

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.

Property Address 97 W Jefferson St
Jefferson OH 44047

Seller's Disclosure

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

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

(ii) ^{Initial} pb ^{Initial} DRB Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

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

(ii) ^{Initial} pb ^{Initial} DRB Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment

(c) Purchaser has (initial (i) or (ii) below):

(i) _____ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

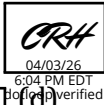
(ii) _____ not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

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

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

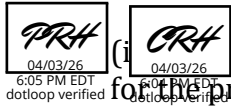
(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or


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

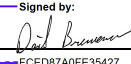
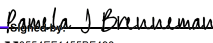
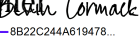
Agent's Acknowledgment (initial or enter N/A if not applicable)

(f) CRH Seller's 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.

(g) _____ Purchaser's 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.¹

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.

Signed by:  FCED87A0FE35427...	3/29/2026 16:2	<i>Christopher R Hicks</i>	dotloop verified 04/03/26 6:04 PM EDT KZW1-MLFT-NKXA-9NVZ
Seller Signed by:  19554EF1465BF498...	Date 3/29/2026 17:23	Purchaser <i>Pauline R Hicks</i>	dotloop verified 04/03/26 6:05 PM EDT XJMK-UVIM-YYBD-HVIE
Seller's Agent  8B22C244A619478...	Date 3/30/2026 13:40	Purchaser's Agent <i>Connie S Enns</i>	dotloop verified 04/03/26 5:53 PM EDT NVYD-NC6L-WAQF-N69P
Seller's Agent	Date	Purchaser's Agent ¹	Date

Paperwork Reduction Act

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.12 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

¹ Only required if the purchaser's agent receives compensation from the seller.



Eff. 6/2022

STATE OF OHIO
DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

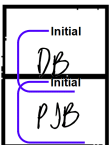
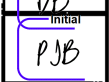
Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property 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  Date 3/29/2026 | 16:25 PDT
Owner's Initials  Date 3/29/2026 | 17:23 PDT

Purchaser's Initials  Date _____
Purchaser's Initials  Date _____
04/03/26 6:05 PM EDT
dotloop verified



Eff. 06/2022

STATE OF OHIO
DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

TO BE COMPLETED BY OWNER (Please Print)

Property Address:

97 W Jefferson St Jefferson OH 44047

Owners Name(s):

Pamela J Brenneman David Brenneman

Date: 3/25/2026, 20

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: 4/20/2025

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
- Private Water Service
- Private Well
- Shared Well
- Holding Tank
- Cistern
- Spring
- Pond
- Unknown
- Other house is being sold in as is condition

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
- Leach Field
- Unknown
- Private Sewer
- Aeration Tank
- Other _____
- Septic Tank
- Filtration Bed

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): gutters overflow on main house w

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: stone foundation . sump pump not provided

Owner's Initials DB Date 3/29/2026 | 16:25 PDT
Owner's Initials PJB Date 3/29/2026 | 17:23 PDT

Purchaser's Initials CRH Date 04/03/26
Purchaser's Initials PRH Date _____

Property Address 97 W Jefferson St Jefferson OH 44047

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: pipes froze and leaked when unoccupied in winter of 24, repaired, replaced rutured water lines, tile and fuxtue damaged

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).

1)Electrical	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A	8)Water softener	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A
2)Plumbing (pipes)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A	a. Is water softener leased?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3)Central heating	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A	9)Security System	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A
4)Central Air conditioning	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A	a. Is security system leased?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5)Sump pump	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A	10)Central vacuum	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A
6)Fireplace/chimney	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A	11)Built in appliances	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A
7)Lawn sprinkler	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A	12)Other mechanical systems	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A

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): water pipes froze while vacant winter of 24 repaired, replaced all burst pipes. replaced all damaged tiles, restored all fixtures affected.

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?

