

- Put in new carpets in bedrooms and upstairs
- Fix holes in the walls - drywall repair.
- Gut and redo both bathrooms. Install tub in ~~down~~ full bath.
- Fix drainage in yard. Was quoted \$9,000 to fix. 1/2 the year it's a swamp because of no drainage.
- Deep clean algae/mold on side of house.
- Replace Cella door
- Fix + Replace air intake vent covers. - Not attached to walls anymore.
- Stair banisters upstairs wiggle and not stable.



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SCHMIDT REALTY

EXCLUSIVE RIGHT TO SELL AGREEMENT



In consideration of your agreement (as evidenced by your signing below) to locate a Buyer for: **Property:**
located in County of ASHTABULA, Municipality of GENOVA,
School District of GENOVA LOCAL SCHOOLS Parcel Number(s) 300210010400 and 200210010500, further known
as (Street Address) 442 SECOND ST., GENOVA, Ohio (Zip Code) 44041.

(the "Property") the undersigned owner(s), herein referred to as "Seller", having the right and authorization to sell the Property, grants to Coldwell Banker Schmidt Realty ("Brokerage") the exclusive right to sell the Property commencing on the date this agreement is signed below and ending at midnight on 8/27/25 (date) (the "Exclusive Period") for the sum of \$ 129,900 payable in cash upon closing or for such other price or terms or exchange. At Seller's request(s), the Property will be marketed in the Multiple Listing Service (MLS) commencing on 2/28/25 (date).

LISTING BROKERAGE FEE: Seller agrees to pay the Brokerage a professional broker fee of 3 % of the selling price or \$, whichever is greater, plus an additional \$295 for a sale price up to \$500,000 or \$395 for a sale price above \$500,000, by irrevocable assignment through escrow at title transfer. Said professional broker fee is payable if the Property is sold or exchanged during the term of this Agreement or any extension hereof.

DUAL AGENCY: A situation may exist whereas the Brokerage also represents the Buyer in dual agency as described in the *Consumer Guide to Agency Relationships*. Seller agrees does not agree to Seller's licensed agent simultaneously working with Buyer as a dual agent.

UNREPRESENTED BUYER: If the Buyer is not represented by a Buyer Broker, then the listing Broker assumes additional liability and transactional responsibilities. In this case, the Listing Broker will not represent the Buyer but will facilitate the completion of necessary paperwork and ensure fair treatment of all parties. In this situation, the Listing Broker compensation shall be a total of \$, or 4 % of the purchase price.

SELLER CONCESSIONS: Buyer may request a concession from Seller ("Seller Concession") in the form of a credit, to be given to Buyer at close of escrow. This Seller Concession may be used to reduce Buyer's loan cost, title and escrow fees, Property repair cost, and/or any other allowable Buyer cost and fees. The final amount of the Seller Concession must be determined in writing, whether in the purchase contract or in other applicable documentation. All Seller Concessions are negotiable.

BUYER BROKER FEE: Seller is advised that Buyer may request from Seller to pay from Seller proceeds a Buyer Broker fee. Seller understands that Seller may choose to accept, deny or negotiate request. Seller further understands that **Professional fee compensation and Seller concessions outlined in this agreement are fully negotiable and are not set by law, or industry or local standard.**

PROTECTION PERIOD: Seller agrees to refer to Brokerage all real estate licenses, customers, or prospects who may contact Seller directly during the Exclusive Period or any extension thereof and to promptly provide Brokerage with all information relating to such inquiries. In the event of any sale, lease, exchange or the Property within six (6) months after the Exclusive Period (or any extension thereof) has expired, it is further agreed that Seller will pay the professional broker fee described above if the buyer had contact with Brokerage, or any real estate licensee regarding the purchase of the Property during the Exclusive Period (or any extension thereof), and Seller knew or had been advised in writing of such contact. However, Seller shall not be obligated to pay said professional broker fee if Seller enters into a written Exclusive Right to Sell with another real estate brokerage upon expiration of this Agreement.

