



# 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: 1865 S. Turner Rd., Youngstown, OH 44515

Buyer(s): \_\_\_\_\_

Seller(s): William J. Lallo, Jr., POA for Barbara L. Lallo

## 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

William J. Lallo, Jr., POA for Barbara L. Lallo  
dotloop verified 05/17/24 11:42 AM EDT  
VZJF-8GGX-HQCM-UP9K

\_\_\_\_\_  
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:

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



**Department  
of Commerce**

Division of Real Estate  
& Professional Licensing





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:** 1865 S. Turner Rd., 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)

**Traditional Real Estate Listing:** 2% of contract price.

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.

 <small>dotloop verified 05/17/24 11:42 AM EDT 3QJP-ID5D-LEC6-5R55</small>		_____	_____
Client (Seller)	William J. Lallo, Jr., POA for Barbara L. Lallo	Date	Client (Buyer) _____ Date
Client (Seller)	_____	Date	Client (Buyer) _____ Date
 <small>dotloop verified 05/07/24 11:13 AM EDT 0W2B-9PXU-TPUP-U2RR</small>		_____	_____
Broker/Auctioneer:	J. Paul Basinger	Date	Agent _____ Date
Broker/Auctioneer:	Julie A. Cerneka	Date	

# HUD – EPA LEAD-BASED PAINT DISCLOSURE

This contract is NOT contingent upon a risk assessment or inspection of the property located at: 1865 S. Turner Rd., Youngstown, OH 44515 for the presence of lead based paint and/or lead-based paint hazards at the purchaser's expense until 9:00 pm on the tenth calendar day after ratification. Sells "As Is", "Where Is" (insert date 10-days after contract ratification or a date mutually agreed upon.)

This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option within -0- days after Delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Purchaser shall have -0- days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this contract shall become void. The Purchaser may remove this contingency at any time without cause.

**Intact lead-based paint that is in good condition is not necessarily a hazard.  
See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.**

**Lead Warning Statement:** Every purchaser of any interest in residential real property on which a residential dwelling as built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure (initial)**



(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

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

\_\_\_\_\_

\_\_\_\_\_



(b) Records and Reports available to the seller (check one below):

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

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

\_\_\_\_\_

\_\_\_\_\_

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

**Purchaser's Acknowledgement (initial)**

\_\_\_\_\_ (c) Purchaser has received copies of all information listed above.

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

\_\_\_\_\_ (e) Purchaser has (check one below)

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

**Agent's Acknowledgement (initial)**



(f) Agent has informed the seller of the seller's obligation under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure

**Certification of Accuracy:** The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

William J. Lello, Jr. FOM for Barbara L. Lello dotloop verified  
05/17/24 11:37 AM EDT  
KXH7-IM6Q-AARU-SXJ3

Date

Seller

Date

J. Basinger

dotloop verified  
05/16/24 4:14 PM EDT  
EEGO-CB42-1MSY-SZDV

Date

Purchaser

Date

Real Estate Broker – J. Paul Basinger

Date

Agent

Date

Real Estate Broker – Julie A. Cerneka

Date



# Associated Federal Abstract & Escrow Agency, Inc.

1040 South Commons Place, Suite 200  
Youngstown, Ohio 44514

## Affiliated Business Arrangement Disclosure

Date: 5/7/2024

To: William J. Lallo, Jr., POA for Barbara L. Lallo

Property Address: 1865 S. Turner Rd., 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.

<i>William J. Lallo, Jr., POA for Barbara L. Lallo</i>	dotloop verified 05/17/24 11:42 AM EDT RSTC-JAZT-FSDF-KFYD
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_____ Buyer/Borrower	_____ Date	_____ Seller	_____ Date
_____ Buyer/Borrower	_____ Date	_____ Seller	_____ Date
_____ Buyer/Borrower	_____ Date	_____ Seller	_____ Date
_____ Buyer/Borrower	_____ Date	_____ Seller	_____ Date



226 Boardman-Canfield Rd.,  
Boardman, OH 44512

Real Estate Broker & Auctioneer: J. Paul Basinger  
Real Estate Broker & Auctioneer: Julie A. Cerneka  
Real Estate Agent & Auctioneer: Rich Basinger

info@AmericanRESpecialists.com

### Exemption to the Residential Property Disclosure Form

Property Address 1865 S. Turner Rd., Austintown, OH 44515

Seller(s)/Owner(s) William J. Lallo, Jr., POA for Barbara L. Lallo

**The Seller(s)/Owner(s) are exempt from filling out the Residential Property Disclosure Form because of a**

Transfer pursuant to a court order.

Transfer by a lender.

Transfer by an executor, guardian or trustee. **Seller is acting as POA for the owner and has no actual knowledge of the condition of the house. Property is selling AS IS**

Transfer to a buyer who has lived in the property for at least one year immediately prior to the sale

Transfer from an owner who inherited the property and has not lived in the property within one year immediately prior to the sale.

Transfer by a government entity.

*William J. Lallo Jr., POA for Barbara L. Lallo*  
dotloop verified  
05/17/24 11:39 AM EDT  
L1GY-YTLZ-JKVO-3XSI

Owner

Buyer

Owner

Buyer

*J. Basinger*  
dotloop verified  
05/16/24 4:14 PM EDT  
BSXK-MK1B-DXPC-SRQC

Listing Agent

Selling Agent