

**RANCH HOME (UPPER ARLINGTON SCHOOLS)**  
**ONLINE ONLY AUCTION**  
**2579 Wickliffe Rd., Columbus, OH 43221**



**LOCATION \* LOCATION \* LOCATION**

**Bidding Open: Thursday, May 25, 2017**

**Auction Date : Thursday, June 8, 2017**  
**Auction Time (closing): 4:00 PM EDT**

**Fix or Flip - Upper Arlington Ranch Home**

Great opportunity in Upper Arlington School district. This three (3) Bedroom, one and a half bath (1 1/2) ranch home with large back yard and walk out basement is being sold at online auction with the auction closing on June 8, 2017 beginning at 4 PM EDT.

Bidding will open on this property on Thursday, May 25 at 9 AM EDT. The current homeowner had begun a complete renovation and restoration all you need to do is bid your price and finish the home to you preferences. This property is being offered in conjunction with HER Realtors and RES Auction Services.

**Terms, taxes, legal:** 10% Buyer's Premium added to final bid price to determine contract price, \$20,000 Due day of auction. As-Is, no contingencies for inspection, financing, etc. Close in 45 Days from June 8th, 2017, 2% to Co-Op to Buyers agent if submitted prior to close of auction. Seller pays title insurance.

**OPEN HOUSES**  
Tues. May 16 • 5-7pm  
Sun. May 21 • 1-3pm

**HER**  
Realtors<sup>®</sup>

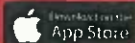
In Cooperation with  
Carolyn Gifford, HER Realtor  
614-309-8535

Auctioneer/Realtor  
Tom Rawn  
614-273-6478

Mark Cathers, Realtor  
614-273-6427

**RES**  
AUCTION SERVICES

Bid Online at [www.RES.bid](http://www.RES.bid)



**Together We Make  
Auctions Work**

**HER Realtors**  
**1450 Tussing Rd.**  
**Pickerington, OH 43147**  
**(614) 273-7778**

Dear Bidder,

**Notice to Bidders**

We appreciate your interest in HER Realtors and RES Auction Services teams and look forward to processing your bid package. Enclosed please find contracts pertaining to the auction, maps of subject property, property brochure, terms and conditions and other pertinent information.

Please take a moment to review the instructions before proceeding. At any time you have a question feel free to contact our auction group.

- All bidders must present a valid government issued photo I.D. if submitting a bid to HER Realtors auction team the day of the auction.
- Acceptable forms of deposit include Certified Bank Check made payable to yourself (only signed over to HER Realtors trust account once you are a winning bidder), or Business check.
- Should your bid be accepted your deposit will be applied to the purchase price and you will be required to submit the remaining balance at closing subject to time constraints detailed in the purchase contract and make sure you have provided HER Realtors with accurate information.

Please be sure to review the enclosed documents. If you have any questions regarding the enclosed information, please contact HER Realtors auction team.

Call anyone of our Auction team members with questions or concerns.

Thanks again and GOOD LUCK!

Tom Rawn (614) 580-6171  
Auctioneer/Realtor

Mark E. Cathers, GRI (614) 273-6427  
Realtor/Auction Coordinator

# TABLE OF CONTENTS:

- MLS SHEET AND PROPERTY PHOTOS
- COUNTY PARCEL DATA
- PROPERTY LOCATION MAP
- SURVEYS/PLAT MAPS
- PROPERTY IMPROVEMENTS
- CONTRACTS AND DISCLOSURES:

CONSUMER GUIDE TO AGENCY RELATIONSHIPS  
AGENCY DISCLOSURE  
TERMS AND CONDITIONS  
PROPERTY DISCLOSURES  
AUCTION PURCHASE AGREEMENT  
NON-REFUNDABLE DEPOSIT RELEASE

**MLS SHEET AND PROPERTY**  
**PHOTOS**



Status: Active  
 Style: 1 Story  
 Address: 2579 Wickliffe Road, Upper Arlington, OH 43221  
 Unit/Suite #:  
 Listing Agreement Type: Exclusive Right to Sell  
 Listing Service:

List Price: \$199,900  
 Original List Price: \$199,900  
 Showing Start Date: 05/08/2017  
 Days On Market: 3  
 Cumulative DOM: 3  
 Possession:

	BR	FB	HB	LIV	Din	Eat SP	Fam	Den	Great	Util Sp	Rec
Up 2	0	0	0								
Up 1	0	0	0								
Entry Lvl	3	1	1	1	1	1					
Down 1	0	0	0							1	1
Down 2	0	0	0								
Totals	3	1	1								

**Location**

Subdiv/Cmplx/Comm: River Ridge School District: UPPER ARLINGTON CSD 2512 FRA CO Corp Lim: Upper Arlington Township: None  
 Directions: Between Kioka and Cimmaron.

**Characteristics**

SqFt Documented: 1,092 Doc SqFt Src: Acreage: 0.43 Lot Size (Side): 236  
 SqFt ATFLS: 1,092 ATFLS Source: County Lot Size (Front): 80 Year Built: 1956  
 Parcel #: 070-005554 Tax District: 070 Mult Parcels/Sch Dis: Built Prior to 1978: Yes  
 County: Franklin Comm Dev Chrg: No Assessment: Tax Abatement: No  
 Possession: Abatement End Date:  
 Taxes (Yrly): 4,490 Tax Year: 2016

Addl Acc Conditions: Auction Reserve; Online Bidding  
 Complex/Sub Amenities:  
 Tenant Occupied: No

HOA/COA Y/N: No  
 HOA/COA Fee: Per:  
 HOA /COA Cntct Name/Phone: /  
 HOA/COA Fee Includes:  
 HOA/COA Transfer Fee: Reserve Contribution

**Features**

Air Conditioning: Central  
 Heating: Forced Air, Gas  
 Bsm: Yes Desc: Full; Walkup  
 Foundation: Block  
 Exterior: Stone, Stucco  
 Rooms: 1st Flr Owner Suite, LL Laundry, Dining Room, Eat Space/Kit, Living Room  
 Parking: 2 Car Garage, Attached Garage  
 Garage/Enclosd Spaces: 2  
 Interior Amenities:

Accessibility Features Y/N: No  
 Warranty:  
 New Financing:  
 New Construction: No  
 Approx Complete Date:  
 Manufactured Housing Y/N: No  
 Manufactured Housing:  
 Leased Items:  
 Tax:

**Property Description:** Online auction. Pay no attention to price. Fix or flip partially renovated home with huge potential. Featuring 3 bedrooms, 1.5 baths and walk-out lower level on huge lot in Upper Arlington school district. Terms: 10% buyer's premium will be added to final bid top establish sales price. A \$20,000 non-refundable deposit is due day of auction. Property will be sold as-is and must close in 45 days. Seller pays for title insurance. Open house Tuesday May 16 5-7pm and Sunday May 21 1-3pm.

