



226 Boardman Canfield Rd.,
Boardman, OH 44512

Real Estate Brokers & Auctioneer:
J. Paul Basinger, Julie A. Cerneka

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected American Real Estate Specialists (“ARES”) to help you with your real estate needs. Whether you are selling, buying or leasing real estate, ARES can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website www.com.state.oh.us.

Representing Sellers

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

Representing Buyers

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

Dual Agency

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

Representing Both the Buyer & Seller

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

Working With ARES

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



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: 5796 Calloway Circle, Austintown, OH 44515

Buyer(s): _____

Seller(s): Carol Pauschert

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 J. Paul Basinger/Julie A. Cerneka, and American Real Estate Specialists
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 principal 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) _____ and real estate brokerage _____ 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.

BUYER/TENANT _____ DATE _____

Carol Pauschert 11-17-23
SELLER/LANDLORD _____ DATE _____

BUYER/TENANT _____ 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 principal 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 principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal 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: attorney or to:



**Department
of Commerce**

Division of Real Estate
& Professional Licensing

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





226 Boardman Canfield Rd., Boardman, OH 44512

info@AmericanRESpecialists.com

Real Estate Brokers & Auctioneers:
 J. Paul Basinger, Julie A. Cerneka

Real Estate Agent: Richard Basinger

Company Policy Disclosure

For the property located at: 5796 Callaway Cir., Austintown, OH 44515

Cooperation & Compensation

It is the policy of American Real Estate Specialists to cooperate with all other brokerages on an equal and consistent basis. The brokerage and its agents will make its listings available to other brokerages to show, provide non-confidential information and present all written offers by other brokerages in a timely manner.

We will offer compensation to a buyer's brokers involved in this transaction in the amount of \$ _____ or 2% of offer.

At auction: 2% if sold at auction, prior to, or post auction (excluding buyer's premium). Broker/Agent must fill out a Broker Participation form with our firm to qualify and submit it to our office **PRIOR TO CLIENT BIDDING AND NO LATER THAN 48 hours** prior to the close of the auction. Commission is paid on base offer excluding any buyer's premium (where applicable) and less Seller allowances/pre-pays and/or closing costs paid for by Seller.

Traditional Real Estate Listing: 2.5% of contract price excluding Seller allowances/pre-pays.

When we act as a buyer's agent, we will also accept compensation offered by the listing broker through the MLS.

Types of Agents

It is possible for other agents within American Real Estate Specialists to act as a dual agent, buyer's agent or seller's agent on the same transaction.

American Real Estate Specialists does not recognize sub-agency.

Representation

A buyer's agent represents the buyer's interests, even if the seller's agent or seller compensates the buyer's agent.

Dual Agency

It is possible for an agent to act as a dual agent. In this situation you can:

- Consent to the dual agency by signing the Dual Agency Disclosure,
- Exercise your rights under the law and as stated in the Agency Disclosure Statement, or
- Consent to another agent in our agency representing you or the other party.

Receipt of Agency Policy

I hereby acknowledge that I have received the Company Policy Disclosure of American Real Estate Specialists.

x Carol Pauschert 11-13-23
 Client (Seller) Carol Pauschert Date

 Client (Buyer) Date

 Client (Seller) Date

 Client (Buyer) Date

Broker/Auctioneer: J. Paul Basinger Date

 Agent Date

Julie A. Cerneka dotloop verified
 11/13/23 9:53 AM EST
 NMBQ-ZUW2-XZEM-Z67L

Broker/Auctioneer: Julie A. Cerneka Date



Associated Federal Abstract & Escrow Agency, Inc.

1040 South Commons Place, Suite 200
Youngstown, Ohio 44514

Affiliated Business Arrangement Disclosure

Date: 11-13-2023

To: Carol Pauschert

Property Address: 5796 Calloway Cir., Austintown, OH 44515

This is to give notice that **J. Paul Basinger** has a business relationship with **Associated Federal Abstract & Escrow Agency, Inc.** **J. Paul Basinger** has an ownership interest as a Member in the amount of 2.5641%. Because of this relationship, this referral may provide him a financial or other benefit.

