



928 Berdan Avenue • Toledo, Ohio 43612 • 419-806-2384 • www.laplanterealestate.com

# AUCTION PURCHASE AGREEMENT

The undersigned "Purchaser" hereby offers to purchase the following real property known as: 217 Langdon Street Toledo, 43609 in the County of Lucas County, State of OH and legally described as: Parcel ID: 0450101 (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. \$ 3,000.00 Nonrefundable Earnest money paid to LaPlante Real Estate ("LaPlante") with this offer and to be deposited into LaPlantes's trust account upon acceptance.
- II. \$ \_\_\_\_\_ Balance of funds in cash which shall be due on or before the 5 day of Novemebr, 2021 (hereinafter referred to as the "Closing Date").
- III. The offer contained herein shall remain open for acceptance by Seller for \_\_\_\_\_ days from the date of execution of this Contract by the Purchaser.
- IV. Seller is entitled to possession through Tenants Rights.

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 \$3,000.00, 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 LaPlante.

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 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 LaPlante Real Estate 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 LaPlante Real Estate, 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 LaPlante Real Estate the commission as stated in the Real Estate Auction Listing Agreement, which sum shall be paid to LaPlante Real Estate 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 LaPlante Real Estate in accordance with the Listing Agreement executed by Seller and LaPlante Real Estate 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 LaPlante Real Estate. 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 LaPlante Real Estate's non-interest bearing trust account. In the event of a Purchaser default, LaPlante Real Estate 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 LaPlante Real Estate until either: (a) LaPlante Real Estate receives written instructions signed by both parties directing payment of the Deposit; (b) LaPlante Real Estate receives a final court order directing payment of the Deposit; or (c) LaPlante Real Estate chooses to disperse the deposit in accordance with Section 4735.24 of the Ohio Revised Code. Purchaser and Seller shall indemnify and hold harmless LaPlante Real Estate, 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 LaPlante 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: LaPlante Real Estate, 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:

Buyer Signature:

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

Buyer Signature:

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Fax #: \_\_\_\_\_

Deed to: \_\_\_\_\_

Attorney: \_\_\_\_\_

Off. #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Broker: \_\_\_\_\_

Broker Number: \_\_\_\_\_

Off. #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Agent: \_\_\_\_\_

Auctioneer: \_\_\_\_\_

Agent File Number: \_\_\_\_\_

Phone #: \_\_\_\_\_

Alternate Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

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

Seller Signature:

Print Name: Shital Parikh

Seller Signature:

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Fax #: \_\_\_\_\_

Attorney: \_\_\_\_\_

Off. #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Broker: LaPlante Real Estate

Broker No.: \_\_\_\_\_

Off. #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Agent: Nicholas Pinotti

Auctioneer: \_\_\_\_\_

Agent File No.: \_\_\_\_\_

Phone: 419-283-8800

Alternate Phone #: 4192838800

Fax #: \_\_\_\_\_

Email: nickpinotti@gmail.com

## 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"), Shital Parikh \_\_\_\_\_ (the "Seller), and LaPlante Real Estate ("LaPlante").

**WHEREAS**, the undersigned Purchaser and Seller desire to deposit certain non-refundable earnest monies with LaPlante Real Estate related to the purchase and sale of real property located at: 217 Langdon Street, Toledo, OH 43609 \_\_\_\_\_ 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 Three thousand \_\_\_\_\_ Dollars (\$\$3,000.00 ) (the "Deposit") with LaPlante to be placed in LaPlante's non-interest bearing trust account and disbursed in accordance with the terms of the Auction Purchase Agreement executed on the 27 day of October, 2021 (the "Purchase Contract");
2. LaPlante shall disburse the Deposit as follows:
  - a. Upon notice from the Seller and Purchaser of the closing under the Purchase Contract, LaPlante 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, LaPlante shall disperse the Deposit to the Seller and LaPlante in accordance with the Listing Agreement executed by Seller and LaPlante 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 LaPlante.
  - 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 LaPlante 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 LaPlante that it disputes the disbursement of the Deposit. If the other party does so dispute the disbursement of the Deposit by notice to LaPlante within the ten (10) day period, then LaPlante 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 disbursement of the Deposit within the ten (10) day period, then LaPlante shall disburse the Deposit pursuant to the terms of this Agreement.
3. LaPlante 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, LaPlante shall hold all funds specified herein in a non-interest bearing escrow account.
6. The parties hereby agree that in the event that LaPlante is required to respond to any court action without fault of LaPlante, then LaPlante 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 LaPlante shall be determined solely by the express provisions of this Agreement, and LaPlante shall not be liable except for the performance of the duties and obligations specifically set forth in this Agreement. In addition: (a) LaPlante shall not be responsible in any manner and the parties (one-half each) will reimburse and indemnify LaPlante 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) LaPlante 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 LaPlante of the Deposit.