APPOINTMENT OF LICENSEES AND AGENCY: Seller agrees that Brokerage and its agent(s) named herein shall represent Seller as described in Brokerage's *Consumer Guide to Agency Relationships*, a copy of which is hereby acknowledged by Seller. Seller authorizes listing agent(s) to appoint other agents within Brokerage to represent



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Seller's interest. If such an appointment is made, Seller will be notified at the time of the appointment. Seller has the right to approve the appointment of any other licensee.

DISCLOSURES: Seller understands and agrees that the disclosures and information Seller provided to Brokerage will be used to advertise the Property to the public and it is essential that such disclosures and information be accurate. Seller agrees to: (1) fully and accurately complete the *State of Ohio Residential Property Disclosure Form* (unless the Property is exempt by Ohio Revised Code 5302.30 from use of the form); (2) provide written disclosure of any other material defects which are or may become known to Seller, including without limitation any inspections, expert and engineering reports in Seller's possession and any inspection reports or results from transactions that did not proceed to title transfer; (3) complete the *Federal Lead-Based Paint Disclosure Form*, if the Property was built before 1978; and (4) provide copies of sex offender notices received from local sheriff's office pursuant to the Ohio Sex Offender Notification Law. To Seller's knowledge, there are no encroachments, easements not of record, pending lawsuits, foreclosure, divorce actions, bankruptcies, orders of any public agencies, current or pending increases in taxes or assessments, home owner association assessments or fee increases, or any tax, utility, or mechanic's liens, building or health code violations or condemnation notices, or other matters that could affect Seller's ability to complete the sale of the Property in accordance with all applicable laws and to provide clear title to the Property, except as follows (if "none", write "none"):

MEDICAID LIEN FOR DECEASED HUSBAND

Seller further agrees to obtain, at Seller's expense, all federal, state, and/or local Government required inspections and to complete and provide any other health and safety disclosures that may be required by law. NOTE: Seller acknowledges that Brokerage and its agents cannot assist Seller in completing the *State of Ohio Residential Property Disclosure Form*. Seller hereby agrees to hold Brokerage and its agents harmless from any and all claims arising from Seller's failures to disclose or inaccuracies in disclosing any relevant information, including reasonable attorney fees.

ELECTRONIC SURVEILLANCE DEVICES: Seller does does not (check one) utilize electronic surveillance on the Property. Ohio law requires consent of at least party in order to record audio. Given the difficulty of obtaining such consent, Seller agrees to disable the audio function of any device that may listen, record, or otherwise acquire content, including during showings, open houses and any other times when prospective Buyers, real estate licensees, inspectors, appraisers, contractors, or other are on the Property. Seller shall identify, defend, and hold the Brokerage, its agents and employees harmless from and against any and all claims, demands, actions, losses, damages or judgements relating to Seller's use of surveillance devices.

LIMITED HOME WARRANTY: Seller shall shall not provide (check one) a limited home warranty plan from America's Preferred Home Warranty at a charge of \$ plus options and tax, if any, to be paid by Seller through escrow. Seller acknowledges that the warranty is a limited warranty with deductible and understands that the Property is covered in accordance with the terms and conditions of the plan during the term of this Agreement. Brokerage may receive a fee from the warranty provider.

AUTHORIZATION TO MARKET: During the term of this Agreement and any extensions of it, Seller grants to Brokerage the sole and exclusive right to enter the Property into the MLS, subject to the rules and regulations of the MLS, and to publish and to grant to others the right to publish any and all descriptive information about the Property including without limitation, print, video, audio, photographic and electronic descriptions. Seller further authorizes Brokerage to take to have taken interior and exterior photographs of the Property, and to have such photographs digitized, reproduced, published, transmitted, disseminated and displayed in any form or manner, including without limitation, on and through any MLS, the internet, as well as any other media or means to aid in the sale of the Property. Seller hereby releases Brokerage, its employees and agents from any and all liability arising from or related to access to the Property, showings and the depiction, use, distribution or display of any Property information. Brokerage is hereby authorized to place a "For Sale" sign on the Property, to place a lockbox on the



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Property, and to have reasonable access to the Property for the purpose of showing it to prospective Buyers. Seller further authorizes Brokerage the right to provide lockbox access to licensed real estate agents assisting in the marketing or sale of the Property, with advance notice to the Seller. Lockbox access is not to be provided to a non-licensed person(s) without permission from the Seller in writing. For compliance with MLS rules, Seller warrants that the Property is not and will not be independently advertised by Seller, including and without limitation, to the internet.