1) Lead-Based Paint	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown
2) Asbestos	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown
4) Radon Gas	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown
a. If "Yes", indicate level of gas if known	_____
5) Other toxic or hazardous substances	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____

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Purchaser's Initials PRH Date _____
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(Page 3 of 6)

Property Address 97 W Jefferson St Jefferson OH 44047

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:

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? Yes No Unknown

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 _____)


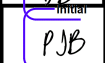
Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. Yes No
If "Yes", please describe (amount) _____

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

- | | | | |
|---------------------------|---|---|---|
| 1) Boundary Agreement | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 4) Shared Driveway | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2) Boundary Dispute | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 5) Party Walls | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3) Recent Boundary Change | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 6) Encroachments From or on Adjacent Property | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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:
western side of main house roof need replaced

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  Date 3/29/2026 | 16:25 PDT
Owner's Initials  Date 3/29/2026 | 17:23 PDT

Purchaser's Initials  Date _____
Purchaser's Initials  Date _____
04/03/26 6:05 PM EDT

Property Address 97 W Jefferson

St

Jefferson

OH 44047

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 

DATE: 3/29/2026 | 16:25 PDT

OWNER 

DATE: 3/29/2026 | 17:23 PDT

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.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to the potential presence of hazardous materials (Radon Gas, lead pipes, toxic mold, etc.) that may affect the purchaser's decision to purchase the property. See Appendix A for a list of resources.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER:  

DATE: _____

PURCHASER:  

DATE: _____



**Department
of Commerce**

Division of Real Estate
& Professional Licensing

**STATE OF OHIO
RESIDENTIAL PROPERTY DISCLOSURE FORM**

Appendix A – Links to Additional Information & Resources

This list is not exhaustive. If the purchaser is concerned about the presence of any potential hazardous material in this property, purchaser assumes responsibility to obtain information from the listed resources and/or in consultation with a person licensed/certified in the area of concern.

RADON GAS

- <https://www.epa.gov/radon>
- <https://www.epa.gov/sites/production/files/2015-05/documents/hmbuygud.pdf>
- <https://odh.ohio.gov/wps/portal/gov/odh/know-our-programs/radon-education-and-licensing-program/welcome/>

LEAD

- <https://www.cdc.gov/nceh/lead/prevention/sources.htm>
- <https://www.epa.gov/lead/learn-about-lead>
- <https://www.epa.gov/ground-water-and-drinking-water/lead-service-line-replacement>
- <https://odh.ohio.gov/wps/portal/gov/odh/know-our-programs/healthy-homes/welcome>

If you are on a municipal water service, check with that provider, they may have a lead pipe mapping program that you can access.

TOXIC MOLD

- <https://www.epa.gov/mold/mold-and-your-home>
- <https://www.cdc.gov/mold/default.htm>

ASBESTOS

- <https://www.cpsc.gov/safety-education/safety-guides/home/asbestos-home/>
- <https://www.epa.gov/asbestos/protect-your-family-exposures-asbestos#whattodo>

UREA FORMALDEHYDE

- https://www.cpsc.gov/s3fs-public/An-Update-On-Formaldehyde-725_1.pdf?O3CFjmPrIFt_ogVb7OhX4ZDPu7fYky8Q



REAL ESTATE SERVICES

PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE



1 **BUYER(S):** Christopher R Hicks and Pauline R Hicks offers to buy the **PROPERTY** located at:
2 97 W Jefferson St, City Jefferson,
3 Ohio, Zip 44047 Permanent Parcel No(s) 260190013000

4 The **PROPERTY**, which **BUYER** has examined and accepts in its "AS IS" **PRESENT PHYSICAL CONDITION** except for
5 normal wear and tear, shall include the land, all appurtenant rights, privileges and easements, and all buildings and
6 fixtures, including such of the following as are now on the property: all landscaping, electrical, heating, plumbing, bathroom
7 fixtures, bathroom mirrors, medicine cabinets, ceiling fans, central air conditioning systems, sump pump(s), all window and door
8 shades, blinds, awnings, screens, storm windows, curtain rods, hardware and window treatments, garbage disposal, satellite
9 dish, radiator covers, smoke and carbon monoxide detectors, garage door opener(s) and all controls, installed hard-wired
10 generator, all installed carpeting, and mailboxes. The following selected items shall also remain:

- 11 beverage refrigerator; dishwasher; dryer; EV outlet & charger; fireplace tools, screen, and/or glass doors;
- 12 fireplace grate; fireplace logs; freezer; humidifier; installed countertop range; invisible fence, transmitter,
- 13 and ___ collar(s); kitchen refrigerator; microwave; outdoor grill; range; second refrigerator; security system
- 14 (do not check if leased); smart doorbell; smart home devices (see included & excluded items); sump pump battery
- 15 back-up; thermostat; through the wall air conditioner(s); wall oven; wall tv mounts & hardware; washer;
- 16 water softener (do not check if leased); window air conditioner(s); wood burner stove insert(s).

