SALT OF CO.

STATE OF OHIO

DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

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

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

OWNER INSTRUCTIONS

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

Owner's Initials	
Owner's Initials	FTD

Purchaser's Initials
Purchaser's Initials



STATE OF OHIO DEPARTMENT OF COMMERCE

RE	SIDENTIAL PROPERTY DIS	CLOSURE FORM	
Pursuant to section 5302.30 of the Re	vised Code and rule 1301:5-6-10 of the	Administrative Code.	
TO BE COMPLETED BY OWNER	R (Please Print)		
Property Address:			
Our and Name (a)	2210 Medina Avenue, Columbus	i, OH 43211	_
Owners Name(s):	Frank T Douglas		
Date:			
Owner is is not occupying the	property. If owner is occupying the pro	pperty, since what date:	
	If owner is not occupying the pro-	operty, since what date:	
THE FOLLOWING STATE	MENTS OF THE OWNER ARE BA	SED ON OWNER'S ACTUAL KNOWLEDGE	
	12)		
A) WATER SUPPLY: The source	of water supply to the property is (check ce Holding Tank	Property Control of the Control of t	
Private Water Service		Unknown Other	
Private Walei Servi		_	
Shared Well	Pond		
_		·	1
Do you know of any current leaks, ba	ckups or other material problems with the	he water supply system or quality of the water? unger than the past 5 years):	Yes
no in tes , please describe and i	ndicate any repairs completed (out not i	onger man the past 3 years)	
Is the quantity of water sufficient for	your household use? (NOTE: water usage	ge will vary from household to household) 🔯 res 📮	No
•			_
B) SEWER SYSTEM: The nature of	of the sanitary sewer system servicing th	ne property is (check appropriate boxes):	
Public Sewer Leach Field	Private Sewer	Septic Tank Filtration Bed	
	Other		
If not a public or private sewer, date of	of last inspection:	Inspected By:	
		roblems with the sewer system servicing the property	
Yes No If "Yes", please de	scribe and indicate any repairs complete	ed (but not longer than the past 5 years):	
	• 4 641 4 6	Land the managed in smallette from the	
Information on the operation and n denartment of health or the board	naintenance of the type of sewage syst of health of the health district in which	tem serving the property is available from the h the property is located.	
•		al problems with the roof or rain gutters?	No
If "Yes", please describe and indicate	any repairs completed (but not longer the	han the past 5 years):	=3110
D) WATER INTRUSION: Do you	know of any previous or current water	er leakage, water accumulation, excess moisture or o	ther
defects to the property, including but if "Yes", please describe and indicate	not limited to any area below grade, bas	ement or crawl space? LYes MNo	
11 1 es , prease describe and indicate	any repairs completed.		
0 1100 500		Duraha	
Owner's Initials Owner's Initials	4	Purchaser's Initials Purchaser's Initials	
ETD	(Page 2 of 5)		

Property Address	2210 Medina Avenue, Columbus, OH 43211			
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 If "Yes", please describe and indicate whe	for mold by a qualified inspector? Tyes No whether you have an inspection report and any remediation undertaken:			
	ontains mold. Some people are more sensitive to mold than others. If concerned about ave a mold inspection done by a qualified inspector.			
EXTERIOR WALLS): Do you know of than visible minor cracks or blemishes) or interior/exterior walls?	OUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND any previous or current movement, shifting, deterioration, material cracks/settling (other other material problems with the foundation, basement/crawl space, floors, or ibe and indicate any repairs, alterations or modifications to control the cause or effect of any e past 5 years):			
Do you know of any previous or current If "Yes", please describe and indicate any	t fire or smoke damage to the property?			
insects/termites in or on the property or an If "Yes", please describe and indicate any	TERMITES: Do you know of any previous/current presence of any wood destroying by existing damage to the property caused by wood destroying insects/termites? Yes No inspection or treatment (but not longer than the past 5 years):			
mechanical systems? If your property doe YES NO 1) Electrical 2) Plumbing (pipes) 3) Central heating 4) Central Air conditioning 5) Sump pump 6) Fireplace/chimney 7) Lawn sprinkler	uk know of any previous or current problems or defects with the following existing as not have the mechanical system, mark N/A (Not Applicable). N/A 8) Water softener a. Is water softener leased? 9) Security System a. Is security system leased? 10) Central vacuum 11) Built in appliances 12) Other mechanical systems s is "Yes", please describe and indicate any repairs to the mechanical system (but not longer			
 identified hazardous materials on the proposition. Lead-Based Paint Asbestos Urea-Formaldehyde Foam Insulation Radon Gas a. If "Yes", indicate level of gas if kno Other toxic or hazardous substances 	Yes No Unknown			
Owner's Initials Owner's Initials	Purchaser's Initials Purchaser's Initials			