CONFIDENTIALITY: By law, Brokerage must keep confidential information that Seller designates as such, unless disclosure is required by law. Seller agrees to provide written notice to Brokerage any information that Seller wishes to be kept confidential.

FAIR HOUSING: 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. Owner shall comply with all federal, state and local Fair Housing laws.

INCLUDED IN THE SALE: Unless specifically excluded, the Property shall include the land; all appurtenant rights, including mineral, gas, and oil rights and/or royalties owner by Seller; privileges and easements; and all fixtures and buildings in their present condition, including without limitation, such of the following as are now on the Property: all heating, cooling, plumbing, and electrical fixtures; water heaters, pumps, well and water conditioning systems; all kitchen and bathroom fixtures; all lighting fixtures and its controls; all ceiling fans and its controls; central vacuum system and attachments; radiator covers; fireplace inserts, gas logs, grates, screens, and doors; all window treatments, shades, blinds, curtain rods, and drapery hardware; all attached floor coverings; smoke, fire and carbon monoxide detectors; smart/video doorbells; smart thermostats; security systems and its controls; automatic garage door openers and its controls; TV/antennas/satellite reception devices and its controls; all landscaping; landscape lighting and its controls; irrigation systems and their controls; shed; fences; mailbox; attached flagpole; basketball hoop; heating fuel tanks, if not leased; heating fuel; attached grills and outdoor cooking units; generator. The following selected items shall also remain: kitchen refrigerator; stove; oven; dishwasher; all wine/beverage coolers; all ice makers; second refrigerator; freezer; microwave(s) if not built-in; all bathroom(s) mirrors; washer(s); dryer(s); window/portable air conditioning unit(s); dehumidifier; mounted TV(s) and its brackets and controls; theatre room AV equipment and its controls; invisible fence transmitter collars; hot tub; swimming pool and it equipment/accessories; propane tank rented.

Also Included: _____

Excluded Items: (If "none", write "none") _____

NOTE: Seller hereby acknowledges and agrees that it is Seller's sole and exclusive responsibility to ensure that any excluded fixtures or chattel are noted in any purchase agreement.



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SELLER COST TO SELL: Seller may pay the following costs through escrow: a) deed preparation; b) real estate transfer tax; c) any amount required to discharge any mortgage, lien or encumbrance not assumed by Buyer; d) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance ALTA Homeowners Title Insurance / ALTA Homeowner's / Owner's Commitment and Policy of Title Insurance (latest revision); e) prorations due Buyer; f) boundary survey (and legal description), if required by county or Property division; and g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer in which case Seller shall pay the entire escrow fee). HOA's or Associations, if applicable, may charge fees to Seller for document requests or ownership transfer. Tenant security deposits, if any, shall be credited in escrow to Buyer. The Escrow Agent shall withhold an agreed upon amount from Seller's proceeds for payment of final water and sewer bills. Seller shall pay all utility charges to the date of title transfer or date of possession, whichever is later. If a defect is discovered in any utility main supply lines prior to Buyer possession, Seller shall pay all costs for repair or replacement of same.