17
18 Additional Items to be included: _____

19
20 Items Excluded: _____

21
22
23 **SECONDARY OFFER:** This is **OR** is not (**check one**) a secondary offer. This secondary offer, if applicable, shall
24 become a primary contract upon **BUYER'S** receipt of a signed copy of the release of the primary contract on or
25 before _____ (Date). **BUYER** shall have the right to terminate this secondary offer at any time
26 prior to **BUYER'S** receipt of said copy of the release of the primary contract by delivering written notice to the
27 **SELLER** or the **SELLER'S** agent. Upon receipt of the release of the primary contract which now constitutes acceptance of the
28 Agreement, all terms and dates commence. **BUYER** shall pay earnest money within twenty-four (24) hours and **BUYER**
29 and **SELLER** agree to sign an addendum listing the date for loan application, loan approval, closing, and possession.

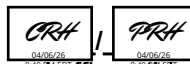
30
31 **PRICE:** **BUYER** shall pay the sum of..... \$ 105,000
32 Payable as follows:

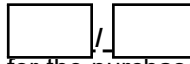
33 **Earnest money** to be paid to (**check one**)
34 Seller's Broker Buyer's Broker **OR** Title Professionals Group
35 and credited against the purchase price \$ 500
36 The earnest money shall be paid within 24 hours upon acceptance
37 of a binding Agreement as defined below in lines 334-341.

38
39 **Balance of Down Payment (less earnest money)** to be deposited \$ 104,500
40 with the escrow agent at or prior to closing

41 **BUYER** will **OR** will not (**check one**) meet down payment requirement in cash, without regard to the sale and/or closing
42 of any other real property

43
44 **Forms of Payment:** **BUYER** shall select and initial one of the following:

45
46  (**initial here**) **Cash.** **BUYER** will pay the balance of the purchase price in cash at Closing
47 and affirms this Agreement is not contingent on financing. This transaction is **OR** is not (**check one**)
48 contingent on the Property being appraised by a licensed appraiser at no less than the purchase price.

49
50  (**initial here**) **Financing.** This Agreement is contingent upon **BUYER** obtaining financing
51 for the purchase of the Property, subject to the following loan type: CONVENTIONAL FHA VA
52 USDA HARD MONEY OTHER (specify type) _____

Property Address: 97 W Jefferson St, Jefferson, OH 44047

53 **FINANCING: (If Applicable)** This transaction is conditioned upon BUYER obtaining a commitment for a first mortgage
54 loan (the "Loan") from Howard Hanna Mortgage Services or such other lending institution chosen by BUYER in the
55 amount set forth above, or in a lesser amount acceptable to BUYER. BUYER agrees to apply in writing for the
56 Loan and pay any required fees at the time of application, including appraisal, within _____ days (5 days if left
57 blank) after the date of acceptance, to cooperate fully with the lender's requests for information and to use good faith
58 efforts to obtain the Loan and shall obtain a commitment for the Loan on or before _____ (3 days prior to Closing,
59 if left blank). If, despite BUYER'S good faith efforts, a loan commitment has not been obtained, then this Agreement shall
60 be null and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned
61 to the BUYER without any further liability of either party to the other or to the Brokers and their agents. If this is a secondary
62 offer, BUYER shall not be obligated to make a loan application until after BUYER'S offer becomes the primary contract.

63
64 **SELLER PAID BUYER CLOSING COSTS:** SELLER agrees to pay actual settlement charges incurred by BUYER, including
65 not limited to, discount points, closing costs, documented pre-pays, lender's policy of title insurance, and any other fees
66 allowed by BUYER'S lender in an amount not to exceed \$0 _____ OR 0 _____ % of the purchase price. If
67 no amount is entered, the amount shall be zero. This paragraph does not apply to the cost of an owner's policy of title
68 insurance as pursuant to the CHARGES/ESCROW INSTRUCTIONS paragraph below.