**Agt to Agt Remarks:** (See CR Full 2-Page Report for full text) Agents, please download Participation Agreement and send to Auction Coordinator at mark.cathers@herrealtors.com prior to bidding. To register and bid, go to www.RES bid Bidding opens May 25th and closes June 8th at 4pm.

Dir Neg w/Sell Perm: No

Contact Name:

Contact Phone:

**Listing Info**

Auction: Yes Auction Date: 06/08/2017 Sub Agency: No SA Amount: SA Type: Buy Brkr/Tenant Rep: Yes BB/TR Amount: 2 BB/TR Type: % VRC: No  
 Deposit Required: 20,000 Conditions: Deposit - no refunds  
 Sub Property Type: Single Family Freestanding

Listing Office: 07645  
 Listing Member: 397646  
 Agent EMail: carolyn.gifford@herrealtors.com  
 Showing Phone #: 614-255-5588

HER Realtors 614-451-7400  
 Carolyn A Gifford 614-309-8535

LD: 05/08/2017  
 Showing Start Date: 05/08/2017  
 Ofc Fax: 614-451-6113  
 Agent Other Phone: 614-309-8535  
 Pref Agt Fax: 614-474-1682  
 Addl Contact Info: Tom Rawn Auctioneer 614-580-6171

May 10, 2017

Prepared by: Mark E Cathers

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Exterior Front



Front-side



Rear Lot



Rear of home



Walk-out Lower Level



Backyard from House



Materials left for completion



Materials Left - 2



Materials Left - 3



Materials Left - 4



Electric panel



Furnace



Hot water tank



Bedroom



Full Bath



Hall





# **COUNTY PARCEL DATA:**

# 2579 Wickliffe Rd, Columbus, OH 43221-1837, Franklin County



<b>3</b>	<b>1,092</b>	<b>N/A</b>	<b>\$199,900</b>
<b>MLS Beds</b>	<b>MLS Sq Ft</b>	<b>Lot Sq Ft</b>	<b>MLS List Price</b>
<b>2</b>	<b>1956</b>	<b>SFR</b>	<b>05/08/2017</b>
<b>MLS Baths</b>	<b>Yr Built</b>	<b>Type</b>	<b>MLS List Date</b>

Active Listing 

## Owner Information

Owner Name:	<b>Hopwood Kathleen M</b>	Tax Billing Zip:	<b>43221</b>
Owner Name 2:	<b>Hopwood Barry A</b>	Tax Billing Zip+4:	<b>1837</b>
Tax Billing Address:	<b>2579 Wickliffe Rd</b>	Owner Occupied:	<b>Yes</b>
Tax Billing City & State:	<b>Columbus, OH</b>		

## Location Information

School District:	<b>070</b>	Carrier Route:	<b>C020</b>
School District Name:	<b>Upper Arlington</b>	Market Area:	<b>36 16AU</b>
Subdivision:	<b>East Cleft On Scioto</b>	Neighborhood Code:	<b>2102-2102</b>
Census Tract:	<b>63.30</b>	Township/Tax Dist Desc:	<b>City Of Upper Arlington</b>

## Tax Information

Tax ID:	<b>070-005554</b>	Tax Area:	<b>070</b>
Alt APN:	<b>070-005554-00</b>	Lot Number:	<b>248</b>
% Improved:	<b>59%</b>		
Legal Description:	<b>WICKLIFFE RD EAST CLEFT 248</b>		

## Assessment & Tax

Assessment Year	2016	2015	2014
Assessed Value - Total	\$66,115	\$61,915	\$61,915
Assessed Value - Land	\$27,230	\$27,230	\$27,230
Assessed Value - Improved	\$38,885	\$34,685	\$34,685
YOY Assessed Change (\$)	\$4,200	\$0	
YOY Assessed Change (%)	6.78%	0%	
Market Value - Total	\$188,900	\$176,900	\$176,900
Market Value - Land	\$77,800	\$77,800	\$77,800
Market Value - Improved	\$111,100	\$99,100	\$99,100

Total Tax	Tax Year	Change (\$)	Change (%)
\$4,206	2014		
\$4,201	2015	-\$5	-0.11%
\$4,490	2016	\$289	6.88%

## Characteristics

State Use:	<b>Single Family</b>	Condition:	<b>Average</b>
Land Use:	<b>SFR</b>	Style:	<b>Conventional</b>
Lot Frontage:	<b>80</b>	Fireplace:	<b>Y</b>
Lot Depth:	<b>236</b>	Water:	<b>Type Unknown</b>
Lot Acres:	<b>0.4334</b>	Sewer:	<b>Type Unknown</b>
Building Sq Ft:	<b>1,092</b>	Cooling Type:	<b>Yes</b>
Above Gnd Sq Ft:	<b>1,092</b>	Heat Type:	<b>Heated</b>
Stories:	<b>1</b>	Garage Type:	<b>Attached Garage</b>
Bedrooms:	<b>3</b>	Garage Capacity:	<b>MLS: 2</b>
Total Baths:	<b>2</b>	Exterior:	<b>Masonry</b>
MLS Total Baths:	<b>2</b>	Year Built:	<b>1956</b>

Courtesy of Mark Cathers, Columbus REALTORS

The data within this report is compiled by CoreLogic from public and private sources. If desired, the accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

