



STATE OF OHIO  
DEPARTMENT OF COMMERCE

Eff. 6/2022

**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 EL Date 4/6/20  
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: 324 BOSTON AVE, ELYRIA, OH 44035

Owners Name(s): EVELYN F. LEWIS

Date: 4/6/20

Owner [ ] is [X] is not occupying the property. If owner is occupying the property, since what date: 3/2020
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):

- [X] Public Water Service [ ] Holding Tank [ ] Unknown
[ ] Private Water Service [ ] Cistern [ ] Other
[ ] Private Well [ ] Spring
[ ] Shared Well [ ] Pond

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [ ] Yes
No [X] 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) [X] Yes [ ] No
B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- [X] Public Sewer [ ] Private Sewer [ ] Septic Tank
[ ] Leach Field [ ] Aeration Tank [ ] Filtration Bed
[ ] Unknown [ ] Other

If not a public or private sewer, date of last inspection: Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property?
[X] Yes [ ] No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): approx 10 yrs ago installed sub pump sence.

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 [X] 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 [X] No
If "Yes", please describe and indicate any repairs completed:

Owner's Initials EL Date 4/6/20
Owner's Initials Date

Purchaser's Initials Date
Purchaser's Initials Date

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

**324 BOSTON AVE, ELYRIA, OH 44035**

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): I filled one crack

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 checked="" type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. If "Yes", indicate level of gas if known	_____		
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input checked="" 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 EL Date 4/16/20

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

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

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

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

324 BOSTON AVE, ELYRIA, OH 44035

**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?  Yes  No

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

**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/HOME OWNERS ASSOCIATION:** Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property?  Yes  No

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

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

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

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property?  Yes  No

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

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

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

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc.  Yes  No

If "Yes", please describe (amount) \_\_\_\_\_

**M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS:** Do you know of any of the following conditions affecting the property?

- |                           | Yes                      | No                                  |   | Yes                      | No                                  |
|---------------------------|--------------------------|-------------------------------------|---|--------------------------|-------------------------------------|
| 1) Boundary Agreement     | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4) Shared Driveway                            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2) Boundary Dispute       | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5) Party Walls                                | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3) Recent Boundary Change | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6) Encroachments From or on Adjacent Property | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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:

NONE

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 Initial EL Date 4/6/20

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

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

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

**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: Evelyn Lewis DATE: 4/6/20  
EVELYN F. LEWIS

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: \_\_\_\_\_



Department  
of Commerce

Division of Real Estate  
& Professional Licensing

## 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-I.pdf?O3CFjmPr1Ft\\_ogVb7OhX4ZDPu7fYky8Q](https://www.cpsc.gov/s3fs-public/An-Update-On-Formaldehyde-725-I.pdf?O3CFjmPr1Ft_ogVb7OhX4ZDPu7fYky8Q)

*XEL* *qfubn*



DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT  
LEAD-BASED PAINT AND 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 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. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**SELLER'S DISCLOSURE (Seller(s) initials are required.)**

- (a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):
  - (i) \_\_\_\_\_ Known lead-based paint and /or lead-based paint hazards are present in the housing. Describe what is known: \_\_\_\_\_
  - (j) EL 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 (initial (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) EL Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.

**PURCHASER'S ACKNOWLEDGMENT (Purchaser has (initial (i) or (ii) below):**

- (c) Purchaser has (initial (i) or (ii) below):
  - (i) \_\_\_\_\_ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards. In the housing listed above.
  - (ii) \_\_\_\_\_ not received copies of all records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.
- (d) \_\_\_\_\_ (initial) Purchaser has received the pamphlet "Protect Your Family from Lead in Your Home."

**AGENT'S ACKNOWLEDGMENT (initial or enter N/A if not applicable)**

- (e) AB Seller's Agent has informed the Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.
- (f) \_\_\_\_\_ Purchaser's Agent has informed the Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.<sup>1</sup>

**CERTIFICATION OF ACCURACY:** The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Evelyn Lewis 4/6/20  
SELLER EVELYN F. LEWIS DATE

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

\_\_\_\_\_  
SELLER DATE  
Bobbie Burey 4/6/20  
Seller's AGENT BOBBIE BUREY, BUREY TEAM DATE

\_\_\_\_\_  
PURCHASER DATE  
\_\_\_\_\_  
Purchaser's AGENT DATE

<sup>1</sup> Only required if the Purchaser's agent receives compensation from the Seller.

