



MLS# _____

1. **Appointment of Agent and Broker:** The undersigned Owner grants to Northwood Realty (Broker) the exclusive right to sell or lease the Property located at: 1446 US 224 Willard, Oh. 44809 44 commencing on Nov. 14, 20 22 and ending at midnight on April 7, 20 23 for the sum of \$ 245,000.- payable in cash upon closing or, for such other price or terms of exchange as Owner may agree to in writing.
2. **Brokerage Commission:** Owner agrees to pay ~~seven~~ ^{Six} percent (7%) of the sale price or ~~\$4,000, whichever is greater plus \$295.~~ ⁶ If the property is leased, the commission shall be \$ _____. Should a sale result from the lease, a commission as described above shall be paid to Broker.
3. **Agency Authorization and Instructions:** Broker will offer compensation to cooperating Brokers as agents of the Buyer at _____ % of the sale price or \$ _____, whichever is greater. No sub-agency will be established. Any exceptions to this compensation will be disclosed in writing. Owner reserves the right to reject any cooperating agent prior to revealing any confidential information or participating in any negotiations.
4. **Protection Period:** If this property is sold, leased, rented, or exchanged within 180 days from the expiration date to any person or entity with whom Broker has shown or negotiated during the term hereof, and of whom Owner has had written notice, Owner agrees to pay Broker a commission as stated above.
5. **Appointment of Licensees:** Owner agrees to delegate to listing agent the authority to appoint other licensees within the brokerage to represent Owner's interest. If an appointment is made Owner will be notified at the time of the appointment. Owner has the right to veto the appointment of any licensee.
6. **Owner Also Consents:** In the event of a sale or exchange of the property Owner agrees to: (a) Furnish a title policy, showing good and marketable title to said property and convey title with full covenants or warranty and release of dower. (b) Convey a marketable title by good and sufficient Deed of General Warranty or Fiduciary Deed if that is Owner's capacity with all dower rights released.
7. **Disclosure of Defects:** Owner, unless exempt, agrees to complete a State of Ohio Residential Property Disclosure Statement concerning the condition of the property. Owner acknowledges that Broker and its agent(s) have requested that the Property Disclosure Statement be completed as accurately and completely as possible with any and all known condition related items disclosed, and that any condition related items from previous home inspection reports, either from a failed contract or previous listing, must be disclosed. Owner agrees to hold the listing agent/brokerage harmless for any damages, including but not limited to, real or personal property damages, arising out of Owner's alleged failure to disclose, misrepresentation or concealment of any material defects with the property.
8. **Multiple Listing Service:** Owner hereby authorizes Broker to provide all information relating to this property and this agreement to any Multiple Listing Service to which Broker may belong. Owner agrees to hold Broker harmless from any and all claims resulting from inaccurate information provided by Owner. It is understood that the MLS exists to benefit its members. Owner authorizes Broker to advertise the listing, to list the property in the MLS subject to the Rules and Regulations of the MLS, to provide timely notice of status changes of the listing to the MLS, and to provide sales information including selling price to the MLS upon sale of the property. Broker is further authorized to place information about the Real Estate in any other informational service medium to advertise and promote the sale of the Real Estate. Owner gives consent to brokers to include information regarding the Real Estate in their advertising according to State of Ohio regulations and MLS rules through internet web sites. The history of listings via the informational service medium currently in use is available to others. Neither MLS nor the Broker has responsibility or liability for the dissemination of such information. Owner warrants this Listing Contract and associated worksheets, to the best of Owner's knowledge, to be correct and accurate. As a result, by agreeing to list with MLS, Owner grants permission to MLS and Broker to use this information, as they deem appropriate in their sole discretion.
9. **Signs and Access:** Broker is hereby authorized to place a "For Sale" or "For Lease" sign on property where appropriate and to remove all other signs. All agents and brokers authorized by Owner shall have access to the property at all reasonable times for the purpose of showing it.
10. **Lock Box:** At Broker's discretion, a lock box may be placed on the property for purpose of permitting key entry to the property. This entry will be permitted of Broker's agents, cooperating agents, and others such as inspectors or appraisers where entry is necessary to complete a sale and/or lease. Owner understands that in addition to real estate agents and brokers, licensed/certified appraisers, home inspectors and other professionals may have lockbox privileges via the MLS. Owner agrees that such authorized individuals may independently access their property via the lockbox without a real estate licensee present for purposes related to the marketing or sale of their property and/or a contract to purchase. Owner will be notified in advance when such authorized individuals will be entering their property. Owner also understands and agrees that the buyer may attend the appointment with the authorized individuals. Further, Owner agrees to hold the listing agent/brokerage and any buyer's agent/brokerage harmless for any damages, including but not limited to, real or personal property damages, loss, theft or injury to others that may occur while such individuals are at their property.