## Property Detail

Generated on 05/10/2017

Page 1 of 3

Full Baths: **1**  
 Half Baths: **1**  
 Total Rooms: **5**  
 Basement Type: **Full**

Effective Year Built: **1956**  
 # of Buildings: **1**  
 Total Units: **1**

## Listing Information

MLS Listing Number: **217015114**      MLS Current List Price: **\$199,900**  
 MLS Status: **Active**      MLS Orig. List Price: **\$199,900**  
 MLS Status Change Date: **05/08/2017**      Listing Agent Name: **397646-Carolyn A Gifford**  
 MLS Listing Date: **05/08/2017**      Listing Broker Name: **HER, REALTORS**

<b>MLS Listing #</b>	217015114	8415
<b>MLS Status</b>	Active	Closed
<b>MLS Listing Date</b>	05/08/2017	04/21/1995
<b>MLS Listing Price</b>	\$199,900	\$124,900
<b>MLS Orig Listing Price</b>	\$199,900	\$124,900
<b>MLS Close Date</b>		06/05/1995
<b>MLS Listing Close Price</b>		\$123,900

## Last Market Sale & Sales History

Recording Date: **06/06/1995**      Deed Type: **Grant Deed**  
 Settle Date: **06/06/1995**      Owner Name: **Hopwood Kathleen M**  
 Document Number: **9698**      Owner Name 2: **Hopwood Barry A**  
 Sale Price: **\$123,900**      Seller: **Est Eleanor M**

<b>Recording Date</b>	06/06/1995
<b>Sale Price</b>	\$123,900
<b>Buyer Name</b>	Hopwood Kathleen M & Barry A
<b>Seller Name</b>	Est Eleanor M
<b>Document Number</b>	9698
<b>Document Type</b>	Grant Deed

## Mortgage History

<b>Mortgage Date</b>	01/26/2007	09/27/2006	03/30/1999	03/29/1999	06/06/1995
<b>Mortgage Amount</b>	\$52,500	\$123,500	\$21,000	\$106,500	\$55,000
<b>Mortgage Lender</b>	Ohio Svgs Bk	Ohio Svgs Bk	Ohio Svgs Bk	Ohio Svgs Bk	State Svgs Bk
<b>Mortgage Type</b>	Refi	Refi	Refi	Refi	Resale
<b>Mortgage Code</b>	Conventional	Conventional	Conventional	Conventional	Conventional

# **PROPERTY LOCATION MAP:**



# Google Maps 2579 Wickliffe Rd



**2579 Wickliffe Rd**  
Columbus, OH 43221



At this location

**Hopwood Construction**  
Financial Planner · 2579 Wickliffe Rd



# 2579 Wickliffe



# SURVEYS/PLAT MAPS:







## **CONTRACTS AND DISCLOSURES:**

- CONSUMER GUIDE TO AGENCY RELATIONSHIPS
- AGENCY DISCLOSURE STATEMENT
- TERMS AND CONDITIONS (BID CARD)
- PROPERTY DISCLOSURES (IF APPLICABLE)
- AUCTION PURCHASE AGREEMENT
- NON-REFUNDABLE DEPOSIT RELEASE



## CONSUMER GUIDE TO AGENCY RELATIONSHIPS

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

### **Seller Agency:**

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

### **Buyer Agency:**

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

### **Dual Agency:**

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

### **In Company Split Agency:**

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

## HER REALTORS AGENCY POLICY

### **SELLER'S AGENCY:**

Both HER Realtors and its affiliated licensee who represent the seller owe that seller the duties of loyalty, obedience, confidentiality, accounting and reasonable skill and care. The agent and company act solely on behalf of our seller, seeking the best price and terms for him/her regardless of whether the buyer or buyer's agent is compensating HER Realtors. As seller's agent, we also have a duty to disclose to our seller all material information obtained from the purchaser or from any other source unless prohibited by law or agreement. An HER Realtors licensee who holds an open house on behalf of an HER Realtors seller's agent will be considered a "host" and not the seller's agent unless it is agreed to in writing or otherwise required by law.

### **BUYER'S AGENCY:**

Both HER Realtors and its affiliated licensee who represent the buyer owe duties of loyalty, obedience, confidentiality, accounting, and reasonable skill and care. The agent and company act solely on behalf of our buyer, seeking the best price and terms for him/her regardless of whether the seller or seller's agent is compensating HER Realtors. As buyer's agents, we also have a duty to disclose to the buyer all material information obtained from the seller or from any other source unless prohibited by law or agreement. In the event a buyer elects to view or purchase a property listed by his/her agent, HER Realtors and the agent will act as a dual agent on behalf of the seller and the potential buyer. (See Dual Agency below.)

**In Company Split Agency:**

HER Realtors does represent both buyers and sellers. When HER Realtors lists property for sale the brokerage and the listing agent represent the seller. Likewise when HER Realtors represents a buyer the brokerage and the affiliated licensee represent that buyer. When the buyer and seller are represented by two different HER Realtors agents, the agents will represent the best interests of their respective clients. HER Realtors and its management level licensees, who do not directly represent a party or themselves in the transaction, are dual agents. As dual agents they will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

**Dual Agency:**

In the event both the buyer and seller are represented by the same HER Realtors agent, a dual agency exists. HER Realtors and the agent for both parties will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that will place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties HER Realtors has listed. In that instance, HER Realtors and its agent will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

**Cooperative Brokerage:**

HER Realtors does offer representation to both buyers and sellers. When HER Realtors lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. HER Realtors does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because HER Realtors shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead that company will be looking out for the buyer and will not be representing your interests. When acting as a buyer's agent, HER Realtors also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

**Fair Housing Statement**

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.

_____ Name (Please Print)	_____ Name (Please Print)
_____ Signature	_____ Signature
_____ Date	_____ Date



# Consumer Guide to Agency Relationships

We are pleased you have selected Real Estate Showcase to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Real Estate

Showcase can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Following is some information that explains the various services agents can offer and their options for working with you.