PROPERTY INFORMATION SHEET FOR PROPERTY AT: 324 BOSTON AVE

ELYRIA, OH 44035

Age of Components:

Roof 38 yrs approx <sup>wife!</sup> Furnace 38 yrs approx A/C       
Septic      H2O Tank      Windows     

Any Other Upgrades:     

What Appliances Stay?

Dishwasher      Refrigerator      Washer      Other     

Range (Gas/Electric)      Microwave      Dryer (Gas/Electric)     

Open Houses Requested      Yes      No      Up to Agent

Utilities	Company	Aver. Monthly Cost	Telephone
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Heat     

Electric Ohio Edison

Water/Sewer City of Elyria

Trash Pickup Day     

Association Fee     

what is included in fee N/A

How often paid     

Taxes, does Homestead Act apply     

Seller Signature Evelyn Lewis Date 4/16/20

Seller Signature      Date     

Howard Hanna

Bobbie Burey, Andrew Pennell, Burey Team, Realtor

**Howard Hanna**  
**Consumer Guide to Agency Relationships**

Howard Hanna Real Estate Services is required by Ohio law to provide you with certain information about how real estate agents work and to have you acknowledge receipt of this information. **THIS IS NOT A CONTRACT AND DOES NOT OBLIGATE YOU TO HOWARD HANNA IN ANY WAY.**

We are pleased that you have selected us to help you with your real estate needs. Whether you are selling, buying, or leasing real estate, Howard Hanna will provide you with the highest standards of expertise and assistance. Because buying or selling a home may be your largest financial transaction, it is important to understand the roles of the agents and brokers with whom you will be working. The information below explains how brokerages and agents work for buyers and sellers in real estate transactions. For more information on agency law in Ohio, you also may contact the Ohio Division of Real Estate and Professional Licensing at (614) 466-4100 or at [www.com.ohio.gov](http://www.com.ohio.gov).

**Seller Agency:** Most sellers choose to list their homes for sale with a real estate brokerage. When they choose this option, they sign a listing agreement that authorizes the brokerage and the seller's agent to represent their interests. As such, the brokerage and seller's 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 that they handle in the transaction. Howard Hanna does not offer subagency, which means that it does not authorize any agents to act on a seller's behalf unless the seller specifically appoints that agent. Seller agents' fees and commissions are not set by law, are fully negotiable, and may be paid by the seller, the buyer, and/or a third party. As a seller, if you agree to pay some or all of a buyer broker's compensation, that does not mean that you will be represented by that brokerage.

**Buyer Agency:** Buyers may choose to work with a real estate agent, who will represent them in the transaction as well. This is known as buyer agency. When they choose this option, they sign a buyer agency agreement that authorizes a brokerage and a buyer's agent to represent their interests. As such, the brokerage and buyer's agent must: 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 that they handle in the transaction. Buyers are advised that sellers and their agents are not obligated to keep confidential the existence, terms or conditions of a buyer's offer. Buyer agents are compensated for their services. Buyer agents' fees and commissions are not set by law, are fully negotiable, and may be paid by the seller, the buyer, and/or a third party. If a seller agrees to compensate the buyer for their buyer broker services, the buyer's agent and brokerage must still protect the buyer's interests.

**Dual Agency:** If the same agent and brokerage represent both the seller and the buyer in a transaction, it is referred to as dual agency. When a brokerage and its agent become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the other client, nor disclose any confidential information to the other party without written consent.

**Split Agency:** If the seller and the buyer are represented by two different agents from the same brokerage, each agent will represent the best interests of their respective clients. When this 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 the position of one client over another. The brokerage also will protect the confidential information of both parties.

**Working with Howard Hanna:** Howard Hanna represents both buyers and sellers. Therefore, it is possible for one agent to represent a buyer who wishes to purchase property listed with another Howard Hanna agent (split agency). If this occurs, then each agent will represent their own client, but Howard Hanna and its managers will act as dual agents. This means that the brokerage and its managers will maintain a neutral position and not take any action that favors one client over the other. Howard Hanna will supervise both agents to ensure that their respective clients are represented and will protect each party's confidential information.

If the buyer and seller are represented by the same agent, then that agent and Howard Hanna 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 parties' direction, and help the parties to understand their contractual obligations. 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, then you will be asked to consent to it in writing. If you do not agree to dual agency, then you may ask for another agent in Howard Hanna to represent you, or you may seek representation from an attorney or another brokerage.

As a buyer, you may choose to represent yourself on properties that Howard Hanna has listed. In this case, Howard Hanna will represent the seller and you would represent your own best interests. However, the listing agent will still be able to provide you with non-confidential information, prepare and present offers at your direction, and assist in the closing process. 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.

A Howard Hanna licensee who hosts an open house on behalf of a Howard Hanna seller's agent is considered the "host," and not the seller's agent, unless otherwise agreed to in writing or required by law.

**Disclaimer:** Howard Hanna 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 listing 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:** Broker fees and commissions are not set by law, are fully negotiable, and may be paid by the seller, the buyer, and/or a third party. As a seller, if you agree to pay some or all of a buyer broker's compensation, that does not mean that you will be represented by that brokerage. Instead, the buyer's brokerage and agent are obligated to represent the buyer's interests, while Howard Hanna represents your interests as the seller. If another Howard Hanna agent is acting as a buyer's agent, Howard Hanna may accept compensation you offer to compensate that Howard Hanna buyer's agent.

**Compensation for Brokerage Services:** If you are a seller represented by Howard Hanna, at closing you will pay listing compensation as described in your Exclusive Right to Sell Agreement and any buyer broker compensation agreed to in writing. This compensation typically consists of both a Broker flat fee (\$399) and a percentage of the purchase price. The percentage component is paid to Howard Hanna and will be shared with your individual agent. The flat fee amount is retained by Howard Hanna. Both components are for the general brokerage services Howard Hanna provides to you as the seller. If you are a buyer represented by Howard Hanna, you will owe a buyer broker compensation as described in your Exclusive Buyer Representation Agreement. The compensation for buyer broker services consists of both a Broker flat fee (\$399) and a percentage of the purchase price. Buyer broker fees and commissions are not set by law, are fully negotiable, and may be paid by the seller, the buyer, and/or a third party. Howard Hanna shares the percentage component with your individual agent and the flat fee is retained by Howard Hanna. Both components are for the general brokerage services Howard Hanna provides to you as the buyer.

**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, a practice known as "blockbusting." In addition to state and federal fair housing laws, many Ohio cities, municipalities, villages, and townships may also have additional fair housing laws. Real estate licensees are not attorneys and cannot provide you with legal advice. Sellers are advised to consult with an attorney.

We hope that you find this information helpful 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 brokerage(s). Please ask questions if there is anything that you do not understand. Because it is important that you have this information, Ohio law requires that we ask you to acknowledge receipt of this Consumer Guide. Your "*Acknowledgment of Receipt*" of this Consumer Guide is not a contract and does not obligate you to Howard Hanna in any way.

*I/we hereby acknowledge receipt of Howard Hanna's Consumer Guide to Agency Relationships.*

**EVELYN F. LEWIS**

Name (please print)

  
Signature

Date

Name (please print)

Signature

Date

**BOBBIE BUREY, BUREY TEAM**

REALTOR® Name (please print)

Client(s) Phone Number / Email Address

## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Names:

Date:

Property: **324 BOSTON AVE, ELYRIA, OH 44035**

Company: **HOWARD HANNA**

This is to give you notice that the above Company, has a business relationship with some or all of the settlement service providers listed below. The nature of the relationship is that: 1) Hanna Holdings, Inc., the parent company of the above Company, directly or indirectly owns a portion or all of each business listed below; or 2) certain officers of the Company and Hanna Holdings hold an ownership interest in the settlement service provider, as noted below. The percentage of common ownership interest for each company, and the state(s) where each company does business, are indicated in the table below. Because of these relationships, this referral may provide the Company, or certain of its officers, with a financial or other benefit.

Furthermore, this is to give you notice that **BOBBIE BUREY, BUREY TEAM** [name of referring agent] owns less than a 3% indirect interest in ETS. Because of this financial relationship, a referral to ETS may provide Agent a financial or other benefit.

Set forth below on p. 3 is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for settlement of your loan on, or purchase, sale, or refinance of, the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

SECTION A: Loan Settlement / Title Insurance / Escrow	
Barristers Land Abstract Company (100%) (PA, MI)	Barristers of Ohio, LLC dba: Erie Title (41.38%) (OH)
Heritage Title LTD. dba: Barristers of Virginia (100%) (VA, NC)	Cardinal Title Center LLC (10.84%) (NC)
CST Holdco Abstract, LLC. dba Coach Title Insurance Agency (60%) (NY)	Hudson United Title Services LLC (65%) (NY, NJ)
Master Title Agency, LLC (60%) (NC)	Millennium Title Agency, Ltd. (45.9%) (OH)
Metropolis Title Services, LLC. (65%) (NY, NJ)	Erie Commercial Title Services LLC (44.10%) Erie Commercial Title Premier, LLC (24.50%)
ST Associates Title Agency AKA: St Associates (6.28%) (OH)	ETI Title Services LLC. (49.90%) (OH, TN)
Erie Title Select, LLC. (24.82%) (OH)	First Ohio Title Insurance Agency LTD AKA: First Ohio Title (12.54%) (OH)
Title Services LP (25%) (IN)	

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<b>SECTION B: Property /Hazard / Flood Insurance</b>	
Howard Hanna Insurance Services, Inc. (100%) (PA, AZ, FL, IN, MD, MI, NC, NJ, NY, OH, VA, WV)	Howard Hanna Insurance Services, Inc. of Ohio DBA Howard Hanna Insurance Services, Inc. (100%) (OH)
Howard Hanna Michigan Insurance Services, Inc. dba Howard Hanna Insurance Services (100%) (MI)	Howard Hanna Virginia Insurance Services, Inc. dba Howard Hanna Insurance Services (100%) (VA)
Howard Hanna North Carolina Insurance Services, Inc. dba Howard Hanna Insurance Services (100%) (NC)	Howard Hanna New York Insurance Services, Inc. dba Howard Hanna Insurance Services (100%) (NY)
Hudson United Insurance Services LLC. (65%) (NY, NJ, CT))	Hudson United Insurance Services, LLC dba Howard Hanna Insurance Agency (65%) (NY, NJ, CT)
Allen Tate Insurance Services of South Carolina, LLC dba Howard Hanna Insurance Services (60%) SC	Allen Tate Insurance Services, LLC dba Howard Hanna Insurance Services (60%) (NC, SC)
<b>SECTION C: Mortgage Services</b>	
Howard Hanna Financial Services, Inc. (100%) (PA, OH, MI, NC, SC, IN, FL, WV)	1 <sup>st</sup> Priority Mortgage, Inc. (100%) (NY, CT, NJ, PA, FL)
Towne Mortgage, LLC (80%) (VA, NC)	
<b>SECTION D: Real Estate Brokerage Services</b>	
Howard Hanna Company dba Howard Hanna Real Estate Services (100%) (PA)	Smythe, Cramer Co. dba Howard Hanna Real Estate Services (100%) (OH)
The Edward Surovell Company dba Howard Hanna Real Estate Services (100%) (MI)	William E. Wood and Associates, Inc. dba Howard Hanna Real Estate Services (100%) (VA, NC)
Howard Hanna Rochester, Inc dba Howard Hanna Real Estate Services (100%) (NY)	Howard Hanna Capital Inc. dba Howard Hanna Real Estate Services (100%) (NY)
Howard Hanna CNY Inc. dba Howard Hanna Real Estate Services (100%) (NY)	Howard Hanna S. Tier Inc. dba Howard Hanna Real Estate Services (100%) (NY)
Howard Hanna WNY Inc. dba Howard Hanna Real Estate Services (100%) (NY)	Hanna Commercial, LLC. (90%) (OH)
Langholz Wilson Ellis, Inc. d/b/a Hanna Langholz Wilson Ellis (100%) (PA, WV)	HER LLC. dba Howard Hanna Real Estate Services (38%) (OH)
Allen Tate Real Estate, LLC dba: Howard Hanna Allen Tate Real Estate (60%) (NC, SC)	BSI, LLC. (60%) (NC, SC)
RWSP Realty, LLC. (65%) (NY, NJ, CT)	Beverly Hanks & Associates, LLC dba: Howard Hanna Beverly-Hanks Real Estate (60%) (NC, SC)
F.C. Tucker LLC. (60%) (IN)	Real Estate Referral Network of the Carolinas LLC. (60%) (NC, SC)
Coach Holdco, LLC. (60%) (NY)	Western North Carolina Referral Services, LLC. (60%) (NC, SC)
Rand Referrals, LLC. (65%) (NY, CT, NJ)	USA Referrals Inc. (100%) (NY)
William E Wood, Inc (100%) (VA, NC)	Hanna Relocation Associates, Inc. (100%) (PA, OH, MI)
Tucker Referrals LLC (60%) (IN)	Referrals Inc. (100%) (OH)

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**SECTION E: Other Service Providers**

Gamma Appraisal Services (0%) *	Great Lakes Field Services, LLC (49%) (OH & PA)
Homegard LLC. (93.61%) (OH) (Home Warranty)	Blum & Associates, LLC (0%) ** (Law Firm) (OH)

\* Hanna Holdings has no ownership interest Gamma Appraisal Services, but, an officer of the Company and Hanna Holdings has a 100% ownership interest in this entity.

\*\* Hanna Holdings has no ownership interest in Blum & Associates, LLC, but F. Duffy Hanna, an officer of some of the providers listed herein (which is also owned by Hanna Holdings, Inc.) and Monica Russell, General Counsel of Barristers of Ohio, LLC dba: Erie Title, have a business relationship with Blum & Associates, LLC (B&A), which is a law firm. F. Duffy Hanna owns 60% of B&A and Monica Russell owns 10% of B&A. Because of this financial relationship, a referral to B&A may provide F. Duffy Hanna and Monica Russell a financial or other benefit.

PROVIDER	SETTLEMENT SERVICE Items payable in connection with the loan	ESTIMATED RANGE OF CHARGES
Providers listed in <u>Section A</u> above	Settlement Fees, including Document Preparation, Title Search, Abstract, Exam, Escrow Fees, Endorsements, Municipal Fees and other Closing Fees  Title Insurance Charges	\$175-\$2,000 Fees vary depending on transaction type and state  See Title Insurance Chart below
Providers listed in <u>Section B</u> above	Property/Hazard Insurance	\$575-\$15,000 plus per year; charges may vary based on coverage requested and other factors including multi-unit properties. Flood Insurance is not included in this estimate but may be available for an additional fee and may be Company required.
Providers listed in <u>Section C</u> above	Loan Origination Fee Discount Points Commitment Fee Broker Fee (if applicable) Loan Administration/ Application Fee Advance Equity fee Processing Fee Document Prep Fee Underwriting Fee	0-1.5% of loan amount 0-6% of loan amount 0-1% of loan amount 0-2.75% of loan amount \$875 to \$2200 \$500 to \$1000 \$425 to \$750 \$325 to \$550 \$0 to \$1800
Providers listed in <u>Section D</u> above	Real Estate Brokerage Services	0%-10% of sales price
Providers listed in <u>Section E</u> above	Appraisal Fees Survey Costs Home Warranty Costs Attorney's Legal Documents	\$500 - \$2100 (may exceed for complex appraisal) \$160 - \$1000 \$400-\$900 \$125 - \$500

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**TITLE INSURANCE CHARGES**  
ESTIMATE OF RANGE OF CHARGES GENERALLY MADE BY PROVIDER

State	Sales Price	Premiums
CT	Lender's Policy Owner's Policy	Range: \$129.00 to \$5,894.00 for loans between \$25,000 to \$2,000,000 Lender's Policy \$22.00 to \$1900.00 if issued simultaneously with Owner's Policy Range: \$129.00 to \$6,429.00 for purchases between \$25,000 to \$2,000,000
FL	Lender's Policy Owner's Policy	Range: \$143.75 to \$7,575.00 for loans between \$25,000 to \$2,000,000 Lender's Policy \$25 if issued simultaneously with Owner's Policy. Range: \$143.75 to \$7575.00 for purchases between \$25,000 to \$2,000,000
IN	Lender's Policy Owner's Policy	Range: \$237.00 to \$2739.00 for loans between \$25,000 to \$1,000,000 Lender's Policy \$120 if issued simultaneously with Owner's Policy. Range: \$237.00 to \$2739.00 for purchases between \$25,000 to \$1,000,000
MI	Lender's Policy Owner's Policy	Range: \$345.80 to \$4,033.80 for loans between \$25,000 to \$2,000,000 Range: \$458.50 to \$6,896.00 for purchases between \$25,000 to \$2,000,000 Extended coverage available at additional cost.
NC	Lender's Policy Owner's Policy	Range: \$69.50 to \$3,261.00 for loans between \$25,000 to \$2,000,000 Lender's Policy \$28.50 if issued simultaneous with Owner's Policy Range: \$69.50 to \$3,261.00 for purchases between \$25,000 to \$2,000,000 Extended coverage available at additional cost.
NJ	Lender's Policy Owner's Policy	Range: \$200 to \$6,350.00 for loans between \$25,000 to \$2,000,000 Lender's Policy is \$25.00 if issued simultaneous with Owner's Policy Range: \$200.00 to \$6,350.00 for purchases between \$25,000 to \$2,000,000
NY	Lender's Policy Owner's Policy	Range: \$284.00 to \$13,515.00 for loans between \$25,000 to \$5,000,000 Lender's Policy is between \$85.20 to \$4054.50 if simultaneous with Owners Policy Range: \$288.00 to \$16,248.00 for purchases between \$25,000 to \$5,000,000
OH	Lender's Policy Owner's Policy	Range: \$150.00 to \$5,725.00 for loans between \$25,000 to \$2,000,000 Lender's Policy is \$150.00 if issued simultaneous with Owner's Policy Range: \$225.00 to \$7,175.00 for purchases between \$25,000 to \$2,000,000

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