INL 11-7-22

Initial/Date

Initial/Date

11. **Electronic Surveillance Devices:** Owner ☐does ☐does not have surveillance equipment located on the property. Owner understands that under Ohio law the Owner cannot use electronic, mechanical or any other device to listen, record or otherwise acquire the content of the oral communications of other persons without the consent of at least one party to the communication. Owner agrees that if such surveillance device is present on the property that the Owner will turn off any audio feature of the equipment when other persons are present on the property. This applies to all showings, open houses, and any other appointments at which prospective purchasers, real estate licensees, inspectors, appraisers, contractors or others are on the property. Owner is advised to consult with an attorney regarding the use of such surveillance devices under Ohio law. Owner also agrees to indemnify, defend and hold the listing brokerage and its affiliated licensees harmless from and against any and all claims, demands, actions, losses, damages or judgments arising out of the Owner's use of surveillance devices.
12. **10K Program:** Please initial ☐AGREE ☐DISAGREE to participate in Broker's 10K Awards program. We agree to pay \$250.00 to Broker upon the closing of the sale of the subject property and disbursement of proceeds; we hereby authorize and direct the closing officer to disburse these funds at closing to Broker for this awards program. We agree that this \$250.00 is exclusive of the commission agreed upon in our Listing Agreement and shall be paid to Broker regardless of the terms and price of the contract we accept. We understand that the \$250.00 will be used in a cash drawing for the selling agents of the 48 eligible properties that are sold and closed with proceeds disbursed. Forty-one dollars and sixty-seven cents (\$41.67) of this \$250.00 will be used for promotional expenses (\$2,000 per drawing). A copy of rules and regulations are available upon request.
13. Owner grants Broker permission to share information and/or terms regarding this transaction to an appraisal company after closing (e.g., concessions)
14. Owner grants Broker permission to share photos on Social Media
15. Owner authorizes Broker to disclose the existence of offers or any potential offers to agents of potential buyers.
16. **Fair Housing:** It is illegal, pursuant to the Ohio Fair Housing Laws, 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.
17. **Additional Terms:** _____

THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.

Irvin N Leis
Print Owner Name

Print Owner Name

Irvin N Leis 11-7-22
Owner Signature Date

Owner Signature Date

1426 45 224 W. Harold
Print Owner Address City

Ohio 44890
State Zip

In consideration of the above, I agree to use my best efforts to find a purchaser and to submit the above described property to the MLS NOW.

NORTHWOOD REALTY SERVICES

By Chris Mast 11-7-22
Listing Agent for Broker Date
Mark R. Holt 11-7-22

Receipt of Consumer Guide

By signing below, I hereby acknowledge
that I have received the "Berkshire Hathaway
HomeServices Stouffer Realty
Consumer Guide".

Irvin N. Held

NAME (PLEASE PRINT)

Trin Feb 11-7-22

SIGNATURE

DATE

NAME (PLEASE PRINT)

SIGNATURE

DATE _____

Orus Mast

AGENT NAME (PLEASE PRINT)

11-7-22

AGENT SIGNATURE

1722

AGENT SIGNATURE

DATE _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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

Seller's Disclosure

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

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

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

(b) Records and reports available to the seller (check (i) or (ii) below):

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

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

Purchaser's Acknowledgment (initial)

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

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

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

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Irvin N Le'd 11-7-22
Seller Date

Seller Date

Purchaser
Mal Rant
Agent Date
11-7-22

Purchaser
Dus mart 11-7-22
Agent Date



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

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

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

OWNER INSTRUCTIONS

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

Owner's Initials INL Date 11-2-11
Owner's Initials _____ Date _____

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



STATE OF OHIO DEPARTMENT
OF COMMERCE

2013

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: 1446 45 224 Willard OH 44890

Owners Name(s): Irvin Nield

Date: 11-7-22, 2022

Owner ☐ is ☐ is not occupying the property. If owner is occupying the property, since what date: _____
If owner is not occupying the property, since what date: _____

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

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

- | | | |
|---|---------------------------------------|--------------------------------------|
| ☐ Public Water Service | ☐ 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 ☒ If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): _____

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) ☐ Yes ☐ No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- | | | |
|---------------------------------------|--|---|
| ☐ Public Sewer | ☐ 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 ☒ If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): _____

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? ☐ Yes ☒ No
If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): _____

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? ☐ Yes ☒ No
If "Yes", please describe and indicate any repairs completed: _____

Owner's Initials INL Date 11-7-22
Owner's Initials _____ Date _____

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

Property Address _____

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? ☐ Yes ☒ No

If "Yes", please describe and indicate any repairs completed: I don't know

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	☐	☒	☐	8) Water softener	☐	☒	☐
2) Plumbing (pipes)	☐	☒	☐	a. Is water softener leased?	☐	☒	☐
3) Central heating	☐	☒	☐	9) Security System	☐	☒	☐
4) Central Air conditioning	☐	☒	☐	a. Is security system leased?	☐	☐	☒
5) Sump pump	☐	☒	☐	10) Central vacuum	☐	☐	☒
6) Fireplace/chimney	☐	☒	☒	11) Built in appliances	☐	☐	☒
7) Lawn sprinkler	☐	☒	☐	12) Other mechanical systems	☐	☒	☐

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	☐	☐	☒
2) Asbestos	☐	☐	☒
3) Urea-Formaldehyde Foam Insulation	☐	☐	☒
4) Radon Gas	☐	☐	☒
a. If "Yes", indicate level of gas if known	_____	_____	_____
5) Other toxic or hazardous substances	☐	☐	☒

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 INL Date 11-7-11

Owner's Initials _____ Date _____

Purchaser's Initials _____ Date _____

Purchaser's Initials _____ Date _____

Property Address _____

I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? ☒ Yes ☐ No

If "Yes", please describe: Buried Tank by Meter pole

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:

Is the property located in a designated flood plain?

Yes	No	Unknown
☐	☒	☐

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?

☐	☒	☐
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K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? ☐ Yes ☒ No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? ☐ Yes ☒ No

If "Yes", please describe: _____

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

If "Yes", please describe: _____

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

If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____
List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

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

If "Yes", please describe (amount) _____

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

	Yes	No		Yes	No
1) Boundary Agreement	☐	☒	4) Shared Driveway	☐	☒
2) Boundary Dispute	☐	☒	5) Party Walls	☐	☒
3) Recent Boundary Change	☒	☐	6) Encroachments From or on Adjacent Property	☐	☒

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

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

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

Owner's Initials INL Date 11-7-22
Owner's Initials _____ Date _____

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

Property Address _____

CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER: Irvin Nheid DATE: 11-7-22

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: _____