SELLER OBLIGATIONS: During the term of this Agreement, Seller acknowledges that Seller has sole responsibility and liability for the Property and its contents, including without limitation to safety and security, premises liability, utility services, Property and contents insurance, maintenance and management. If the Property is vacant or unoccupied, Seller shall be responsible for winterizing it in cold weather. Seller agrees to store, remove, or secure any and all valuables, including without limitation confidential financial information, pharmaceuticals, cash, and jewelry, during the term of this Agreement. Seller hereby releases Brokerage, its employees, and agents from any and all damages, injuries, claims, actions, losses, and causes of action of any type of nature, relating to or arising from Brokerage's marketing and sale of the Property.

ADDENDA:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Consumer Guide to Agency Relationships | <input type="checkbox"/> Relocation Documents |
| <input checked="" type="checkbox"/> State of Ohio Residential Property Disclosure Form | <input type="checkbox"/> Notification of Wiring Instructions |
| <input checked="" type="checkbox"/> Lead Based Paint Disclosure (required if built before 1978) | <input type="checkbox"/> HOA / PUD Addendum |
| <input checked="" type="checkbox"/> Affiliated Business Arrangement Disclosure Statement | <input type="checkbox"/> MLS Input Sheet |
| <input checked="" type="checkbox"/> Home Warranty Application | <input type="checkbox"/> Other (specify) _____ |
| <input type="checkbox"/> Affinity Addendum(s) | <input type="checkbox"/> Other (specify) _____ |

Relocation Information and Authorization:

Are you moving out of the area: (check one) Yes No
 May we refer you to a brokerage in your area? (check one) Yes No

OTHER TERMS: SELLER IS OFFERING 3% BUYER BROKER COMPENSATION.



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BINDING AGREEMENT: This Agreement contains all terms agreed upon between Brokerage and its agent and Seller, and there are no other conditions, representations, warranties, or agreements, express or implied. Facsimile, scanned and/or electronic signatures of the parties shall be deemed binding and valid. Seller acknowledges that Brokerage and its agents may provide real estate services only, and Seller agrees to consult and retain independent professionals for legal, accounting, inspection appraisal, Property management, or engineering advice or services. Brokerage or its agents will not send any electronic communication to transfer funds or to provide non-public personal information, such as credit card or debit numbers or bank account and/or routing numbers. If the Seller is the recipient of any such request via email, text or phone call, do not provide the information or funds and contact your Agent(s) as soon as possible. By executing this agreement, you give Coldwell Banker Schmidt Realty the authorization to release your contact information to certain service providers that may assist you/us in the marketing of your property and in your real estate transaction. Services include, but are not limited to financing, moving, insurance, warranties, title and escrow. If Seller is married, then Seller's spouse must sign this Agreement, whether or not in title to the Property. If Seller is an entity other than an individual, then the representative signing this Agreement represents and warrants that he or she has full authority to do so and can bind the entity. Seller certifies that the signatory(ies) below has/have full authority to enter into this Agreement and that no additional parties are necessary to convey the Property. By signing below, Seller represents that Seller is not currently represented by another real estate brokerage. Seller consents to receiving faxes, text messages, phone calls and emails by Coldwell Banker Schmidt Realty, its agents and employees. The obligations of the Seller herein are joint and several obligations of each person signing the Agreement as Seller. Seller hereby agrees to the above items, conditions and obligations and acknowledges receipt of a copy of this Agreement and further acknowledges this Agreement cannot be canceled prior to termination of the Exclusive Period or any extensions, by any party without the written approval of all parties signing this Agreement as Seller. This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.

<u>Deborah L. Fowler</u>	<u>2/29/25</u>		
Seller Signature	Date	Seller Signature	Date

<u>Deborah L. Fowler</u>	
Print Name	Print Name

Phone	Phone

Email	Email

Accepted on behalf of Coldwell Banker Schmidt Realty (license number 2015000349)

<u>Deborah L. Fowler</u>		<u>DEBORAH L. FOWLER</u>
Agent Signature	Date	Print Name

<u>440-219-0475</u>	<u>Debbie.powell@realestate@gmail.com</u>	<u>2006002779</u>
Phone	Email	License #

<u>7410 CENTER ST.</u>	<u>MENTOR</u>	<u>44060</u>
Office Address	City	Zip Code