Set forth below are the estimated charges or range of charges for the settlement services listed. You are NOT required to use Associated Federal Abstract & Escrow Agency, Inc. as a condition of the 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.**

Associated Federal Abstract & Escrow Agency, Inc. provides excellent service at competitive rates. Standard fees include:

Title Insurance Premium	As regulated by the State of Ohio
Title Insurance Endorsements	As regulated by the State of Ohio
Abstract/Title Search	\$300.00
Title Insurance Binder	\$100.00
Settlement/Closing Fee	\$250.00-350.00

Acknowledgement

I/We have read this disclosure form and understand that **J. Paul Basinger** is referring me/us to purchase the above-described title insurance/settlement services from **Associated Federal Abstract & Escrow Agency, Inc.** and may receive a financial or other benefit as a result of this referral.

_____ Buyer/Borrower	_____ Date	<i>x Carol Pauschert</i> Seller	<i>11-13-23</i> Date
_____ Buyer/Borrower	_____ Date	_____ Seller	_____ Date
_____ Buyer/Borrower	_____ Date	_____ Seller	_____ Date
_____ Buyer/Borrower	_____ Date	_____ Seller	_____ Date



RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. **POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).**

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials C.P Date 11-19-23
Owner's Initials _____ Date _____

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____



RESIDENTIAL PROPERTY DISCLOSURE FORM

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

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 5796 Calloway Circle., Austintown, OH 44515

Owners Name(s): Carol Pauschert

Date: Nov. 13, 2023

Owner [X] is [] is not occupying the property. If owner is occupying the property, since what date: 1993
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?
Yes [] No [X] 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 [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 CP Date 11/13/23
Owner's Initials Date

Purchaser's Initials Date
Purchaser's Initials Date

Property Address 5796 Calloway Cir., Austintown, OH 44515

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 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 type="checkbox"/>	<input checked="" 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 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 C.P Date 11-13-23
Owner's Initials _____ Date _____

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address 5796 Calloway Cir., Austintown, OH 44515

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/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: Condo fees increasing to \$215/mo.
Auditor will be increasing tax value to \$114,000.

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) Condo fees increasing to \$215/mo.

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

1) Boundary Agreement Yes No

2) Boundary Dispute Yes No

3) Recent Boundary Change Yes No

4) Shared Driveway Yes No

5) Party Walls Yes No

6) Encroachments From or on Adjacent Property Yes No

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

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

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

Owner's Initials C.P Date 11-13-23

Owner's Initials _____ Date _____

Purchaser's Initials _____ Date _____

Purchaser's Initials _____ Date _____

Property Address 5796 Calloway Cir., Austintown, OH 44515

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.

X OWNER: Carol Pauschert DATE: 7-3-23-
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.

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: _____



226 Boardman-Canfield Rd.
Boardman, OH 44512

Real Estate Brokers & Auctioneers:
J. Paul Basinger, Julie A. Cerneka
info@AmericanRESpecialists.com



AUCTION REAL ESTATE PURCHASE CONTRACT
THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.



1. **BUYER(S):** The undersigned Buyer(s) _____ offers to buy the following:
 2. **PROPERTY** located in the County of _____ City/Township of _____ and further known as (address) _____ Ohio, Zip _____

Permanent Parcel No. _____ The property which PURCHASER accepts in its PRESENT CONDITION, shall include the land, all appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are now on the property; all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and control unit, smoke alarms/detectors, garage door opener and all controls, and all permanently attached carpeting.

The following items shall also remain (check all applicable items):