69
70 **CLOSING:** For purposes of this Agreement, the BUYER and SELLER agree that the transaction will be considered
71 to have closed when the title company/escrow agent has confirmed that: (1) all necessary documents have been
72 signed by all required parties, and received by the title company/escrow agent; and (2) the transaction has been
73 fully funded; and (3) all other required conditions have been met.

74
75 The Closing shall occur on or before 05/12/2026 (unless otherwise agreed to in writing). Except that if a defect
76 in title appears, SELLER shall have two (2) weeks after notification to remove such defect and, if unable to do so, BUYER
77 may either (1) accept title subject to such defect without any reduction in the purchase price or (2) terminate this Agreement,
78 in which case neither BUYER, SELLER, nor any agent shall have any further liability to each other, and both BUYER and
79 SELLER agree to sign a mutual release, whereupon the earnest money shall be returned to BUYER.



80
81 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER no later than 10am am OR pm (5 pm if
82 left blank) on day of Closing. If parties agree to SELLER occupancy after Closing, BUYER and SELLER will execute a separate
83 Occupancy Addendum. If SELLER fails to vacate as agreed in this Agreement and/or any signed Occupancy Addendum,
84 SELLER shall be responsible for all expenses incurred by BUYER to obtain possession.

85
86 **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with
87 dower rights released, free and clear of all liens and encumbrances whatsoever, except (a) any mortgage assumed by
88 BUYER, (b) such restrictions, conditions, easements (however created), including without limitation, subsurface rights,
89 and encroachments, which do not materially adversely affect the use or value of the PROPERTY, (c) zoning ordinances,
90 if any, and (d) taxes and assessments, both general and special, not yet due and payable. BUYER is encouraged to
91 obtain an Owner's Title Insurance Policy ("OTIP"). An OTIP is different from a lender's title insurance policy, which will
92 not protect the BUYER from claims and challenges on the title. Seller shall furnish an OTIP from Erie Title, Erie Title
93 Select or Title Professionals Group _____ as agreed to by the parties, in an amount of the purchase price.

94
95 **PRORATIONS:** General taxes, annual maintenance fees, association fees, special assessments, city and county charges
96 and tenants' rents shall be prorated as of the date of the Closing. Taxes and assessments shall be prorated based upon the
97 latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land is currently valued as
98 land only, taxes and assessments shall be prorated based upon 35% of the selling price times the millage rate. The escrow
99 agent is instructed to contact the local governmental taxing authority, verify the correct tax value of the property as of the date
100 of Closing and pay the current taxes due to the date of the Closing. If the property being transferred is new construction and
101 recently completed or in the process of completion at the time the AGREEMENT was signed by the parties, the escrow agent
102 is instructed to make a good faith estimate of the taxes to be owed on the value of the improved PROPERTY to the date
103 of Closing and reserve sufficient funds in escrow from SELLER'S net proceeds to pay those taxes when they become due
104 and payable after Closing. The escrow agent is instructed to release the balance, if any, of the funds on reserve, once it
105 receives notice from the local county auditor that the taxes on the land and improvements have been paid in full to the date
106 of Closing. BUYER acknowledges that the latest available tax duplicate may not accurately reflect the amount of taxes and
107 assessments that will be owed. SELLER agrees to reimburse BUYER directly outside of escrow for any increase in valuation
108 and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the date of Closing.
109 SELLER is not aware of any proposed taxes or assessments, public or private, except the following:
110 _____ . In the event the PROPERTY shall be deemed subject to
111 any agricultural tax recoupment (C.A.U.V.), then BUYER SELLER agrees to pay the amount of such recoupment.

Property Address: 97 W Jefferson St, Jefferson, OH 44047

performed within an additional _____ **days (3 days if left blank)** of the Inspection Period.

 /  (BUYER'S initials) BUYER agrees any failure by BUYER to perform any inspection is a waiver of such inspection and shall be deemed absolute acceptance of the PROPERTY by BUYER in its "AS IS" condition.