Purchaser

Seller

Purchaser

Seller

**LaPlante Real Estate**

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

By:

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



# 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: 217 Langdon Street, Toledo, OH 43609

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

Seller(s): Shital Pariktt

## 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 Nicholas Pinotti, and LaPlante Real Estate  
AGENT(S) BROKERAGE

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

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

- Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) \_\_\_\_\_ and real estate brokerage \_\_\_\_\_ will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_
- represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

## CONSENT

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

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

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

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

\_\_\_\_\_  
S

*Shital Pariktt*

DATE  
dotloop verified  
10/17/21 1:35 PM EDT  
11L7-8P48-B111-CV6M

# 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, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100



## CONSUMER GUIDE TO AGENCY RELATIONSHIP

We are pleased you have selected **LaPlante Real Estate** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **LaPlante Real Estate** 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. This information is provided to explain the various services agents can offer and their options for working with you.

### REPRESENTING THE SELLER

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 THE BUYER

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 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 that represents the seller also represents 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 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 confidentiality of all parties.

### WORKING WITH LAPLANTE REAL ESTATE

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 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. **LaPlante Real Estate** will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

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 a receipt 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.

In the event that both the buyer and seller are represented by the same agent that agent and **LaPlante Real Estate** will act as a dual agent, but only if both parties agree. As a dual agent, they 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 would 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 that 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 **LaPlante Real Estate** has listed. In that instance **LaPlante Real Estate** 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 **LaPlante Real Estate** lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. **LaPlante Real Estate** 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 **LaPlante Real Estate** 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 **LaPlante Real Estate** will be representing your interests. When acting as a buyer's agent, **LaPlante Real Estate** 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.



# CONSUMER GUIDE TO AGENCY RELATIONSHIP

## 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, 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.

Because it is important that you have this information, Ohio law requires that we ask you to sign below to acknowledge receipt of this pamphlet.

Your signature below does not obligate you to work with **LaPlante Real Estate**

*Shital Parikh* dotloop verified  
10/17/21 11:25 AM EDT  
HXCC-MWGC-2CRP-DFNL

Signature

10/08/2021

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

*Nicholas Pinotti* dotloop verified  
10/16/21 3:23 PM EDT  
TDYW-TD6R-4ZXS-E3LX

Agent's Signature

10/08/2021

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  Date 10/08/2021  
Owner's Initials  Date \_\_\_\_\_

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



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: 217 Langdon Street, Toledo, OH 43609

Owners Name(s): Shital Pariktt

Date:

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: NA-Rental

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, [ ] Private Water Service, [ ] Private Well, [ ] Shared Well, [ ] Holding Tank, [ ] Cistern, [ ] Spring, [ ] Pond, [ ] Unknown, [ ] Other

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) [X] Yes [ ] No

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

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 [X] No If "Yes", please describe and indicate any repairs completed:

Owner's Initials SP Date 10/08/2021

Purchaser's Initials Date

**Property Address** 217 Langdon Street, Toledo, OH 43609

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): \_\_\_\_\_

**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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. If "Yes", indicate level of gas if known	_____	_____	_____
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input 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: \_\_\_\_\_

Owner's Initials  Date 10/08/2021  
Owner's Initials  Date \_\_\_\_\_

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

**Property Address** 217 Langdon Street, Toledo, OH 43609

**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?

	Yes	No		Yes	No
1) Boundary Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4) Shared Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Boundary Dispute	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5) Party Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Recent Boundary Change	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6) Encroachments From or on Adjacent Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

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

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

Owner's Initials  Date 10/08/2021  
Owner's Initials  Date \_\_\_\_\_

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

Property Address 217 Langdon Street, Toledo, OH 43609

### 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:	<i>Shital Parikh</i>	dotloop verified 10/17/21 11:25 AM EDT BQEM-HF0F-2SYL-WAPS	DATE: _____
OWNER:			DATE: _____

### RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner’s agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent’s receipt of this form or an amendment of this form.

**Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser’s decision to purchase the property.**

**Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio’s Sex Offender Registration and Notification Law (commonly referred to as “Megan’s Law”). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio’s Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff’s office regarding the notices they have provided pursuant to Megan’s Law.**

**Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at [www.dnr.state.oh.us](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 on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

Property Address 217 Langdon Street, Toledo, OH 43609

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

### Seller's Disclosure

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

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

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

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

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

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

### Purchaser's Acknowledgment (initial)

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

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

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

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

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

### Agent's Acknowledgment (initial)

(f)  Agent 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.

<i>Sital Parikh</i>	<small>dotloop verified 10/17/21 11:25 AM EDT H2K6-L2FH-Z58Q-IY9K</small>		
Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
<i>Nicholas Pinette</i>	<small>dotloop verified 10/16/21 3:26 PM EDT LFDH-X977-24MF-UR0H</small>		
Agent	Date	Agent	Date