



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 200 West Church Street, Galion, OH 44833

Buyer(s): Charles Lee Smith

Seller(s): James Grubbs for the Galion School District

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____.
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____.
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Marilyn K Mile and real estate brokerage Craig A Miley Realty & Auction will

- ☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- ☒ represent only the (check one) ☒ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

Charles Smith 6/15/19
BUYER/TENANT DATE

BUYER/TENANT DATE

SELLER/LANDLORD DATE

SELLER/LANDLORD DATE

DUAL AGENCY

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

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

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

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

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

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

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

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

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

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

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





CONTRACT TO PURCHASE - RESIDENTIAL
The Mansfield Association of REALTORS®

(This is a legally binding Contract. If the provisions are not understood, legal advice should be obtained.)



1. **CONTRACT:** Purchaser agrees to buy and Seller agrees to sell the Property defined below on the terms and conditions set forth in this Contract, all of which are negotiable prior to acceptance.

2. **DEFINED TERMS:**

2.1. **Property:** The Property is the following legally described real estate in the County of Crawford County,

State of Ohio, known as: (Address) 200 West Church Street, Galion, OH 44833,

(Legal/Parcel ID) Crawford Co 19-0054086.000, 19-0054090.000, 19-0054092.000

together with the interests, easements, rights, benefits, improvements, and attached fixtures appurtenant thereto, and all interests of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

2.2 **Included in Sale:** Property shall include land with easements, mineral rights in possession of the Seller, and all buildings and fixtures, and including the following if they are now located on the property, all of which being sold in their present "as is" condition: window coverings; curtain and drapery rods; lighting fixtures; awnings; window and door screens; storm windows and doors; all shrubbery/ landscaping plants and bulbs; affixed mirrors and floor coverings; wall-to-wall/stair carpeting; linoleum or tile; television aerials/rotors; satellite dish(es); owned water softeners; garage door openers/operating devices; gas logs; gas heaters; garage heaters; utility or storage buildings; fuel oil/propane in tank, if any; and all appliances at time of accepted offer.

Plus the Following (free and clear of any encumbrances): N/A

2.3. **Excluded from Sale:** N/A

3. **PRICE AND TERMS:** Purchaser agrees to pay \$\$20,000

☒ Cash ☐ Land Contract ☐ Loan ☐ As follows: _____

4. **CONTINGENCIES:**

4.1. **Financing:** This agreement is contingent upon Purchaser obtaining a ☐ Conventional, ☐ FHA, ☐ VA, ☐ Other loan, on rates and terms generally prevailing in the county in which the property is situated. Purchaser must apply for financing within _____ business days of acceptance of Contract to Purchase and make reasonable efforts to obtain this financing. Purchaser authorizes Lender to disclose to Purchaser's Agent information pertinent to the status, requirements, and condition of this transaction.

4.2. **Insurance:** This agreement is contingent upon Purchaser obtaining a commitment for property/homeowner's insurance.

4.3. **Appraisal:** In the event the property does not appraise at or above purchase price, the Purchaser reserves the right to terminate this contract.

4.4. **Other Contingencies:** _____

5. **EARNEST MONEY:** \$\$1,000 Due on acceptance ☐ Cash, ☐ Check, ☐ Note (see Terms of Note). The note will be converted to cash within _____ business days. The earnest money will be deposited in the Craig A Miley Realty & Auction Broker's trust account. The earnest money will be disbursed at closing by one of the following: ☒ 1 - will be credited to Purchaser at closing; _____ 2 - will be returned to Purchaser at closing; _____ 3 - will be applied to the commission owed the Listing Broker; or _____.

In the event of a dispute between the Seller and Purchaser regarding the disbursement of the earnest money, the Broker is required by Ohio law to maintain such funds in his trust account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is to be disbursed or (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the Broker shall return the earnest money to the Purchaser with no further notice to the Seller.

Purchaser(s) Initials: CS Date: 6/13/19 Page 1 of 6 Seller(s) Initials: _____ Date: _____

13. INSPECTIONS AND TESTS: This Contract is contingent upon the following inspection(s) / tests being completed to Purchaser's satisfaction. The following inspection(s) / tests are to be performed by a home inspection company, a contractor, the local County Health Department, and/or

☐ _____ within the specified number of days (Inspection Period).

The party responsible for payment of the inspection(s) will make the choice of the inspector(s) and will be responsible for getting the inspection(s) and written report(s) done during the inspection period. The real estate Broker(s) and Agent(s) assume no liability as to the validity of the inspection(s) and/or inspector(s). Requirements of lending institutions, local municipalities, or utilities do not eliminate the need for Purchaser's inspections.

Check the box below for the appropriate commencement date of inspections:

- ☐ Upon receipt of accepted offer in writing.
- ☐ Upon receipt, in writing, of removal of any of the following contingencies: _____
- ☐ Upon receipt of written statement affirming that this backup contract has become the primary contract.

