that you would want the Seller or their agent to hear, 2) DO NOT discuss any confidential information in the home such as; appearance/condition of property (personal or real), ability to buy, value or range of value you would pay, other terms or conditions of a potential offer, any other information you may deem confidential, 3) DO NOT make comments that may be viewed as negative to the property or seller which could be used against you should an offer be presented on your behalf, and 4) While viewing property, an agent of potential buyer or the buyer personally IS NOT permitted to record a video, skype in real time or photograph the interior of a home without the sellers or the listing agents expressed written approval.

**BUYERS need to be aware that sellers and seller's agents are not required to treat the existence, terms or amount of an offer to purchase as confidential.**

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

**IN-COMPANY SPLIT AGENCY (Representing Both the BUYER & SELLER):** On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

## WORKING WITH BERKSHIRE HATHAWAY HOMESERVICES LUCIEN REALTY

BHHS Lucien Realty does offer representation to both buyers and sellers. Therefore the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs each agent will represent their own client, but BHHS Lucien Realty and its managers will act as a dual agent. This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. BHHS Lucien Realty will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, that agent and BHHS Lucien Realty will act as dual agents but only if both parties agree. As dual agents they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party. If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties BHHS Lucien Realty has listed. In that instance BHHS Lucien Realty will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

**NOTICE:** BHHS Lucien Realty and its agents cannot and do not (a) review all public records relating to properties that are listed or sold by them; or (b) investigate property information contained in prior listings and/or sales files, either within the company or other brokerages. Buyers are advised to investigate the physical condition of the property and all public records to determine its condition and suitability before purchasing it.

**WORKING WITH OTHER BROKERAGES:** When BHHS Lucien Realty lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. BHHS Lucien Realty does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because BHHS Lucien Realty shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and BHHS Lucien Realty will be representing your interests. When acting as a buyer's agent, BHHS Lucien Realty also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

**COMPENSATION TO BROKER:** If you are a seller whose property is listed for sale through BHHS Lucien Realty, at closing you will be charged a Brokerage Commission that is described in your Exclusive Right to Sell Agreement. If you are a buyer and you purchase a home through BHHS Lucien Realty, you will be charged at closing a Brokerage Commission of \$170.00 as described in the Purchase Agreement and/or any Exclusive Buyer Agreement if BHHS Lucien Realty represents you as a buyer's agent or dual agent; (this is in addition to any offer of cooperating compensation from the listing broker as provide in the MLS).

**FAIR HOUSING STATEMENT:** It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, 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.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

**ACKNOWLEDGMENT:** Ohio law requires that we ask you to sign acknowledging receipt of this Consumer Guide. **YOUR SIGNATURE WILL NOT OBLIGATE YOU TO WORK WITH OUR COMPANY IF YOU DO NOT CHOOSE TO DO SO.**

_____ (SELLER)	_____ (Print SELLER'S Name)	_____ (Date)
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_____ (SELLER)	_____ (Print SELLER'S Name)	_____ (Date)
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_____ BERKSHIRE HATHAWAY HOMESERVICES LUCIEN REALTY	_____ (Date)
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**EXCLUSIVE RIGHT TO SELL AGREEMENT**



**SELLER:** In consideration of the services to be performed by Berkshire Hathaway HomeServices Lucien Realty (also referred to as Broker), I hereby grant to Berkshire Hathaway HomeServices Lucien Realty the exclusive right to sell my real property on the following terms and conditions:

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

City: \_\_\_\_\_, Ohio (Zip) \_\_\_\_\_

From: \_\_\_\_\_, 20\_\_\_\_ through midnight on: \_\_\_\_\_, 20\_\_\_\_

Permanent Parcel #(s) \_\_\_\_\_ Listing Price: \$ \_\_\_\_\_

If during the listing term (or any extension) Berkshire Hathaway HomeServices Lucien Realty obtains an offer to purchase the property at the listing price or if the property is sold or exchanged at any price and upon any terms to which I may consent, I agree to pay Berkshire Hathaway HomeServices Lucien Realty a commission calculated as follows: \_\_\_\_\_% of the total purchase price of the sale or exchange plus \$170.00 irrevocable at title transfer through escrow from the seller's proceeds of the sale or \$\_\_\_\_\_ plus \$170.00, whichever is greater.