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

## Representing Sellers

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

## Representing Buyers

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

## Dual Agency

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

## Representing Both the Buyer & Seller

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

## Working with Real Estate Showcase

Real Estate Showcase does offer representation to both buyers and sellers. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client, but Real Estate Showcase and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. Real Estate Showcase will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

There are two narrow exceptions to this general rule in the license law. The first is where the management-level licensee is selling his own property or purchasing property for himself. The other is where the management-level licensee is personally representing either a seller or a buyer. In either of these instances, if the management level licensee becomes involved in a transaction in which the other party is represented by an agent affiliated with the brokerage, the management-level licensee is not required to be a dual agent provided there

is another broker or manager to supervise the other agent involved in the transaction.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties Real Estate Showcase has listed. In that instance, Real Estate Showcase will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

## Working with Other Brokerages

When Real Estate Showcase lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. Real Estate Showcase does reserve the right, in some instances, to vary the compensation it offers to other brokerages.

As a seller, you should understand that just because Real Estate Showcase shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead, that company will be looking out for the buyer and Real Estate Showcase will be representing your interests.

When acting as a buyer's agent, Real Estate Showcase also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

## Auctions

Real Estate Showcase and the selling Auctioneer represent only the seller in an auction situation. Buyers are treated as customers, unless a previous agency relationship exists. In this instance Real Estate Showcase would be a dual agent.

## Fair Housing Statement

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, 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, disability as defined in that section, military status 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.

Blockbusting is also illegal.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign, acknowledging receipt of this Consumer Guide. Your signature will not obligate you to work with our company if you do not choose to do so.

## Receipt of Consumer Guide

By signing below, I hereby acknowledge that I have received the "Consumer Guide to Agency Relationships" of Real Estate Showcase.

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_

date \_\_\_\_\_

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_

date \_\_\_\_\_





# 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 agent or 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 the tenant.)

Property Address: 2579 Wickliffe Rd. Columbus OH 43221

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

Seller(s) Barry and Kathleen Hopwood

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT (S) BROKERAGE

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT (S) BROKERAGE

## II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage \_\_\_\_\_ represent both the buyer and the seller, check the following relationship that will apply:

Agent(s)

work(s) for the buyer and Agent(s)

work(s) for the seller. Unless personally involved in the transaction, the 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 the seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they 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 relationship does exist, explain:*

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Carolyn Gifford and real estate brokerage HER Realtors will

be "dual agents" representing both parties' in this transaction in a neutral capacity. 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 relationship does exist, explain:*

represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his / her own best interest. Any information provided the agent may be disclosed to the agent's client.

### CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER / TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER / LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

BUYER / TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER / LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

# DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

**As a dual agent, the agent(s) and brokerage shall:**

- Treat both clients honestly;
- Disclosed 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 of 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 half of one party.

**Compensation:** Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

**Management Level Licenses:** Generally the 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 broker and manager are dual' agents. There are two exceptions to this. The first is where the broker or manager is personally representing on of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another 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 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 an attorney or to:

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



Team Disclosure

To Accompany the State of Ohio Agency Disclosure Statement (01/01/05)

Carolyn Gifford \_\_\_\_\_, lead sales agent, and the following licensed agents are the team members of Carolyn Gifford \_\_\_\_\_:

Tom Rawn Auctioneer  
Mark Cathers



# 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 agent or 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 the tenant.)

Property Address: 2579 Wickliffe Rd. Columbus OH 43221

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

Seller(s) Barry and Kathleen Hopwood

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

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work(s) for the buyer and Agent(s)

work(s) for the seller. Unless personally involved in the transaction, the 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.

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## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Andy White and Peter Gehres and real estate brokerage RES Auction will

be "dual agents" representing both parties' in this transaction in a neutral capacity. 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 relationship does exist, explain:*

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## CONSENT

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BUYER / TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER / LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

BUYER / TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER / LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_



# DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

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- 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.

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- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms of 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 half of one party.

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**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 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 an attorney or to:

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



Property Address: 2579 Wickliffe Rd. Columbus OH 43221

BUYER NUMBER: \_\_\_\_\_ TERMS AND CONDITIONS OF AUCTION

**1. Buyer Obligations.** The proposed buyer ("Buyer") must execute a bid card containing the following Terms and Conditions prior to bidding at auction. Although there is no obligation to bid, any prospective buyer must register in order to bid at the Auction sale. If Buyer is the highest bidder at the Auction, Buyer will execute an Auction Purchase Contract with Seller as Buyer of the Property.

**2. Deposits.** Prior to bidding, Buyer must present a cashier's check, certified check, or money order (the "Deposit Check") payable to the Buyer in an amount equal to the deposit as advertised or as otherwise announced by the Auctioneer. A personal check may only be accepted in the discretion of the Auctioneer (as defined below). If Buyer is the successful bidder, Buyer will endorse the Deposit Check over to RES Auction Services ("RES") for deposit in its non-interest bearing trust/escrow account. These funds will be dispersed at the successful closing of said property which shall occur within thirty (30) days of the Auction or as otherwise specified by the Auction Purchase Contract. RES will not be responsible for bad checks or unpaid debt issued by buyer.

**3. Auction Type.** Properties may be offered through any of the following Auction methods. Auctioneer reserves the right to withdraw the Property, Properties, or any part thereof.

- A) Absolute Bid - The property will be sold to the highest bidder regardless of price.
- B) Minimum Bid - The property will be sold to the highest bidder at or above the published price.
- C) Reserve Bid - Property to be sold to the highest bidder at or above the unpublished price.

**4. Conditions of The Auction.** All auctions to be conducted by auctioneer(s) licensed with the Ohio Division of Agriculture (the "Auctioneer") pursuant to separate agreement with RES. The Auctioneer's decision is final in the event of a dispute over any Auction matter. The Auctioneer reserves the right to accept bids in any increments that are in the best interest of its client(s) and reserves the right to waive any previously printed or announced requirements. All Auction day announcements by the Auctioneer supersede any printed material or any other Auction statements made previously. The Auctioneer reserves the right to bid on behalf of any Buyer. All Auction Purchase Contracts will be presented to the Seller for approval. Prior to opening the Auction for bidding, the Auctioneer reserves the right to withdraw any property including Absolute Auctions from the Auction, without penalty. Auctioneer may elect to cancel the Auction without penalty if Auctioneer believes that the outcome will not be in the Seller's best interest. If Seller is not present, the Auctioneer may elect to start or cancel the Auction without penalty.