Within three (3) days after completion of the last inspection, BUYER shall elect one of the following:

- (A) Remove the inspection contingency and accept the PROPERTY in its "AS IS" present physical condition. If the PROPERTY is accepted in its "AS IS" present physical condition, then BUYER agrees to sign an *Amendment/Removal of Contingency*; **OR**
- (B) Accept the PROPERTY subject to SELLER agreeing to have specific material defects, that were either previously disclosed in writing by the SELLER or identified in a written inspection report, repaired by a qualified contractor in a professional manner at SELLER'S expense; BUYER agrees to provide SELLER with a copy of all inspection reports and to sign an Amendment to Purchase Agreement removing the inspection contingency and identifying those specific material defects which are to be repaired.

SELLER and BUYER shall have three (3) days from SELLER'S receipt of BUYER'S written request and copies of inspection reports to agree in writing which material defect(s), if any, shall be corrected by SELLER at SELLERS' expense ("Remedy Period"). If BUYER and SELLER do not agree in writing within those three (3) days, then this AGREEMENT shall be null and void, and SELLER and BUYER agree to sign a mutual release, whereupon the earnest money shall be returned to BUYER. SELLER agrees to provide reasonable access to the PROPERTY for BUYER to review any such material defects corrected by SELLER. For purposes of this AGREEMENT, "material defects" DO NOT include minor routine maintenance. Nothing in this section (B) prevents BUYER from terminating this Agreement by delivering written notice to SELLER before the expiration of the Remedy Period. **OR**

- (C) Terminate this Agreement if BUYER'S written inspection report(s) or any other professional report(s) identify material defects NOT previously disclosed in writing by SELLER. If BUYER elects to terminate, BUYER agrees to provide a copy of the written inspection report(s) to SELLER, and both parties agree to promptly sign a mutual release, whereupon the earnest money shall be returned to BUYER.

SELLER shall promptly provide BUYER with copies of any notices received from governmental agencies to inspect or correct any current building code or health violations.

SELLER will deliver the Property Point of Sale compliant, **OR**

BUYER will assume the following Point-of-Sale Violations: _____, **OR**

BUYER and SELLER shall have ___ **days (3 days if left blank)** after receipt by BUYER of all notices to agree in writing which party shall be responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in writing, this AGREEMENT can be declared null and void by either party. In that event, SELLER and BUYER agree to sign a mutual release with instruction to the Holder for disbursement of the earnest money on deposit.

The BUYER and SELLER can mutually agree IN WRITING to extend the dates for inspections, repairs, or to exercise their right to terminate the Agreement. SELLER agrees to provide reasonable access to the PROPERTY for BUYER to review and approve any conditions corrected by SELLER. If this is a secondary offer, the number of days specified for each of the inspections and tests indicated in lines 168-172 shall be from the date this becomes the primary contract and not from the date of acceptance.

LEAD-BASED PAINT: For housing constructed prior to 1978, BUYER must be provided with the pamphlet titled "Protect Your Family from Lead in Your Home" and the form "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" for any housing constructed prior to January 1, 1978. Any such property may present exposure to lead from lead-based paint hazards that may place young children at risk of developing lead poisoning. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.



BUYER has **OR** has not received SELLER'S disclosure of any lead-based paint or lead-based paint hazards known to SELLER.

BUYER has **OR** has not received the pamphlet "Protect Your Family from Lead in Your Home."

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MEGAN'S LAW: SELLER represents that SELLER has disclosed to BUYER all notices received pursuant to Ohio's sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and assumes the responsibility to check with the local sheriff's office for current, complete and accurate information. BUYER will rely on BUYER'S own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the transaction to determine if a sex offender resides in the area of the PROPERTY.

CONDITION OF PROPERTY: BUYER has examined the PROPERTY and agrees that the property is being purchased in its "AS IS" PRESENT PHYSICAL CONDITION including: (1) any defects disclosed by the SELLER on the State of Ohio Residential Property Disclosure Form; (2) identified by any inspections requested by either party; (3) identified on any other forms or addenda made a part of this Agreement, including but not limited to any Removal of Contingency form; and/or (4) identified by any other source. SELLER warrants to BUYER that SELLER has completed the State of Ohio Residential Property Disclosure Form accurately and thoroughly and that no additional items of disclosure have occurred since the SELLER'S completion of that form. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of acceptance and the date of Closing. BUYER has not relied upon any representations, warranties or statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this AGREEMENT or on the Residential Property Disclosure Form. BUYER must initial one of the following:

BUYER has OR has not   (BUYER'S initials), prior to signing this offer, received a copy of the Residential Property Disclosure Form which was signed by SELLER.