I further agree that Berkshire Hathaway HomeServices Lucien Realty shall be paid the commission if the property is sold, conveyed or otherwise transferred by me within six (6) months after the expiration of the listing term (or any extension) to any person to whom Berkshire Hathaway HomeServices Lucien Realty or its cooperating broker(s) have submitted the property and of whom I have received notice. This Exclusive Right To Sell Agreement shall serve as escrow instructions, subject to the escrow agent's standard conditions of acceptance. I agree to pay the above commission by irrevocable assignment of escrow funds at the time of closing.

**ADDITIONAL TERMS:** The additional terms and conditions in the attached addenda, or terms written below, are made a part of this Agreement: **COVID-19 Showing Addendum to Exclusive Right to Sell Agreement**  
( ) other (describe) \_\_\_\_\_

**BUYERS' BROKERS:** Berkshire Hathaway HomeServices Lucien Realty shall also permit the property to be shown by buyers' brokers, and in its sole discretion, may pay a part of the above commission to such buyers' brokers. Buyers' broker shall receive one-half the percentage of commission, unless otherwise specified below:

**LIMITED HOME WARRANTY:** I acknowledge that limited home warranty policies are recommended, but do not eliminate the need for professional inspection(s) by the buyer(s). These home warranty policies have deductibles, do not cover pre-existing defects in the property, and have items excluded from coverage. Broker may receive a fee from the home warranty provider. I acknowledge receipt of the application for such home warranty program. **I elect to provide the buyer(s) with a home warranty at my expense:** ( ) YES ( ) NO

Cost \$ \_\_\_\_\_ Home Warranty Company \_\_\_\_\_

**MEGAN'S LAW:** I warrant that I have not received any notices pursuant to Ohio's sex offender law unless stated below. If I receive a notice pursuant to this law, I agree to disclose this fact to the buyer(s) in writing.

*Sellers Initials below:* \_\_\_\_\_

( \_\_\_\_\_ ) **LOCK BOX AGREEMENT:** I agree to the use of a lock box and for the box to be placed on the property, and authorize Berkshire Hathaway HomeServices Lucien Realty agents or agents of the Multiple Listing Service to use the key in the lock box for the purpose of showing the property to prospective buyers or to any person necessary to sell the property such as appraisers, inspectors, and insurance representatives. In consideration for the services to be performed by Berkshire Hathaway HomeServices Lucien Realty in attempting to procure a purchaser for the property, I hereby release Berkshire Hathaway HomeServices Lucien Realty, its Broker(s), agents and employees from all liability for loss or damage of any kind resulting from the use of the said lock box or the use of the key to be placed therein.

**KEY AGREEMENT:** If I provide a key(s) to the property now or any time during this agreement, I authorize Berkshire Hathaway HomeServices Lucien Realty to retain and if necessary make a duplicate key(s) for the purpose of Berkshire Hathaway HomeServices Lucien Realty agents or agents of the Multiple Listing Service to pick the key(s) up for showing the property to their prospective buyers or to any person necessary to sell the property such as appraisers, inspectors, and insurance representatives. I hereby release Berkshire Hathaway HomeServices Lucien Realty, its Broker(s), agents and employees from all liability for loss or damage of any kind resulting from the use of the said key(s).

**AGENCY:** I have read the State Of Ohio Agency Disclosure Form and Berkshire Hathaway HomeServices Lucien Realty 's Consumer Guide To Agency Relationships and agree that the provisions of both are a part of this Agreement. I consent to Berkshire Hathaway HomeServices Lucien Realty and its sales associates acting in accordance with that policy.

**DISCLOSURE:** I understand the information that I provide to Berkshire Hathaway HomeServices Lucien Realty will be used to advertise my property to the public and it is essential that this information be accurate. I HAVE REVIEWED THE MULTIPLE LISTING SERVICE (MLS) LISTING INPUT SHEET AND THE RESIDENTIAL PROPERTY DISCLOSURE FORM AND REPRESENT THAT THE INFORMATION CONTAINED IN THESE DOCUMENTS IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. Although I am listing my property in its present physical condition ("As Is" condition), I understand that I may be held responsible by a buyer for any latent, or hidden, defects in my property which are known to me but which are not disclosed to the buyer at time of sale. When required by law, I agree to complete the Lead-Based Paint Disclosure Form and disclose any knowledge, records or reports I have to the buyer regarding the presence of lead-based hazards in the property. I understand that the MLS input sheet, the Residential Property Disclosure Form (RPDF) and the Lead-Based Paint Disclosure Form (if applicable) will be shared with prospective buyers and any persons or entities who request a copy in connection with the anticipated or actual sale of this property. IF THIS SALE IS EXEMPT FROM THE RPDF, I SHALL CONSULT WITH MY ATTORNEY AS TO THE PROPER WAY TO DISCLOSE ANY KNOWN DEFECTS. I AM AWARE OF NO OTHER PROBLEMS OR DEFECTS IN THE PROPERTY, EXCEPT AS STATED WITHIN THESE DISCLOSURE FORMS. I AGREE TO INDEMNIFY AND HOLD BERKSHIRE HATHAWAY HOMESERVICES LUCIEN REALTY, ITS BROKER(S) AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS AND/OR DAMAGES MADE BY THE BUYER OF THIS PROPERTY FOR ANY MISSTATEMENTS, ERRORS OR OMISSIONS I HAVE MADE ON THESE DISCLOSURE FORMS.

I agree to disclose to the buyer(s), in writing, any additional RPDF items that arise between the date of acceptance of a Purchase Agreement and the date of recording of the deed. I will promptly provide buyer(s) with copies of any notices received from governmental agencies to inspect or correct any building code or health violations. I agree to fully comply with any and all laws and/or ordinances including but not limited to point of sale inspections, occupancy permits and certificates, and to complete all such items prior to title transfer. I warrant that there are no outstanding code violations, encroachments, pending lawsuits, foreclosures, divorce actions, assessments, tax, utility, mechanics liens or other matters that could affect my ability to provide clear title to the property, except as stated

below: \_\_\_\_\_

**FAIR HOUSING:** Owner has been given written information about fair housing laws. It is agreed that both Berkshire Hathaway HomeServices Lucien Realty and Owner will comply with all applicable federal, state and local fair housing laws and that the property will be offered without discrimination on the basis of race, color, religion, sex, familial status, ancestry, military status, disability, or national origin. **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, as amended, 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.**

**FIXTURES:** Items such as wall-to-wall carpeting, door openers, smoke detectors, built-in appliances, light fixtures, landscaping and many indoor and outdoor decorative items may legally be "fixtures" and if so they must remain with the house unless specifically excluded in the Purchase Agreement. Make specific provisions for these items in the Purchase Agreement to avoid uncertainty regarding what you may take and what should remain with the house.

**MARKETING:** Berkshire Hathaway HomeServices Lucien Realty is authorized in its sole discretion, to place a "For Sale" sign on the property, to remove all other such signs, to have access to the property at all reasonable times for the purpose of showing it to prospective purchasers, to cooperate with other brokers and to use pictures of same for promotional purposes. The property shall be entered into the Multiple Listing Service subject to the rules and regulations of that service. During the terms of this Agreement or any extension, I grant Berkshire Hathaway HomeServices Lucien Realty the sole and exclusive right to publish and to grant to others the right to publish any and all descriptive information about the property including but not limited to text, video, audio, photographic and electronic descriptions. I authorize Berkshire Hathaway HomeServices Lucien Realty to have interior and exterior photographs and videos of the property taken (at its sole discretion) and to have such digitized, reproduced, published, transmitted and disseminated and displayed in any form or manner, including without limitation, in and through the Multiple Listing Service (MLS) as well as any other use, media or means to aid in the sale or rental of the property. I hereby waive, acquit and forever release Berkshire Hathaway HomeServices Lucien Realty, its Broker(s), agents and employees from any responsibility or liability concerning the above descriptive information, text, video, audio, photographic and electronic descriptions use, distribution or display in any form, media or manner.

**BINDING AGREEMENT:** I acknowledge that Berkshire Hathaway HomeServices Lucien Realty, its Broker(s), and agents are authorized to provide real estate services ONLY. I agree, as necessary, to retain independent professionals including but not limited to legal, accounting, appraisal, inspections or engineering services. Facsimile or electronic signatures (by Dotloop, DocuSign or a similar provider) are deemed binding and valid. This contract contains all terms agreed upon between myself and Berkshire Hathaway HomeServices Lucien Realty, and there are no other conditions, representations, warranties or agreements, expressed or implied.

I agree to immediately refer to Berkshire Hathaway HomeServices Lucien Realty all prospective purchasers, brokers or agents who contact me regarding the purchase, sale or exchange of the property, and to provide Berkshire Hathaway HomeServices Lucien Realty with their names, address, and phone numbers.

There is no former spouse or a deceased spouse or other person who was or is a co-owner of the property unless stated: \_\_\_\_\_

The words "I" and "Seller" in this Agreement shall mean all sellers, jointly and severally, who have signed this Agreement. I understand this agreement does not guarantee the sale of my property. The undersigned seller(s) represent they are the legal owner(s) of the above property or have the authority to bind all owners, including all individuals, corporations, partnerships, limited liability companies or other entities, who are not signing below. Seller(s) represent there are no other current listing agreements for the sale, lease or exchange of the property.

**THIS IS A LEGALLY BINDING CONTRACT. IF YOU HAVE ANY QUESTION OF LAW, CONSULT YOUR ATTORNEY. SELLER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.**

**ACCEPTED:**

\_\_\_\_\_  
(SELLER) (Print SELLER's Name) (Date)

\_\_\_\_\_  
(SELLER's Mailing Address) (Phone)

\_\_\_\_\_  
(SELLER) (Print SELLER's Name) (Date)

\_\_\_\_\_  
(SELLER's Mailing Address) (Phone)

\_\_\_\_\_  
Email address 1 Email address 2

**Berkshire Hathaway HomeServices Lucien Realty** By: \_\_\_\_\_ (Date) \_\_\_\_\_

## COVID-19 Showing Addendum to Exclusive Right to Sell Agreement

This is an addendum to the Exclusive Right to Sell Agreement entered into between \_\_\_\_\_ (hereafter referred to as "Seller") and Berkshire Hathaway HomeServices Lucien Realty (hereafter referred to as "Brokerage") and listing agent regarding property located at \_\_\_\_\_ (hereafter referred to as "listed property"). For purposes of this agreement, the term "Brokerage" includes its affiliated real estate agents and brokers.



### Brokerage and Seller hereby agree as follows:

1. Due to the current COVID-19 pandemic, Seller acknowledges and assumes the risk of exposure to COVID-19 by allowing prospective purchasers/tenants, home inspectors, appraisers, real estate brokers and agents, photographers, and others entry to listed property. Seller agrees to conduct their own due diligence to investigate these risks and is not relying on Brokerage for advice or information on whether to allow access to others.
2. Seller agrees to employ precautions recommended by the CDC and the Ohio Department of Health to minimize exposure to themselves and others entering the listed property both before and after such access, including wiping down all surfaces, door handles, light switches, etc.
3. With respect to the marketing of the Seller's listed property, the Seller does ☐ does not ☐ authorize physical showings of the listed property to potential purchasers/tenants by either the Brokerage or agents of other cooperating real estate brokerages.
4. Seller does ☐ does not ☐ permit Brokerage to conduct an open house at listed property.
5. If Seller agrees to permit showings and/or open houses, Seller shall make every effort to leave listed property during these events. However, in the event this is not feasible, Seller agrees to follow the social distancing practices recommended by the Ohio Department of Health.
6. If Brokerage has a reasonable basis to believe the Seller is not employing the safe practices described in paragraphs (2) and (5), Brokerage is not required to show listed property or conduct an open house.
7. Seller agrees to notify Brokerage if any party occupying or entering the listed property has been exposed to, diagnosed with or quarantined as a result of COVID-19 or is experiencing flu-like symptoms of fever or shortness of breath. Seller further agrees that in any of these events, Seller agrees to withdraw listed property from the market until the end of the quarantine or the time period recommended by the CDC and Ohio Health Department.
8. In lieu of, or in addition to, the showing methods described above, Seller permits Brokerage to employ the following alternative methods to show the listed property to potential purchasers/tenants: *(check items that are permitted)*
  - a. Video virtual tours ☐
  - b. Live streaming virtual tours ☐
  - c. Skype, Facetime, Zoom or other similar technology ☐
  - d. Other (indicate method) \_\_\_\_\_
9. Seller does ☐ does not ☐ permit the techniques authorized in Paragraph (8) to be utilized by cooperating agents affiliated with other real estate brokerages to facilitate showings of the listed property to prospective buyers/tenants.
10. In the event the Seller or any other occupants of listed property are exposed to or contracts COVID-19, Seller hereby agrees to release and to hold Brokerage, its agents, and employees harmless from any and all claims, losses, or damages related to their exposure, COVID-19 illness and or any other resulting condition related to COVID-19 allegedly caused by allowing entry to the listed property to the persons described in paragraph (1).
11. Any amendments to this agreement must be signed or initialed by both Seller and Brokerage. In the event of any conflict between this Addendum and the Exclusive Right to Sell Agreement, the terms of this Addendum shall control. All other terms of the Exclusive Right to Sell Agreement shall remain in effect. Any amendments to this agreement must be signed or initialed by both Seller and Brokerage.

<hr/> Seller Signature	<hr/> Date	<hr/> Berkshire Hathaway HomeServices Lucien Realty Brokerage Name
<hr/> Seller Signature	<hr/> Date	<hr/> Authorized Agent/Manager <hr/> Date



BERKSHIRE HATHAWAY  
HomeServices  
Lucien Realty

## SHOWING INSTRUCTIONS

**Address:** \_\_\_\_\_

**Agent:** \_\_\_\_\_

**Yard Sign Installed:** ( ☐ ) Yes ( ☐ ) No

**Who will set appointments:** ( ☐ ) Showing Service ( ☐ ) Agent

**Occupancy:** ( ☐ ) Vacant ( ☐ ) Occupied

**Lock Box:** ( ☐ ) Yes ( ☐ ) No Code/Combo \_\_\_\_\_

**Instructions for setting up showings:**

## **Seller's Consent to Disclosure**

Agents have a duty to their client to maintain the client's confidential information, unless the client authorizes disclosure of the information or disclosure is required by law. Confidential information includes information that you direct to be kept confidential or information that if disclosed could have an adverse effect on your position in the transaction. The buyer's agent or buyer will often request information about the matters listed below. To ensure that only information you authorize is provided, you are requested to indicate those facts that you permit your agent to provide to buyers or their agents. This will allow your agent to provide this information without contacting you at each request. This consent shall remain in effect unless withdrawn by you in writing.

### **Information your agent can provide to buyers or their agents:**

- \_\_\_\_\_ The original purchase price you paid for the home, which was \_\_\_\_\_
- \_\_\_\_\_ Your motivation for selling. Specify: \_\_\_\_\_
- \_\_\_\_\_ How long has your property been for sale.
- \_\_\_\_\_ Information on comparable sales.
- \_\_\_\_\_ That you would entertain an offer for less than the list price.
- \_\_\_\_\_ That you would agree to financing terms other than those offered.
- \_\_\_\_\_ That you would agree to make repairs or improvement to the property as a condition of sale.  
Specify: \_\_\_\_\_
- \_\_\_\_\_ That you would agree to other concessions that would have an economic impact on the  
transaction. Specify: \_\_\_\_\_
- \_\_\_\_\_ The existence of or the potential for multiple offers.

### **Additional information your agent can provide:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Seller (Date)

\_\_\_\_\_  
Agent (Date)

\_\_\_\_\_  
Seller (Date)



**Property Address** \_\_\_\_\_ **City** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Seller(s)** \_\_\_\_\_

**Purchaser(s)** \_\_\_\_\_

**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 (initial)**

\_\_\_\_\_ **(1) Presence of lead-based paint and/or lead-based paint hazards:** (check one below):

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

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

\_\_\_\_\_ **(2) Records and reports available to the seller:** (check one below):

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

( ) 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).

**Purchaser's Acknowledgment (initial)**

\_\_\_\_\_ **(3)** Purchaser has received copies of all reports, records, and information listed above.

\_\_\_\_\_ **(4)** Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

\_\_\_\_\_ **(5)** Purchaser has: (check one below)

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

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

**Agent's Acknowledgment (initial)**

\_\_\_\_\_ **(6)** 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

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
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):

- |  |                                       |                                      |
|--|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> Public Water Service  | <input type="checkbox"/> Holding Tank | <input type="checkbox"/> Unknown     |
| <input type="checkbox"/> Private Water Service | <input type="checkbox"/> Cistern      | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Private Well          | <input type="checkbox"/> Spring       | _____                                |
| <input type="checkbox"/> Shared Well           | <input type="checkbox"/> 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):

- |                                       |  |   |
|---------------------------------------|--|---|
| <input type="checkbox"/> Public Sewer | <input type="checkbox"/> Private Sewer | <input type="checkbox"/> Septic Tank    |
| <input type="checkbox"/> Leach Field  | <input type="checkbox"/> Aeration Tank | <input type="checkbox"/> Filtration Bed |
| <input type="checkbox"/> Unknown      | <input type="checkbox"/> 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                  | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown |
| 2) Asbestos                          | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown |
| 3) Urea-Formaldehyde Foam Insulation | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown |
| 4) Radon Gas                         | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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     | <input type="checkbox"/> Yes <input type="checkbox"/> No | 4) Shared Driveway                            | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2) Boundary Dispute       | <input type="checkbox"/> Yes <input type="checkbox"/> No | 5) Party Walls                                | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3) Recent Boundary Change | <input type="checkbox"/> Yes <input type="checkbox"/> No | 6) Encroachments From or on Adjacent Property | <input type="checkbox"/> Yes <input type="checkbox"/> 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)