**5. Buyer's Choice.** Properties with multiple addresses at the same Auction may be sold by the *Buyer's Choice* method. The winning bidder in each Auction round will have his/her choice of any properties that remain unsold.

**6. Multiple Parcel Sale.** A starting bid will be established on each parcel in a given order to establish a base price. The bidding will then continue on any parcel, combination of parcels, or as a whole in any given order of the bidders' choice. Only the Auctioneer will determine when the bidding has concluded and the property(s) are sold.

**7. Buyer's Premium.** Unless disclosed otherwise, an amount equal to Ten Percent (10%) of the winning bid, or \$2,500.00, whichever is greater (the "Buyer's Premium"), will be added to the final bid to establish the final Auction Purchase Contract Price. It is clearly understood by the Buyer, that the Auctioneer represents the Seller and that this Buyer's Premium in no way implies an agency relationship between the Auctioneer and Buyer.

**8. Mortgage Financing.** It is recommended Buyer conducts its due diligence to ensure the ability to perform within the allotted closing period.

**9. Property Inspection.** Buyer acknowledges that it has inspected the Property and will be purchasing the Property in an "as is" or "where is" condition. Buyer has the right and responsibility to examine the applicable county master plan and any municipal land use plans and for the area in which the property is located prior to bidding. Buyer assumes responsibility to check with the appropriate authorities regarding the Property's zoning and current or future intended use as well as any restrictions or covenants affecting the Property. The contract *will not* be

**Property Address: 2579 Wickliffe Rd. Columbus OH 43221**

contingent upon Buyer's review of such plans. The Seller, Auctioneer and agents assume no responsibility for the information contained in said plan(s) and assumes no liability for failure by Buyer to review the plans.

**10. Leased Properties.** All leased properties will be sold subject to existing leases and subject to tenant's rights under state and local statutes. Security deposits shall be transferred to the Buyer. Neither Auctioneer nor RES make any representations regarding the present or future value of the leases or anticipated revenue from existing leases.

**11. Warranties.** Neither Seller, Auctioneer, or RES make any warranties regarding the condition of the Property and will not repair any current or future hazards, failures, or property defects.

**12. Forms.** Buyer acknowledges that it has reviewed prior to bidding the appropriate forms as may be required by the State in which the Auction is being held: (A) "Disclosure of Agency Relationship", (B) A copy of the "Residential Property Disclosure Form". If a pre-1978 residential property - The Disclosure of Information and Acknowledgement / Lead Base Paint and /or Lead Base Paint Hazards as required under Title X and the Purchase contract that contains no contingencies. Buyer shall execute any and all forms as required by Ohio law.

**13. Fair Housing.** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Ohio Revised Code and the Federal Fair Housing Law 42 U. S. C. A. 3601, 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, military status, familial status as defined in section 4112.01 of the Revised Code, ancestry, handicap, 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.

**14. Indemnification.** Buyer agrees to indemnify and hold harmless Auctioneer and RES, their agents, officers, independent contractors, managers, shareholders and employees from all claims, demands, damages, liabilities and expenses (including reasonable attorney fees) arising out of any negligence, misrepresentations or non-disclosures by Seller or failure, for any reason, of Seller to close on the Property. The Auctioneer shall be held harmless by Buyer and should the property fail to go to a successful settlement for any reason. The Seller, Auctioneer and its agents shall not be held liable for any errors or omissions regarding Property. Auctioneer complies with all federal, state and local laws regarding the buying and selling of property.

**15. Buyer's Acknowledgement.** By signing below and bidding on the Property, Buyer acknowledges that if Buyer is the successful bidder, Buyer agrees and consents to the above terms and conditions. This document is part of and incorporated by reference in the Auction Listing Contract and Auction Purchase Contract. **Auctioneer(s) is licensed by the Ohio Department of Agriculture.**

**16. Conflicts.** In the event of any conflict between this document and the Auction Purchase Contract, the Auction Purchase Contract shall control. Auctioneer is licensed by the Ohio Department of Agriculture. Auctioneer is either bonded in favor of the State of Ohio, or any person aggrieved as a result of Auctioneer's actions may initiate a claim against the Auction Recovery Fund created in Section 4707.25 of the Ohio Revised Code.

**BUYER NUMBER:** \_\_\_\_\_

Buyer Signature: \_\_\_\_\_ Buyer Signature: \_\_\_\_\_

Buyer Print Name: \_\_\_\_\_ Buyer Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ 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 AA Date 5-1-17  
Owner's Initials HH Date 5-1-17

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_



2013

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: 2579 Wickliffe Rd, W.A. 43221

Owners Name(s): BARRY & KATHLEEN Hopwood

Date: 5-1, 2017

Owner [ ] is [X] is not occupying the property. If owner is occupying the property, since what date: If owner is not occupying the property, since what date: 2013

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

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

- [X] Public Water Service [ ] Holding Tank [ ] Unknown
[ ] Private Water Service [ ] Cistern [ ] Other
[ ] Private Well [ ] Spring
[ ] Shared Well [ ] Pond

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [ ] Yes No [X] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

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

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

- [X] Public Sewer [ ] Private Sewer [ ] Septic Tank
[ ] Leach Field [ ] Aeration Tank [ ] Filtration Bed
[ ] Unknown [ ] Other

If not a public or private sewer, date of last inspection: Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property? Yes [ ] No [X] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

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

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

NEW ROOF 2012

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? [X] Yes [ ] No

If "Yes", please describe and indicate any repairs completed: Change grade on North side of home (front) NEW gutters front & back

Owner's Initials [Signature] Date 5-1-17
Owner's Initials KH Date 5-1-17

Purchaser's Initials Date
Purchaser's Initials Date

Property Address 2579 Wickliffe Rd Upper Arlington OH 4321

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances?  Yes  No  
If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

Have you ever had the property inspected for mold by a qualified inspector?  Yes  No  
If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: \_\_\_\_\_

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

**E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS):** Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?  
 Yes  No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): \_\_\_\_\_

Do you know of any previous or current fire or smoke damage to the property?  Yes  No  
If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

**F) WOOD DESTROYING INSECTS/TERMITES:** Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites?  Yes  No  
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): previously treated

**G) MECHANICAL SYSTEMS:** Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

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

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): \_\_\_\_\_

**H) PRESENCE OF HAZARDOUS MATERIALS:** Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

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

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: 8x8" tiles in basement

Owner's Initials AGJ Date 5.1.17  
Owner's Initials KH Date 5.1.17

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_



Property Address 2579 Wickliffe Rd Upper Arlington OH 43221

D) 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: LEAKY ROOF

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: None

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 HH Date 5-1-17  
Owner's Initials HH Date 5-1-17

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_

Property Address 2579 Wickliffe R. Upper Arlington OH 43221

**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: [Signature] DATE: 5.1.17

OWNER: [Signature] DATE: 5.1.17

**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](http://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: \_\_\_\_\_

# DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED PAINT AND / OR LEAD-BASED PAINT HAZARDS

Property Address 2549 Wickliffe Rd  
 City Upper Arlington State Ohio Zip 43221 MLS# \_\_\_\_\_

**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 (Initial)**

- [Signature]* (a) Presence of lead-based paint and/or lead-based paint hazards (check one below)
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
  - Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- [Signature]* (b) Records and Reports available to the Seller (check one below)
- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead based hazards in the housing (list documents below):
  - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's 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 one below):
- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
  - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or paint hazards.

**Sales Associate's Acknowledgment (Initial)**

- [Signature]* (f) Sales Associate has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) 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.

Seller <i>[Signature]</i>	Date <u>5/1/17</u>	Purchaser _____	Date <u>  /  /  </u>
Seller <i>[Signature]</i>	Date <u>5/1/17</u>	Purchaser _____	Date <u>  /  /  </u>
Sales Associate <i>[Signature]</i>	Date <u>5/1/17</u>	Sales Associate _____	Date <u>  /  /  </u>



RES Auction Services

1197 Glen Dr., Suite F Millersburg, Ohio 44654 330-674-7610 or 1-888-674-7610

AUCTION PURCHASE AGREEMENT

The undersigned "Purchaser" hereby offers to purchase the following real property known as: 2579 Wickliffe Rd. Columbus OH 43221 in the County of Franklin State of Ohio and legally described as: parcel number 070-005554

(the "Property") with a final bid price of \$ plus a Buyer's Premium of \$ for a total cash price of \$ (the "Purchase Price") and upon the following terms and conditions:

- I. \$20,000.00 Nonrefundable Earnest money paid to RES Auction Services ("RES") with this offer and to be deposited into RES's trust account upon acceptance.
II. \$ Balance of funds in cash which shall be due on or before the 24th day of July, 2017 hereinafter referred to as the "Closing Date".
III. The offer contained herein shall remain open for acceptance by Seller for 2 days from the date of execution of this Contract by the Purchaser.
IV. Seller is entitled to possession through closing.

The Purchaser acknowledges that this Auction Purchase Agreement (the "Contract") is being executed as a result of Purchaser being the highest bidder at an auction conducted on this date and that the total Contract Purchase Price set forth above, by agreement and as disclosed prior to commencement of the Auction, reflects the addition of an amount equal to Ten Percent (10%) of the amount bid by Purchaser or \$2,500.00, whichever is greater, to reflect a "Buyer's Premium" for the Property. Purchaser acknowledges that payment of Buyer's Premium does not create an agency relationship, either actual or implied between Purchaser and RES.

1. Fixtures and Equipment: The Property includes the land and all appurtenant rights, privileges and easements, all buildings and fixtures, including without limitation, all of the following as are NOW on the Property: built-in appliances; heating, central air conditioning, and humidifying equipment and their control apparatus; stationary tubs; pumps; disposals; roof antennae; attached wall-to-wall carpeting and attached floor coverings; attached mirrors; plumbing; bathroom and lavatory fixtures; storm doors, storm windows and attached screen; screen doors; windows and screens; awnings, whether now in or on the Property or in storage; garage door openers and controls; attached fireplace equipment; security systems and controls (unless leased); smoke alarms; electric pet fencing, controls and equipment; landscape lighting, controls and equipment; all exterior plants and trees; and any of the following items that are checked: [ ] ranges and ovens [ ] microwave ovens [ ] dishwashers [ ] gas grills [ ] refrigerators [ ] water softeners (unless leased) [ ] window air conditioners [ ] satellite TV reception systems; Fireplace: [ ] tools [ ] screens [ ] glass doors [ ] grates [ ] irons; and all window treatments EXCEPT these window treatments:

Also INCLUDED:

NOT included:

2. Title Insurance: Prior to the Closing Date, Seller shall furnish to Purchaser and pay for a current title commitment prepared by First Ohio Title Insurance Agency or a title company of Seller's choice (the "Title Company"). Seller shall cause the title commitment to show good and merchantable title of record in Seller free and clear of all material defects, except for existing utility easements and restrictions of record, city ordinances, mineral right obligations, and zoning regulations. At Seller's expense, Seller shall obtain a policy for owner's title insurance in the amount of the Purchase Price issued by the Title Company. Seller shall deliver to Purchaser an appropriate general warranty deed (or fiduciary deed if applicable) at the Closing Date.

3. Taxes and Assessments: On or before the Closing Date, delinquent taxes, assessments, mortgages, homeowner's association fees, condominium fees and charges, if any, are to be paid by Seller and the current taxes and assessments, condominium fees, homeowners association fees and charges and rentals, if any, are to be prorated to the Closing Date in accordance with the custom of the county in which the Property is located. Agricultural tax recoupment, if any, shall be paid by Purchaser. Seller shall pay conveyance fees and all recording costs for the release of any lien, mortgage or other encumbrance.

4. Damage or Destruction of Premises: Risk of loss occurring to the Property shall be borne by Seller through the Closing Date. In the event the Property covered by this Contract shall be substantially damaged after the full execution of this Contract but before the Closing Date, upon notice of the damage, Purchaser, at its option may: (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the Property; or (b) rescind this Contract by giving written notice to Seller and/or Seller broker within ten (10) calendar days after Purchaser has received notice of such damage or destruction. If the Purchaser elects to rescind this Contract, pursuant to this Paragraph 4, the Purchaser and Seller shall immediately be released from all liability under this Contract and the Purchaser shall be entitled to recover the Deposit made hereunder. Failure by Purchaser to notify Seller or Seller's Broker in writing of Purchaser's election to rescind this Contract pursuant to this Paragraph 4 shall result in an election by Purchaser to proceed with the transaction.

5. **FINANCING:** Purchaser and Seller acknowledge and agree that this Agreement is NOT CONTINGENT upon Purchaser's ability to obtain financing.
6. **Property Inspection:** Purchaser acknowledges inspection of said Property and possesses knowledge of the condition thereof and is purchasing said Property "AS IS". Purchaser expressly acknowledges that neither Seller, nor RES have made or make any warranty of any kind whatsoever, whether expressed or implied as to the physical condition or habitability of the Property, except for the disclosure by Seller required by Section 5302.30 of the Ohio Revised Code. Purchaser and Seller shall indemnify and hold harmless RES, its agents, officers, independent contractors, auctioneers, managers, shareholders, attorneys, and employees from all claims demands, damages, liabilities and expenses (including reasonable attorney's fees) arising out of any negligence, misrepresentations or non-disclosures by Seller or Purchaser.
7. **Property Maintenance:** Seller shall maintain the Property, including improvements, lawn, shrubs, trees, plumbing fixtures, electrical wiring, furnaces, and other mechanical equipment (including major appliances such as refrigerators, stoves, garbage disposals, etc.), in its present condition pending closing and transfer of possession, normal and reasonable wear excepted. Seller shall be responsible for maintaining fire and extended coverage insurance on the Property until the Closing Date.
8. **Utilities:** Seller shall pay for all utilities to the date of transfer of possession and shall notify Purchaser of the date of the final readings in order to avoid termination of utility service. Seller shall pay for any repairs or replacements of plumbing, gas or electrical facilities required by the utility provider at the time of transfer of utility services.
9. **Commission:** Seller agrees to pay RES the commission as stated in the Real Estate Auction Listing Agreement, which sum shall be paid to RES on the Closing Date.
10. **Notice of Default:** The parties agree that in the event Purchaser defaults in the payment of any sums due hereunder or fails to close the purchase of the Property on or before the Closing Date, Seller will incur damages difficult to ascertain as of the date of this Contract. In the event Purchaser defaults in the payment of any sums due hereunder, does not perform its obligations under this Contract, otherwise or fails to close the purchase of the Property on or before the Closing Date, without default on the part of the Seller, this Contract shall be deemed null and void and the Deposit shall be dispersed to the Seller and RES in accordance with the Listing Agreement executed by Seller and RES as liquidated damages. The parties agree that forfeiture of the Deposit is not intended to be a penalty and is a reasonable calculation of damages incurred by Seller and RES. Forfeiture of Deposit shall not limit the remedies sought by Seller as a result of any default by Purchaser on any of the terms and conditions of this Contract.
11. **Miscellaneous:** This Contract constitutes the entire agreement between the parties. It is understood between the Seller and Purchaser that no verbal agreements or understandings are binding in any manner whatsoever upon the parties hereto. Time is of an essence as to all terms contained herein.
12. **Term Definition:** The term "Seller" shall be read as "Sellers" if more than one person are Sellers, in which case their obligations shall be joint and several. The term "Purchaser" shall be read as "Purchasers" if more than one person are Purchasers, in which case their obligation shall be joint and several.
13. **DISCLOSURES: PURCHASER ACKNOWLEDGES EXECUTING AND RECEIVING A RECEIPT OF THE FOLLOWING PRIOR TO EXECUTING THIS AGREEMENT: (A) "DISCLOSURE OF AGENCY RELATIONSHIP", AS REQUIRED BY THE STATE WHERE PROPERTY IS LOCATED; (B) A COPY OF THE "RESIDENTIAL PROPERTY DISCLOSURE FORM" AS REQUIRED BY THE STATE WHERE PROPERTY IS LOCATED; (C) IF A PRE 1978 RESIDENTIAL PROPERTY – THE DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT / LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS AS REQUIRED UNDER TITLE X; (D) AND A COPY OF THIS CONTRACT.**
14. **Earnest Money Deposits:** Unless otherwise provided in this Contract, the Deposit shall be deposited into **RES AUCTION SERVICES TRUST ACCOUNT** or **ASSIGNS** non-interest bearing trust account. In the event of a Purchaser default, RES shall dispose of the Deposit pursuant to Paragraph 10 of this Contract. In the event of a dispute between the Purchaser and Seller, the Deposit will be retained by RES or ASSIGN until either: (a) RES receives written instructions signed by both parties directing payment of the Deposit; (b) RES receives a final court order directing payment of the Deposit; or (c) RES chooses to disperse the deposit in accordance with Section 4735.24 of the Ohio Revised Code. Purchaser and Seller shall indemnify and hold harmless RES, its agents, officers, independent contractors, managers, shareholders, attorneys, and employees from all claims demands, damages, liabilities and expenses (including reasonable attorney's fees) from any and all liability and expense (including reasonable attorney fees) pertaining to a dispute regarding the Deposit.
15. **Governance:** This Contract shall be governed by and construed in accordance with the laws of the state in which the Property is located.
16. **Representations and Warranties:** All representations, covenants and warranties of the parties, contained in this Contract, shall survive the Closing Date.
17. **Contract Modifications:** All modifications to this Contract must be in writing signed by both Seller and Purchaser.
18. **Terms and Conditions:** The parties hereby acknowledge receipt of the Real Estate Auction Terms and Conditions which are specifically incorporated by reference herein.
19. **The parties hereby acknowledge that the auctioneer conducting the Auction is licensed by the Ohio Department of Agriculture and is bonded in favor of the State of Ohio. PURCHASER ACKNOWLEDGES THAT HE HAS BEEN ADVISED TO RETAIN A COMPETENT ATTORNEY TO EXAMINE THE EVIDENCE OF TITLE.**

20. **Hold Harmless:** Seller and Purchaser each warrant that they have had no dealings with any real estate brokers or agents in connection with the sale of the Property other than RES and the co-operating listing broker, if any, listed on the bottom of this Contract. Each party hereby agrees to indemnify, defend and hold harmless the other party from and against any liability, cost or expense, including attorney's fees, as a result of any claim for a commission, fee or other compensation made by any other real estate broker.