Sellers of real property that includes one to four dwelling units must provide buyers with a completed Ohio Residential Property Disclosure Form. If the Residential Property Disclosure Form is required but not provided prior to the time buyer enters into a contract to purchase, BUYER may be entitled to rescind the Agreement. SELLER and BUYER may consult with an attorney regarding the obligation to provide this form and the rescission rights provided for under O.R.C. § 5302.30.

BUYER acknowledges that the SELLER completed the Residential Property Disclosure Form, if required. BUYER also acknowledges and agrees that the Brokers and their agents have not independently investigated and have no obligation to verify the information provided by the SELLER on that form. BUYER agrees the Broker and its agents shall not be liable for any errors, omissions, or inaccuracies made by the SELLER on that form and to hold the Broker and its agents harmless from any liability.

SELLER agrees to leave the PROPERTY in broom clean condition by closing, including but not limited to: general maintenance and landscaping; removal of all interior and exterior rubbish and personal items.

FINAL VERIFICATION OF CONDITION: The parties agree that BUYER will be given an opportunity to walk-through the PROPERTY _____ days (2 days if left blank) prior to the date of Closing solely for the purpose of verifying that the PROPERTY is in the same or similar condition, absent normal wear and tear, that it was at the time of the execution of this AGREEMENT.

BUYER acknowledges and agrees that no issues may be raised at the time of the final verification of condition with respect to any condition of the PROPERTY that was in existence at the time of BUYER'S viewing or inspection of the PROPERTY. In the event there is a material adverse change in condition of the PROPERTY, then BUYER shall immediately notify the SELLER and escrow agent in writing. Thereafter, the parties shall mutually agree in writing to an amount to be either: held in escrow from SELLER'S proceeds pending correction of the material adverse change; or credited to BUYER through escrow at the time of Closing.

Any failure by BUYER to conduct a final verification of the condition of the PROPERTY within the time specified herein, is a waiver of such final verification of the condition and shall be deemed as absolute acceptance of the PROPERTY by BUYER in its "AS IS" condition.

REPRESENTATIONS AND DISCLAIMERS: BUYER acknowledges that BUYER is relying upon BUYER'S own inspection and evaluation of the PROPERTY, whether performed by BUYER or BUYER'S independent inspectors or contractors, in determining the PROPERTY'S condition or fitness. BUYER understands that Howard Hanna and its agents do not warrant the condition or systems of the PROPERTY or guarantee that SELLER has disclosed all defects. BUYER hereby acknowledges that any representation by SELLER or the real estate agent(s) regarding the square footage of the rooms or structures, the lot dimensions, homeowners' fees, public and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. BUYER also acknowledges that, except as specifically noted on lines 296-298 below, Howard Hanna and its agents have not made any representations, warranties, or agreements, express or implied regarding the condition or use of the PROPERTY, including but not limited to any representation about: (a) age, history, or condition of the property and its components; (b) the basement, crawl space, or slab area do not incur seepage,

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leakage, dampness, or standing water; (c) the heating, cooling, plumbing, or electrical system(s) or any built-in appliance is in good working condition or is completely functional; (d) the roof is weather tight and/or structurally sound; (e) the structure is free from insect infestation, lead paint, or lead paint hazards; (f) the water supply or septic system, if any, are not deficient in any respect; or (g) radon gas, urea-formaldehyde foam or asbestos insulation, or any other toxic substance including any toxic form of mold, is not present on the PROPERTY.

Please list any and all verbal representations made by Brokers or their agents that you relied upon when purchasing this PROPERTY (if none, write "none"). None

DAMAGE: SELLER shall pay all costs for the repair of any leak(s) in the water or gas main supply lines found between the street and foundation prior to or at the time of Closing. If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase price prior to Closing, BUYER may either accept the insurance proceeds for said damage and complete this transaction or may terminate this AGREEMENT and receive the return of all deposits made. In that event, SELLER and BUYER agree to sign a mutual release with instruction to the Broker for disbursement of the earnest money on deposit. If such damage is less than ten percent of the purchase price, SELLER shall restore the PROPERTY to its prior condition and BUYER agrees to complete the purchase of the PROPERTY.