YES	NO	INSPECTION / TEST TYPE	INSPECTION / TEST PERIOD EXPIRATION DATE	EXPENSED TO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	General Home Inspection	_____	Purchaser <input type="checkbox"/>	Seller <input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wood Destroying Insects (Includes residential dwelling and attachments only.)	_____	Purchaser <input type="checkbox"/>	Seller <input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FHA Water Lead Test	_____	Purchaser <input type="checkbox"/>	Seller <input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Lead-Based Paint	_____	Purchaser <input type="checkbox"/>	Seller <input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	On-Site Sewage Disposal System	_____	Purchaser <input type="checkbox"/>	Seller <input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Radon	_____	Purchaser <input type="checkbox"/>	Seller <input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Bacteria Potability	_____	Purchaser <input type="checkbox"/>	Seller <input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Flow Rate/Adequate Supply	_____	Purchaser <input type="checkbox"/>	Seller <input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other _____	_____	Purchaser <input type="checkbox"/>	Seller <input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other _____	_____	Purchaser <input type="checkbox"/>	Seller <input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other _____	_____	Purchaser <input type="checkbox"/>	Seller <input type="checkbox"/>

RIGHT TO DECLINE INSPECTIONS / TESTS: Purchaser hereby declines all inspections / tests and agrees to indemnify and save harmless the Seller and Seller's Agent(s) from any claims arising out of Purchaser's failure to conduct such inspections / tests.

Purchaser(s) Initials: CLS Date: 6/13/19

During the Inspection / Test Period, Purchaser and Purchaser's inspectors / testers and contractors shall be permitted access to the Property at reasonable times. Purchaser shall be responsible for any damage to the Property caused by Purchaser's inspectors / testers or contractors.

If the inspection(s) and/or tests disclose any defects in the Property: Purchaser shall notify Seller in writing of the defects to be remedied within 3 business days after the expiration of the Inspection / Test. Failure to notify Seller in writing of any defects within 3 business days after the expiration of the Inspection / Test Period shall constitute a waiver of such defects, and Purchaser shall take the Property "as is" with respect to such defects.

For the purposes of the clause, "defect" does not include: (a) minor routine maintenance and repair items; or (b) matters disclosed to Purchaser in writing by Seller before presentation of this offer; and Seller shall have no obligation to repair such items unless specifically agreed in writing.

Purchaser(s) Initials: CLS Date: 6/13/19 Page 3 of 6 Seller(s) Initials: Date: _____

14. REPAIR PERIOD: In the event that Purchaser's inspections / tests disclose any defects in the Property which are timely reported to the Seller, Seller shall have the right, for a period of 10 business days after notification or expiration, whichever comes first, of the Inspection / Test Period (the Repair Period), to either: (a) repair the defects in a manner acceptable to Purchaser; or (b) provide other assurances reasonably acceptable to Purchaser by means of an escrow of funds at closing for the repairs, or otherwise, that the defects will be repaired with due diligence and in a manner acceptable to the Purchaser.

Seller must notify Purchaser in writing of all repairs AGREED to be corrected (the "Agreed Repairs") within _____ business days of repair request. Seller shall provide written notice with invoices for all Agreed Repairs upon completion and Purchaser shall have _____ business days to inspect the property to ensure the Agreed Repairs have been completed in a satisfactory manner (the "Repair Inspection").

Nothing contained herein shall be deemed a waiver of Purchaser's right to conduct a final walk-through inspection prior to closing.

15. RIGHT TO CANCEL: Purchaser shall have the right, at the Purchaser's sole option, to cancel this Contract, in the following events: (a) In the event that Seller is unable or unwilling to repair any defect or to provide the assurances described above during the Repair Period; or (b) In the event that Purchaser determines in good faith that the Agreed Repairs have not been completed in a satisfactory manner. This right to cancel shall be exercised, if at all, by giving written notice to Seller within 5 business days after the latter of Repair Period or the Repair Inspection. If this Contract is cancelled, the earnest money (if any) shall be handled as provided in this Contract and the parties shall be released from all further obligations.

Failure by Purchaser to cancel this Contract within said 5-day period shall constitute a waiver by Purchaser of any uncured defects, and Purchaser shall take the Property "as is" with respect to such defects.

I agree to verify any of the above information that is important to me by an independent investigation of my own. I have been advised to have the Property inspected by professional inspectors of my choosing.

I acknowledge that neither Seller nor any real estate licensee involved in this transaction is an expert at detecting or repairing physical defects in the Property. I state that no important representations concerning the condition of the Property are being relied upon by me except as disclosed above or as fully set forth elsewhere in this Contract.

16. SOLE CONTRACT: This Contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in a writing signed by the Purchaser and Seller. All notices given in connection with this Contract shall be made in writing signed by the party giving such notice.

17. NOTICE: Only manual or electronic signatures (which include faxes, PDF, digital, and scanned documents sent by any method) shall be valid for purposes of this Contract and any amendments or any notices to be delivered in connection with this Contract. This paragraph may not be waived except by a signed agreement of the Purchaser(s) and Seller(s).