- | | | | |
|--|--|---|---|
| <input checked="" type="checkbox"/> range & oven | <input type="checkbox"/> window/wall air conditioner | <input type="checkbox"/> water conditioning equipment (unless leased) | <input type="checkbox"/> invisible fence/controls |
| <input checked="" type="checkbox"/> refrigerator | <input type="checkbox"/> gas grill | <input type="checkbox"/> satellite dish and all controls (unless leased) | <input type="checkbox"/> ALSO INCLUDED: |
| <input checked="" type="checkbox"/> dishwasher | <input checked="" type="checkbox"/> existing window treatments | <input type="checkbox"/> all heating fuel less normal depletion | <input type="checkbox"/> NOT INCLUDED: |
| <input type="checkbox"/> washer | <input checked="" type="checkbox"/> ceiling fan(s) (if any) | <input type="checkbox"/> security systems and controls (unless leased) | <input checked="" type="checkbox"/> Personal property scheduled for auction |
| <input type="checkbox"/> dryer | <input type="checkbox"/> wood burner stove inserts | <input type="checkbox"/> fireplace tools, screen, doors, grate & gas logs | |
| <input type="checkbox"/> microwave | <input type="checkbox"/> hot tub | <input type="checkbox"/> shed | |

3. **PRICE:** The purchase price shall be: Base Price/Auction Bid: \$ _____
 + 10% Buyers Premium \$ _____
TOTAL CONTRACT PRICE \$ _____

(a.) Earnest money **paid to AMERICAN REAL ESTATE SPECIALISTS** to be deposited upon Seller's acceptance in the trust account of the listing broker and credited against purchase price. See Paragraph #17 for return of earnest money.

WIRE TRANSFER _____ \$ 7,500.00

(b.) Down payment at date of closing (insert dollar amount or percentage (%) of purchase price.) \$ _____

(c.) Remaining balance due at date of closing (insert dollar amount or percentage (%) of purchase price.) \$ _____

(d.) This offer is **NOT CONTINGENT** upon Buyer obtaining financing
 () CONVENTIONAL () CASH () OTHER _____

4. **ADDITIONAL AGREEMENTS AND CONTINGENCIES:** 1. Any personal property or refuse remaining on the premises at time of transfer is the sole responsibility of the new buyer(s). _____

5. **APPLICATION:** Buyer shall make a loan application within 3 calendar days after acceptance of offer. Buyer shall pay all nominal closing costs associated with such approved loan. Seller will pay only escrow agent cash closing fees.

6. **EVIDENCE OF TITLE:** For each parcel of real estate to be conveyed the Seller shall furnish a Title Guarantee Policy at Seller's expense in the amount of the total purchase price. Seller shall pay for the costs of the title search/examination as well as one half the premium cost of the Owner's Policy of Title Insurance based on the purchase price. All other title insurance costs and expenses shall be paid by the Buyer. Such title evidence shall be prepared and issued by Youngstown Land Title Agency.
 If title to all or part of the parcels to be conveyed is found defective and said defect cannot be remedied by the Seller within thirty (30) calendar days after written notice thereof, or Seller is unable to obtain title insurance against said defect, the amount of the deposit, if any, shall be refunded to the Buyer forthwith, and this agreement shall be null and void.

7. **DEED:** Seller shall convey to Buyer marketable title in fee simple by transferable and recordable general warranty deed at Seller's expense with the release of dower, if any, or fiduciary deed, as appropriate free and clear of all liens and encumbrances, but subject to conditions, restrictions, and easements of record.

TITLE TAKEN IN THE NAME OF: _____

8. **TAXES & ASSESSMENTS:** To be prorated as of the time of contract, the deed based on the last available tax duplicate. If no tax duplicate exists, escrow officer will use applicable tax rate based on 35% of the sales price. When a building is involved and land tax only is assessed, the Buyer and Seller will agree to the tax proration within (10) calendar days of acceptance based on 35% of the sales price.

Buyer Initials _____ Date _____ Seller Initials CP Date 11-13-23

Agricultural Tax Recoupment (CAUV), if applicable, to be paid by the Seller at closing. County transfer tax will be paid by Seller. If a special assessment is being paid in installments, those installments due and unpaid at the time of the closing shall be paid by the Seller. Buyer agrees to assume and pay all remaining installments. Seller has not received notice of future assessable improvements unless otherwise noted

9. **RENTALS, INTEREST, CONDOMINIUM CHARGES, INSURANCE, UTILITIES AND SECURITY DEPOSITS.** Adjustments/proration shall be made through date of contract for (a) rentals; (b) interest on any mortgage assumed by Buyer; (c) condominium or other association periodic charges, and (d) transferable policies if Buyer so elects. Seller shall pay, through date of possession, all accrued utility charges and any other charges. Security deposits shall be transferred to Buyer. IT IS THE BUYERS RESPONSIBILITY TO INQUIRE ABOUT THE STATUS OF ANY UNPAID BILLS THAT ARE OR CAN BECOME A LIEN.

10. **DAMAGE OR DESTRUCTION OF PROPERTY.** Risk of loss in the real estate and appurtenances shall be borne by Seller until closing provided any property covered by this contract shall be substantially damaged or destroyed before this transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the property, or (b) rescind the contract, and thereby release all parties from liability hereunder, by giving written notice to Seller and Broker within ten (10) calendar days after Buyer has written notice of such damage or destruction. Earnest money to be released pursuant to paragraph 17. Failure by Buyer to so notify Seller and Broker shall constitute an election to proceed with the transaction.

11. **RESIDENTIAL PROPERTY DISCLOSURE FORM** has been explained and (check applicable lines):

Buyer has reviewed and signed copy, attached

Not available from Seller

Contract is contingent upon Buyer review and signature within 24 hours of acceptance and Buyer retains 3 calendar days right of rescission

HUD-EPA Lead Based Paint Disclosure (Not required for construction after December 31, 1977)

Has been signed, copy of which is attached. Buyer acknowledges receipt of pamphlet "Protect Your Family From Lead in Your Home"

Not required by law

Ohio Sex Offender Registration and Notification requires local sheriff to provide written notice to certain members of the community if a sex offender resides in the area. Notice provided by sheriff is public record and is open to inspection under Ohio's Public Records law. Therefore, you can obtain information from a sheriff's office regarding the notices they have provided pursuant to Ohio's sex offender notification law.

The Seller certifies that he/she has not received notice pursuant to Ohio's sex offender notification law unless otherwise noted:

Buyer acknowledges that the information disclosed above may no longer be accurate and agrees to inquire with the local sheriff's office. If current information regarding the status of registered sex offenders in the area is desired, Buyer agrees to assume the responsibility to check with the local sheriff's office. Buyer is relying on their own inquiry with the local sheriff's office as to registered sex offenders in the area and is not relying on the Seller, or any real estate agent involved in the transaction.

12. **INSPECTION: THE BUYER(S) HEREBY ACKNOWLEDGE THAT THEY HAVE PURCHASED THE ABOVE-MENTIONED REAL ESTATE AT, PRIOR TO, or POST PUBLIC AUCTION AND ACCEPT IT IN ITS PRESENT, "AS IS" CONDITION WITH NO ADDITIONAL WARRANTIES OR GUARANTEES EXPRESSED OR IMPLIED AND THAT INSPECTION TIME WAS PROVIDED PRIOR TO OFFER OR AUCTION.** The subject property shall be delivered to Buyer in its present physical condition after examination by Buyer, such conditions to survive transfer of title. Buyer shall be given reasonable access to the premises prior to the scheduled auction for an accredited inspector employed by Buyer, at Buyer's sole expense, to conduct a MAJOR ELEMENT INSPECTION of the premises as to roof, basement, structure (exterior and interior), plumbing, furnace, heating and cooling systems, and electrical systems. Accredited inspector means a registered architect, professional engineer, contractor or professional home inspecting service. **Where applicable, any upgrades or repairs to the well and septic as required by the County Board of Health is the sole responsibility of the Buyer.** Offers made prior to the scheduled auction are not contingent upon the findings of the home inspection and Seller will not be obligated to make any repairs to the property.

13. **OTHER INSPECTIONS:** Buyer shall have, at their expense, the opportunity to have the premises inspected for radon gas and mold prior to the scheduled auction. In Mahoning and Columbiana County, a well inspection is required by the County Health Department and is paid for by the Seller, unless otherwise instructed in terms of sale. A septic inspection is required in Trumbull, Mahoning, and Columbiana Counties (see separate addendum if applicable). Offers made prior to the scheduled auction are not contingent upon the findings of the other inspections and Seller will not be obligated to make any repairs to the property.

14. **SURVEY:** A location survey to be paid by Seller Buyer.

15. **CONDITIONS OF PROPERTY:** Buyer has not relied upon any representation, warranties or statements about the property (including but not limited to its condition or use) unless otherwise disclosed by the Seller(s). Buyer assumes the responsibility to verify that the property is suitable or zoned for the intended use. Buyer acknowledges that Real Estate Agents have no expertise with respect to environmental matters and therefore cannot provide an opinion or statement on those issues.

16. **HOME WARRANTY PLAN:** () Accepts Paid by () Buyer Plan: _____
() Rejects () Seller

17. **EARNEST MONEY:** Buyer has deposited with listing Broker the sum receipted for below, which shall be non-refundable should the Buyer(s) fail to close on or before 3 p.m. of 30 days of accepted contract Broker shall deposit such amount into its trust account to be distributed as follows: (a) if Seller fails or refuses to perform, the deposit shall be returned, or (b) the deposit shall be applied to the purchase price, or (c) if Buyer fails or refuses to perform, the money deposited as aforesaid shall be retained by the Seller and Agent as damages. Said damages to be divided: ALL to Agent and NONE to Seller (until commission and all funds advanced are recuperated by

Buyer Initials _____ Date _____

Seller Initials CP Date 11-13-29

American Real Estate Specialists, then the balance to be dispersed to Seller). If Buyer fails to close by this time, the down-payment will be forfeited, or **AT THE SELLERS OPTION**, closing may be extended with the contract price, marketing fees, insurance, holding costs and taxes accruing at 10% per annum until closed.

18. **CONTRACT:** Acceptance of this offer constitutes a complete agreement binding upon and inuring to the benefit of Buyer and Seller and their respective heirs, successors, executors, administrators and assigns, and shall be deemed to contain all the terms and conditions agreed upon, there being no oral conditions, representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless reduced to writing and signed by both parties.

19. **MISCELLANEOUS:** Buyer has examined all property involved and, in making this offer, is relying solely upon such examination with reference to the condition, character and size of land and improvements and fixtures, if any. All provisions of this contract shall survive the closing. Parties acknowledge that Real Estate Agents may be entitled to additional compensation for ancillary services. Any word used in this offer and the acceptance thereof shall be construed to mean either singular or plural as indicated by the number of signatures hereto. In compliance with fair housing laws, no party shall in any manner discriminate against any Buyer or Buyers because of race, creed, sex, national origin, disability or familial status. **FACSIMILE TRANSMISSIONS** are an acceptable mode of communication in this transaction provided the facsimile is actually received during regular business hours or is preceded by a telephone call notifying the intended party that the facsimile is being transmitted.

20. **DURATION OF OFFER AND CLOSING:** This offer shall be open for acceptance until 6:30 PM _____
This contract shall be performed and this transaction closed within _____ calendar days after acceptance. Buyer and Seller must agree to an early closing in writing. Seller further agrees to pay the Brokerage fee per the listing contract and/or as amended in writing from the proceeds at closing.

21. **POSSESSION:** Seller shall deliver possession of the property to Buyer _____

22. **SETTLEMENT STATEMENTS:** The Buyer and Seller hereby agree that the Listing and Selling Brokerage Offices are to receive a copy of the settlement statement and authorize the escrow agent to provide each with a full and complete copy of the settlement statement.

IN WITNESS THEREOF, Seller and Buyer have signed this Agreement on the date or dates indicated below as to each.

Buyer (Signature)

Seller (Signature)

Buyer (Signature)

Seller (Signature)

Street Address

Street Address

City/State/Zip

City/State/Zip

Phone

Phone

Email Address

Email Address

BUYER'S AGENT INFORMATION

LISTING AGENT INFORMATION

Real Estate Brokerage Firm

American Real Estate Specialists

Real Estate Brokerage Firm

Office ID

1520

Office ID

Office Address

226 Boardman-Canfield Rd., Boardman, OH 44512

Office Address

Agent Name

Julie A. Cerneka

Agent Name

Agent License #

2004019129

Agent License #

Phone

330-519-1616

Phone

Email Address

Julie@AmericanRESpecialists.com

Email Address