PROPERTY SURVEY: If BUYER elects or BUYER'S lender requires a current survey, such survey shall be paid for by BUYER. If a new survey and legal description are required by a local governmental authority for the PROPERTY to be conveyed to BUYER, SELLER shall provide and pay for the new survey and legal description. BUYER'S performance of this Agreement is OR is not contingent upon a Property survey confirming the location of the existing boundary lines and/or the location of the improvements upon the PROPERTY relative to such boundary lines, setback lines and/or easements.

If BUYER'S offer is cash, BUYER has _____ days (14 days if left blank) from Date of Acceptance of this Agreement to complete the survey and, if dissatisfied, send SELLER written notification of termination. If BUYER fails to deliver such written notice, this contingency is waived.

FOREIGN INVESTMENTS IN REAL PROPERTY TAX ACT ("FIRPTA"): If SELLER is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code, BUYER is required to withhold 15% of the amount realized by SELLER on the transfer and remit the withheld amount to the Internal Revenue Service unless an exemption or reduced rate of withholding applies. If withholding is required, Treasury Regulations require Sellers and Buyers to provide their U.S. federal tax identification number on all filings. SELLER and BUYER instruct the escrow/title agent or legal representatives to prepare, obtain signatures, and deliver any document necessary to comply with FIRPTA requirements.

MONEY BACK GUARANTEE: (Elect one) BUYER does elect OR does not elect to purchase the Howard Hanna Money Back Guarantee Program, subject to Program's terms and conditions. If BUYER elects the Program, then this Agreement and BUYER'S obligations hereunder are conditioned upon approval of BUYER'S Application to Repurchase by Home Trade-In Company, Inc. ("HTCI") within seven (7) days from Acceptance as herein defined. BUYER'S fully-executed Application, including BUYER'S agreement to pay HTCI a fee of 1% of the purchase price, is attached hereto. If HTCI does not approve the Application, then this Agreement shall be null and void and BUYER and SELLER agree to sign a mutual release whereupon the earnest money shall be returned to BUYER.

BINDING AGREEMENT: For purposes of this AGREEMENT, "acceptance" shall occur upon the written acceptance without any material change to the last offer or counter-offer, and either the verbal or written communication of that acceptance to the last offering party or their agent. For purposes of this Agreement, "days" shall be defined as calendar days. Upon acceptance, this offer and all attachments and addenda, shall become an AGREEMENT binding on BUYER and SELLER, their heirs, executors, administrators, successors and assigns and shall be deemed to contain all the terms, conditions, representations and warranties, either expressed or implied, agreed upon by the BUYER and SELLER with respect to this transaction. All counter-offers, amendments, changes or deletions to this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile or other electronically transmitted signatures shall be deemed binding and valid.

ADDITIONAL TERMS: This offer is contingent on the successful closing of buyers' property located at 238 Whitney Street, Conneaut, OH with a close date of May 12, 2026

Property Address: 97 W Jefferson St, Jefferson, OH 44047

349 **ADDENDA:** The additional terms and conditions in the following checked addenda and/or attachments are made a part of
350 this Agreement. The terms and conditions of all such addenda or attachments shall supersede any conflicting terms in this
351 Agreement:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Agency Disclosure Statement | <input type="checkbox"/> Escalation Addendum | <input type="checkbox"/> HOA Addendum |
| <input type="checkbox"/> HOA Information Sheet | <input type="checkbox"/> Home Sale Concurrence | <input type="checkbox"/> Home Sale Contingency |
| <input checked="" type="checkbox"/> Lead-Based Paint Disclosure | <input type="checkbox"/> Money Back Guarantee Application | <input checked="" type="checkbox"/> Residential Property Disclosure |
| <input type="checkbox"/> Seller Occupancy After Closing | <input type="checkbox"/> Septic System Addendum | <input type="checkbox"/> Sight Unseen Disclosure |
| <input type="checkbox"/> VA/FHA Addendum | <input type="checkbox"/> Other _____ | |