Seller(s)/Purchaser(s) give permission to the Listing Office/Listing Agent and/or Selling Office/Selling Agent to disclose any Purchaser/Seller concessions which may be involved in this transaction.

18. EXPIRATION AND APPROVAL: This offer is void if not accepted in writing on or before 11:59 p.m. Ohio time 06/19/2019. Purchaser has read, fully understands, and approves the foregoing offer and acknowledges receipt of a signed copy. Purchaser acknowledges that this is a legally binding contract upon acceptance by the Seller and that if provisions are not understood, legal advice should be obtained.

19. TIME IS OF THE ESSENCE: Time is of the essence regarding all provisions of this Contract. Whether or not so stated elsewhere in this contract, no deadline or time period under this contract can be modified or waived except by written agreement signed by both parties.

20. RELEASE: The parties agree to save and hold harmless the real estate Broker(s) and their Agent(s) or employees from any misrepresentation or errors and omissions made by the parties.

21. OTHER ADDENDA / MISCELLANEOUS: Buyer is aware that in the early 1900's there were two cemeteries on this parcel.

Purchaser(s) Initials: CS Date: 6/13/19 Page 4 of 6 Seller(s) Initials: Date:

22. NOTICES TO THE PARTIES:

22.1. Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. While the Broker possesses considerable general knowledge, the Broker is not an expert on matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc. The Broker hereby advises the parties, and the parties acknowledge that they should seek professional expert assistance and advice in these and other areas of professional expertise.

In the event the Broker provides to the parties names of companies or sources for such advice and assistance, the parties additionally acknowledge and agree that the Broker does not warrant, guarantee, or endorse the services and/or products of such companies or sources.

22.2. Ohio Fair Housing Law: 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 of 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 belong to one of the protected classes.

22.3. Residential Property Disclosure Form: With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Purchaser with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time the Purchaser enters into this Agreement, the Purchaser may be entitled to rescind this agreement by delivering a document of rescission to the Seller of the Seller's Broker, provided such document of rescission is delivered prior to all three of the following dates: (a) The date of closing, (b) 30 days after the Seller accepted the Purchaser's offer, and (c) within 3 business days following the receipt by the Purchaser or the Purchaser's Broker of the Property Disclosure Form or amendment of that form.

22.4. Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Purchaser acknowledges that any information disclosed may no longer be accurate. The Purchaser assumes responsibility to obtain accurate information from the sheriff's office. The Purchaser shall rely on the Purchaser's own inquiry with the local sheriff's office and shall not rely on the Seller or any Broker involved in the transaction.

22.5. Offsite Conditions: Seller makes no representations with regard to conditions outside the boundaries of the real estate, including crime statistics; and Buyer assumes sole responsibility for researching such conditions.

22.6. Concessions: Purchaser and Seller authorize the Broker to report sales and financing concessions data to the MLS membership and MLS sold database as applicable and to provide this information to state licensed appraisers researching comparables, upon inquiry, to the extent necessary to adjust price to accurately reflect market value.

Purchaser(s) Initials: CLS Date: 6/13/19 Page 5 of 6 Seller(s) Initials: Date: _____

PROPERTY ADDRESS: 200 West Church Street, Galion, OH 44833

Listing Office: Craig A Miley Realty & Auction

Selling Office:

Agent: Marilyn Miley

Ph: 419-512-6297

Agent:

Ph:

Listing Agent License # 375061

Selling Agent License #

E-Mail Address mileyrealty@rroho.com

E-Mail Address

Listing Broker License # 441274

Selling Broker License #

PURCHASER(S):

Charles Lee Smith

(Printed Name)

ADDRESS: 110 W Sandusky Street

Charles Smith

(Signature)

6/13/19

(Date/Time)

Fredericktown, OH 43019

(Printed Name)

740 627 1552

(Phone)

(Signature)

(Date/Time)

WITNESS:

Current E-Mail Address:

23. ACTION BY SELLER(S): The undersigned Seller has read and fully understands the foregoing offer and hereby, on _____, ☐ accepts said offer and agrees to convey the real estate according to the terms and conditions, ☐ rejects said offer, ☐ counter offers according to the modifications initiated by Seller, which counteroffer shall become null and void if not accepted in writing on or before 11:59 p.m. Ohio time _____, or ☐ counter offers according to the terms as outlined on the attached counter offer addendum dated _____.

SELLER(S):

James Grubbs

(Printed Name)

ADDRESS:

(Signature)

(Date/Time)

(Printed Name)

(Phone)

(Signature)

(Date/Time)

WITNESS:

Current E-Mail Address: grubbs.james@galionschools.org

Deposit Receipt: Receipt is hereby acknowledged, as trustee of the funds to all parties, of \$_____

☐ Cash, ☐ Check, or ☐ Note, subject to the terms of the above agreement.

By:

(Selling Agent)

Date:

Purchaser(s) Initials: *CLS*

Date: 6/13/19

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Seller(s) Initials:

Date: