

**PURCHASE AGREEMENT**  
**FOR RESIDENTIAL REAL ESTATE IN OHIO**

**THIS AGREEMENT** is entered into by and between

Seller's Name(s): \_\_\_\_\_

whose Current Address is: \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as "Seller", and

Buyer's Name(s): \_\_\_\_\_

whose Current Address is: \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as "Buyer".

1. In consideration of the mutual promises herein contained, Seller agrees to sell and convey and Buyer agrees to buy and pay for, in accordance with the terms and conditions of this contract, the property known as \_\_\_\_\_ (Address or short legal), see Exhibit "A" for legal description, Permanent Parcel Numbers(s). \_\_\_\_\_, 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, the kitchen cook range, oven, refrigerator, dishwasher, garage openers and specifically the following items shall remain: \_\_\_\_\_ located thereon and hereinafter referred to as "Property".

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

2. The Buyer and Seller hereby designate and appoint Transfer Title Agency, Inc. fka Medina County Title of 748 N. Court St., Medina, OH 44256, 800-635-5512 330-725-3145 Fax, to be the "Escrow Agent" and issue the Buyer a title policy pursuant to the terms of this agreement.

3. Buyer agrees to pay for the Property the sum\* of \$ \_\_\_\_\_  
\* total of 3a, 3b, and 3c.

This amount shall be paid as follows:

a. Earnest money in the amount of: \$ \_\_\_\_\_ shall be deposited with the Escrow Agent and applied to the purchase price upon the signing of this contract;

b. The Buyer intends to finance the sum of: \$ \_\_\_\_\_

This contract is contingent upon the Buyers obtaining financing in the amount stated. The Buyer agrees to making application with a lender within 5 business days of this contract, and use their "good faith" effort to obtain such loan. Buyer agrees to either remove this

contingency or satisfy this contingency by obtaining a loan commitment within 30 days of the date of this contract. If at any time after application is made by the Buyer the Buyer is notified that a loan cannot be obtained or that this contingency cannot be satisfied this agreement shall become null and void at the option of either party and all earnest moneys shall be returned to Buyer.

Type of financing: \_\_\_ Conventional, \_\_\_ FHA,  
\_\_\_ VA, \_\_\_ Other

c. The balance sum of: \$ \_\_\_\_\_  
shall be deposited with the Escrow Agent and  
applied toward the purchase price, at closing.

4. Seller agrees to furnish a warranty deed, with release of dower, conveying to Buyer in joint and survivorship form, good record marketable title to the Property in fee simple, free and clear of all encumbrances except, easements, and rights of ways of record, and conditions and restrictions of record, zoning ordinances, real estate taxes and assessments, for the current year and thereafter.

5. An Owner's fee policy of Title Insurance in the amount of the purchase price shall be issued by Transfer Title Agency, a policy issuing agent of Chicago Title. If any defect in title is discovered prior to the time of the closing and if it is not waived in writing by Buyer, Seller shall have a reasonable extension of time for closing, but in no event more than thirty (30) days from the date Seller is notified of the defect, for removal of said defect.

6. All real estate taxes, assessments and rents, if any, shall be prorated in escrow, as of the date of title transfer. In prorating taxes and assessments, the amount assessed by the County Auditor on the latest available tax duplicate shall be used. If the Property being transferred is new construction and recently completed or in the process of completion, 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 Buyer from the Seller's funds so that the Buyer can pay those taxes when they become due and payable. Association fees and maintenance fees shall be prorated by the Escrow Agent. If the Property is receiving an agricultural valuation, "CAUV", the seller agrees to credit the buyer the recoupage amount, unless it is the parties intent the Property will remain in the CAUV program by the Buyer.

7. The Escrow Agent shall charge to Seller and pay out of the purchase price:

- (a) one half of the escrow fee;
- (b) the cost of the real estate conveyance fee;
- (c) any amount due Buyer by reason of proration;
- (d) the cost of the title exam;
- (e) one half the cost for the Owner's Title Insurance Policy; and
- (f) the preparation of the warranty deed.

The Escrow Agent shall charge to Buyer:

- (a) all fees for filing the warranty deed and the mortgage deed if any placed upon the property;
- (b) any other costs associated with the Buyer's financing;
- (c) one half the cost of the Owner's Title Insurance Policy;

- (d) one half the escrow fee; and
- (e) the cost of inspections.

SPECIAL NOTE: If Buyer has an FHA/VA mortgage, and regulations prohibit payment of certain fees by Buyer, Seller agrees to pay such fees.

8. All documents and funds necessary for the completion of this transaction shall be deposited with the Escrow Agent on or before \_\_\_\_\_ (date). Title shall be transferred on or before \_\_\_\_\_ (date). Seller agrees to deliver possession of the Property on the later date of either within \_\_\_\_ days of Title Transfer or on \_\_\_\_\_ (date) at \_\_\_\_\_ am/pm.

9. The Buyer is purchasing the Property subject to the following inspection(s) by a qualified inspection of the Buyer's choice within the specified numbers of days from the formation of this Agreement. The Buyer acknowledges receipt of the "Residential Property Disclosure Form" from the Seller and the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards. The "Residential Property Disclosure Form" and "Disclosure of Information on Lead-Based Paint and Lead Based Paint Hazards" are attached hereto as addendum and are made a part hereof. The Buyer acknowledges receipt of the pamphlet "Protect your Family from Lead in Your Home."

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

Choice		Inspection		Expense	
Yes	No			Buyer	Seller
___	___	General Home	___ days from formation of contract	___	___
___	___	Septic System	___ days from formation of contract	___	___
___	___	Termite/Pest	___ days from formation of contract	___	___
___	___	Well Flow/Potability	___ days from formation of contract	___	___
___	___	Radon	___ days from formation of contract	___	___
___	___	Other _____	___ days from formation of contract	___	___

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

After each inspection is completed, Buyer 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, or c) terminate this agreement if the written report(s) identify material latent defects NOT previously disclosed in writing to the Seller. If the Property is accepted in its "AS IS" present physical condition, Buyer agrees to sign an amendment to this 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, Buyer shall provide Seller a copy of the inspection report(s) and sign an amendment to this agreement removing the inspection contingency and identifying the defects which are to be repaired. Seller and Buyer shall have three (3) days from Seller's receipt of the written list of defects and the inspection report(s) to agree in writing which defects, if any, will be corrected at Seller's expense.

Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's sex offender law (Megan's Law). The Buyer acknowledges that the information disclosed may

no longer be accurate and agrees to inquire with the local sheriff's office. Buyer agrees to assume the responsibility to check with the local sheriff's office to validate the accuracy and timeliness of the information.

10. The risk of loss shall remain with the Seller until title transfer. Should such Property be substantially damaged by fire or other casualty prior to filing the Deed the Buyer shall have the option to void this agreement in which event all earnest moneys shall be returned to the Buyer and such agreement shall become null and void, or have such insurance proceeds deposited into escrow thereupon completing the purchase.

11. The parties acknowledge and represent that no real estate agent or broker has been used in this transaction.

12. This contract shall be governed by the laws of the State of Ohio. The covenants, conditions, and agreements herein shall be binding upon each of the parties hereto, and their respective heirs, devisees, executors, administrators, successors and assigns, and shall be deemed to contain all their terms and conditions agreed upon, it being agreed that there are no outside conditions, representations, warranties, or agreements. The terms and conditions to be performed by the Seller shall survive the delivery and acceptance of the deed. Any portion of this contract declared invalid by law will not void the remainder of this contract.

**SELLERS**

**BUYERS**

\_\_\_\_\_  
Signature Seller

\_\_\_\_\_  
Signature Buyer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature Seller

\_\_\_\_\_  
Signature Buyer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Phone # \_\_\_\_\_ Home  
Phone # \_\_\_\_\_ Mobile

Phone # \_\_\_\_\_ Home  
Phone # \_\_\_\_\_ Mobile

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

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

This contract is open for acceptance for 3 days after the date first signed.

NOTE: All parties are advised to seek legal counsel prior to completing this agreement or signing this agreement.

Prepared by: Lee Skidmore  
Transfer Title Agency, Inc. fka Medina County Title  
748 N. Court St. Medina, OH 44256  
330-725-3145 Fax 330-725-4214 Telephone

**DIRECTIONS UPON SIGNING OF AGREEMENT.**

- **ALL PARTIES ARE ADVISED TO SEEK LEGAL COUNSEL PRIOR TO SIGNING.**
- **ONCE SIGNED BY ALL PARTIES, A COPY SHOULD BE MAILED, FAXED OR EMAILED TO TRANSFER TITLE AT 330-725-3145 FAX, OR SERVICE@TRANSFERTITLE.COM**
- **IF THERE IS EARNEST MONEY, IT WILL NEED TO BE MAILED OR DELIVERED TO THE OFFICES OF TRANSFER TITLE AGENCY AT 748 N. COURT ST., MEDINA, OH 44256.**
- **TRANSFER TITLE WILL ASSIGN A CLOSER WHO WILL SEND OUT LETTERS TO THE SELLERS AND BUYERS ONCE THE FILE IS OPENED.**
- **ONCE LOAN IS APPROVED AND CLEAR TO CLOSE, THE CLOSER WILL SCHEDULE CLOSINGS TO ACCOMMODATE THE CLOSING DATE CHOSEN IN THE AGREEMENT.**
- **ANY QUESTIONS, PLEASE CALL 800-635-5512 FOR CLARIFICATION.**



STATE OF OHIO  
DEPARTMENT OF COMMERCE

2013

**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 \_\_\_\_\_



STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

TO BE COMPLETED BY OWNER (Please Print)

Property Address:

Owners Name(s):

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

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

If owner is not occupying the property, since what date: \_\_\_\_\_

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

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

- Public Water Service, Private Water Service, Private Well, Shared Well, Holding Tank, Cistern, Spring, Pond, Unknown, Other

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, Leach Field, Unknown, Private Sewer, Aeration Tank, Other, Septic Tank, Filtration Bed

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 \_\_\_\_\_

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 \_\_\_\_\_

**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:** 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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

  
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: \_\_\_\_\_

**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



Formerly Medina County Title Agency, Inc.
Insuring Realty. Conveying Dreams

TRANSFER TITLE AGENCY, INC.

Lee T. Skidmore, Esq., President Robert C. Skidmore, Esq., Vice President
748 N Court Street Medina, Ohio 44256

Medina: 330-725-4214 • Cleveland: 330-273-2943

Toll Free: 800-635-5512 • Fax: 330-725-3145

www.transfertitle.com service@transfertitle.com

Amendment to Offer to Purchase and
REMOVAL OF CONTINGENCIES

This is an amendment to the offer to purchase real estate and acceptance (Agreement) dated \_\_\_/\_\_\_/\_\_\_ between
Seller(s) and
Buyer(s) for
property located at
The parties hereby agree as follows:

1. FINANCING CONTINGENCIES: The following financing contingencies are hereby removed

- First mortgage loan commitment
Other:

2. INSPECTION CONTINGENCIES:

- a. General Home Inspection
b. Septic System Inspection
c. Well Water Flow Rate
d. Well Water Bacteria Test
e. Other Well Water Tests
f. Termite/Pest Inspection
g. Radon
h. Lead Paint Inspection or Risk Assessment
i. Mold
j. Other:
k. Other:
Removed
Removed subject to the conditions below

CONDITION(S):

Blank lines for listing conditions.

3. OTHER CONTINGENCIES: The following other contingencies are also hereby removed:

- Other contingencies list.

All other terms and conditions of the Agreement shall remain in full force and effect.

Buyer Signature Date

Seller Signature Date

Buyer Signature Date

Seller Signature Date