359 **EARNEST MONEY:** If this transaction fails to close, the earnest money shall be disbursed in accordance with written
360 instructions signed by all parties to the Agreement. In the event of a dispute between the SELLER and BUYER regarding
361 the disbursement of the earnest money, the entity identified on line 33 (the "Holder") shall maintain such funds in its trust
362 account until the Holder receives (a) written instructions signed by the SELLER and BUYER specifying how the earnest
363 money is to be disbursed or (b) a final court order that specifies to whom the earnest money is to be awarded. If within two
364 (2) years from the date the earnest money was deposited in the Holder's trust account, the SELLER and BUYER have not
365 provided the Holder with such signed instructions or written notice that such legal action to resolve the dispute has been
366 filed, the Holder shall return the earnest money to BUYER with no further notice to SELLER, subject to Ohio Revised Code
367 §4735.24.

369 **COMPENSATION:** BUYER and SELLER understand that commissions are not set by law and are fully negotiable. If the
370 PROPERTY is listed with Howard Hanna, SELLER hereby instructs the Escrow Agent to pay from SELLER'S escrow funds
371 a brokerage flat fee and a brokerage percentage commission as described in the Exclusive Right to Sell Agreement. If
372 Howard Hanna represents the BUYER, the **TOTAL** Buyer Brokerage Fee (BBF) is a brokerage flat fee of \$399 to be paid
373 by BUYER and a brokerage commission which shall be paid as follows, if applicable:

- 375 a. SELLER agrees to pay Two percent of the purchase price towards the BBF;
- 376 b. BUYER agrees to pay _____ percent of the purchase price toward the BBF.

378 These fees and percentage commissions are due and payable at or before closing as stated in this agreement. All parties
379 to this agreement agree that this document shall serve as irrevocable escrow instructions for the payment of the brokerage
380 fees and commissions. All commissions and fees due Howard Hanna shall be paid at 6000 Parkland Blvd, 3rd Floor,
381 Mayfield Heights, OH 44124.

383 **THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. Consult an attorney or other professional for legal/ tax advice.**

385 **BUYER:** *Christopher R Hicks*
dotloop verified 04/06/26 8:49 PM EDT OUCF-WWLX-U0HJCI

386 Print name: Christopher R Hicks

387 Date: _____

388 Buyer's Broker: **Howard Hanna Real Estate Services**

389 Buyer's Agent(s): Connie S Emus

390 Phone: 440-812-8374

385 **BUYER:** *Pauline R Hicks*
dotloop verified 04/06/26 8:49 PM EDT BTQM-N5GQ-B09Q-HCSR

386 Print name: Pauline R Hicks

387 Date: _____

388 License# **REC. 0000189163**

389 License# 2005009775

390 Email: Connieemus@howardhanna.com

392 **ACCEPTANCE:** SELLER accepts the above offer.

393 Seller's Broker: Keller Williams Greater Cleveland Northeast

394 Seller's Agent: Tim Ambrose

License# _____

License# _____

395 Phone: _____

Email: timambrose@kw.com

396 **SELLER:** *Pauline R Hicks*
FCED87A0FE35427...

SELLER: *Pamela Brenneman*
8664EF1466DF166...

397 Print name: _____

Print Name: _____

398 Date: 4/7/2026 | 10:45 PDT

Date: 4/7/2026 | 12:40 PDT



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: 97 W Jefferson St, Jefferson, OH 44047

Buyer(s): Christopher R Hicks and Pauline R Hicks

Seller(s): Pamela J Brenneman, David Brenneman

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Connie S Emus AGENT(S), and Howard Hanna Real Estate Services BROKERAGE.

The seller will be represented by Tim Ambrose/Bevin Cormack AGENT(S), and Keller Williams Greater Cleveland Northeast 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.

<u>Christopher R Hicks</u>	dotloop verified 04/03/26 6:04 PM EDT PEL-NQBX-RLM1-43BF
BUYER/TENANT	DATE

<u>Pauline R Hicks</u>	dotloop verified 04/03/26 6:05 PM EDT ZQW-H79B-S0SD-N3E3
BUYER/TENANT	DATE

<u>David Brenneman</u>	4/7/2026 10:45 PDT
SELLER/LANDLORD	DATE

<u>Pamela Brenneman</u>	4/7/2026 12:40 PDT
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:



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