21. **Fair Housing.** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Ohio Revised Code and the Federal Fair Housing Law 42 U. S. C. A. 3601, 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, military status, familial status as defined in section 4112.01 of the Revised Code, ancestry, handicap, 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.

22. **Additional Terms:** \_\_\_\_\_  
\_\_\_\_\_

23. **Earnest Money Deposit:**

Broker acknowledges receipt of the sum \$ \_\_\_\_\_ by [ ] Cash [ ] Check [ ] Other \_\_\_\_\_ which shall be held, deposited and disbursed pursuant to paragraph 14. Check Number: \_\_\_\_\_

Brokerage: **RES Auction Services**, By: \_\_\_\_\_, Date: \_\_\_\_\_

Offer to Purchase made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

The undersigned **Buyer** agrees to the terms and conditions and acknowledges the receipt here of:

The undersigned **Seller** agrees to the terms and conditions and acknowledges the receipt here of:

Buyer Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Seller Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Buyer Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
Address: \_\_\_\_\_

Seller Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Deed to: \_\_\_\_\_

Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax #: \_\_\_\_\_

Attorney: \_\_\_\_\_  
Off. #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

Attorney: \_\_\_\_\_  
Off. #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

Broker: \_\_\_\_\_  
Broker Number: \_\_\_\_\_  
Off. #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Address: \_\_\_\_\_

Broker: **RES Auction Services**  
Broker No.: \_\_\_\_\_  
Off. #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Address: \_\_\_\_\_

Agent: \_\_\_\_\_  
Auctioneer: \_\_\_\_\_  
Agent File Number: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Alternate Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

Agent: \_\_\_\_\_  
Auctioneer: \_\_\_\_\_  
Agent File No.: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Alternate Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_



**ESCROW AND RELEASE AGREEMENT FOR  
NON-REFUNDABLE DEPOSIT**

This Escrow and Release Agreement for Non-Refundable Deposit (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, (the "Effective Date") by and among \_\_\_\_\_ (the "Purchaser"), \_\_\_\_\_ (the "Seller"), RES AUCTION SERVICES ("RES") or Assign, located at 1197 Glen Dr., Suite F Millersburg, Ohio 44654.

**WHEREAS**, the undersigned Purchaser and Seller desire to deposit certain non-refundable earnest monies with RES or Assign related to the purchase and sale of real property located at:

\_\_\_\_\_ being purchased at a real estate auction being held on the Effective Date.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the mutual covenants herein set forth, it is agreed as follows:

1. Purchaser hereby deposits \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the "Deposit") with RES or Assign to be placed in their non-interest bearing trust account and disbursed in accordance with the terms of the Auction Purchase Agreement executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ (the "Purchase Contract");
2. RES or ASSIGN shall disburse the Deposit as follows:
  - a. Upon notice from the Seller and Purchaser of the closing under the Purchase Contract, RES or ASSIGN shall disburse the Deposit to Seller.
  - b. The parties agree that in the event Purchaser defaults in the payment of any sums due under the Purchase Contract or fails to close under the Purchase Contract on or before the Closing Date (as that term is defined in the Purchase Agreement) without default on the part of the Seller, RES or ASSIGN shall disperse the Deposit to the Seller and RES in accordance with the Listing Agreement executed by Seller and RES as liquidated damages. The parties agree that forfeiture of the Deposit is not intended to be a penalty and is a reasonable calculation of damages incurred by Seller and RES.
  - c. If there is a failure to close under the Purchase Contract for any reason other than the reasons stated in Paragraph 2(a) or 2(b), either Seller or Purchaser may give notice to the other and to RES that such party is entitled to the Deposit under the terms of this Agreement. The other party shall have ten (10) days after it is served with that notice to notify RES that it disputes the disbursement of the Deposit. If the other party does so dispute the disbursement of the Deposit by notice to RES within the ten (10) day period, then RES shall continue to hold the Deposit until it receives a joint instruction from both Seller and Purchaser or instruction (by order) from a court of competent jurisdiction. If the other party does not dispute the

- d. disbursement of the Deposit within the ten (10) day period, then RES shall disburse the Deposit pursuant to the terms of this Agreement.
- 3. RES shall follow any joint written instructions concerning the Deposit from Seller and Purchaser or any instruction from a court of competent jurisdiction.
- 4. In the event of a conflict between the terms of this Agreement and the Listing Agreement, the terms of the Listing Agreement shall control.
- 5. Unless instructed, RES shall hold all funds specified herein in a non-interest bearing escrow account.
- 6. The parties hereby agree that in the event that RES is required to respond to any court action without fault of RES, then RES shall be reimbursed for all costs and expenses (including reasonable attorney fees) all which shall be paid equally by the parties unless otherwise ordered by a court in said action.
- 7. The duties and obligations of RES shall be determined solely by the express provisions of this Agreement, and HER shall not be liable except for the performance of the duties and obligations specifically set forth in this Agreement. In addition: (a) RES shall not be responsible in any manner and the parties (one-half each) will reimburse and indemnify RES for, and hold it harmless against, any loss, liability, or expense including, but not limited to, reasonable attorneys' fees, arising out of or in connection with its acceptance of or performance of its duties and obligations under this Escrow Agreement and the reasonable costs and expenses of defending any claim or liability arising out of, or relating to, this Escrow Agreement; (b) RES shall not be liable for any error in judgment or for any act done or step taken or omitted by it in good faith or for any mistake in fact or law.
- 8. This Escrow Agreement shall terminate upon disbursement by RES or ASSIGN of the Deposit.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Seller

RES Auction Services

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_