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Property Address	2210 Medina Avenue, Columbus, OH 43211
natural gas wells (plugged or unplugge	ANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or d), or abandoned water wells on the property? Yes No
Do you know of any oil gas or other r	nineral right leases on the property? Tyes No
Purchaser should exercise whatever	due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. ecords contained within the recorder's office in the county where the property is located.
J) FLOOD PLAIN/LAKE ERIE CO	ASTAL EROSION AREA: Yes No Unknown
affecting the property? Yes If "Yes", please describe and indicate a	know of any previous or current flooding, drainage, settling or grading or erosion problems of any repairs, modifications or alterations to the property or other attempts to control any 5 years):
building or housing codes, zoning ordin	ASSESSMENTS/HOMEOWNERS' ASSOCIATION: Do you know of any violations of nances affecting the property or any nonconforming uses of the property? Yes No
district? (NOTE: such designation may	ted by any governmental authority as a historic building or as being located in an historic v limit changes or improvements that may be made to the property).
Do you know of any recent or propos If "Yes", please describe:	ed assessments, fees or abatements, which could affect the property?
List any assessments paid in full (date/sList any current assessments:	amount)
including but not limited to a Commun	d rules or regulations of, or the payment of any fees or charges associated with this property, ity Association, SID, CID, LID, etc.
M) ROUNDARY LINES/ENCROAG	CHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the
following conditions affecting the prop	
 Boundary Agreement Boundary Dispute Recent Boundary Change If the answer to any of the above question 	ons is "Yes", please describe:
N) OTHER KNOWN MATERIAL I	DEFECTS: The following are other known material defects in or on the property:
NOTE RITOWN WATERIAL	PEPEC 10. The following are office known material defects in or on the property.
	efects would include any non-observable physical condition existing on the property that could property or any non-observable physical condition that could inhibit a person's use of the
Owner's Initials Owner's Initials	Purchaser's Initials Purchaser's Initials (Page 4 of 5)

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:	Frank	T	Dovo 1+5	
OWNER:	Frenk	T	Douglas	

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 <u>prior</u> to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

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

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

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

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

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

(Page 5 of 5)

Frank Douglas

2210 Medina Ave., Columbus, OH. 43211

Property Enhancements:

November 2016

- New Ceiling fans.
- New Carpet throughout the entire house.
- New ceramic tile throughout the kitchen, hallway, dining room, and bathroom.
- Newly remodeled kitchen and bathroom.
- Upgraded some windows.
- Newly repainted interior.

Residential Lease Agreement

THIS LEASE (the "Lease") dated this 14 day of November, 2010
BETWEEN:
Frank Douglas
(the "Landlord")
OF THE FIRST PART
- AND-
<u>xxxxxxx</u>
(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

1. Leased Property

1. The Landlord agrees to rent to the Tenant the house, municipally described as 2210 Medina Ave., Columbus, OH. 43211 (the "Property"), for use as residential premises only. Neither the Property nor any part of the Property will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.

- 2. Subject to the provisions of this Lease, apart from the Tenant and the Tenant's immediate family members, no other persons will live in the Property without the prior written permission of the Landlord.
- 3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
- 4. No pets or animals are allowed to be kept in or about the Property without the prior written permission of the Landlord. Upon thirty (30) days notice, the Landlord may revoke any consent previously given pursuant to this clause.
- 5. Smoking is permitted on the Property. The Tenant will be responsible for all damage caused by smoking including, but not limited to, stains, burns, odors and removal of debris.

6. Term

- 6. The term of the Lease commences at 12:00 noon on November 14, 2016 and ends at 12:00 noon on May 14, 2016.
- 7. Notwithstanding that the term of this Lease commences on November 14, 2016, the Tenant is entitled to possession of the Property at 12:00 noon on November 7, 2016.

8. Rent

- 8. Subject to the provisions of this Lease, the rent for the Property is \$675.00 per month (the "Rent").
- 9. The Tenant will pay the Rent on or before the 14th day of each and every month of the term of this Lease to the Landlord at 1505 Cranwood Dr., Columbus, OH. 43229 or at such other place as the Landlord may later designate.
- 10. The Tenant will be charged an additional amount of \$50.00 per infraction, for any late Rent paid after 11:59p.m. on the 14th of each month.

11. Security Deposit

- 11. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$675.00 (the "Security Deposit").
- 12. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits at Huntington Bank located at 1000 East Dublin-Granville Rd., Columbus, OH. 43229.
- 13. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear or for any deduction prohibited by the applicable legislation of the State of Ohio (the "Act").
- 14. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
 - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
 - c. unplugging toilets, sinks and drains;
 - d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
 - e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
 - f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
 - g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
 - h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;

i. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

15. The Tenant may not use the Security Deposit as payment for the Rent.

16. Quiet Enjoyment

16. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

17. Inspections

17. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

18. Tenant Improvements

- 18. The Tenant will obtain written permission from the Landlord before doing any of the following:
 - a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
 - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
 - c. removing or adding walls, or performing any structural alterations;
 - d. installing a waterbed(s);
 - e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;

- f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
- g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

19. Utilities and Other Charges

19. The Tenant is responsible for the payment of all utilities in relation to the Property.

20. Insurance

20. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant will obtain insurance for the personal property of the Tenant to the benefit of the Tenant. The Tenant will also insure the Property for liability insurance to the benefit of the Tenant and the Landlord.

21. Abandonment

21. If at any time during the term of this Lease, the Tenant abandons the Property or any part of the Property, the Landlord may, at its option, enter the Property by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, rent the Property, or any part of the Property, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the renting. If the Landlord's right of re-entry is exercised following abandonment of the Property by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Property to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

22. Attorney Fees

22. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay a reasonable sum for the successful party's attorney fees.

23. Governing Law

23. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Ohio, without regard to the jurisdiction in which any action or special proceeding may be instituted.

24. Severability

- 24. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
- 25. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

26. Amendment of Lease

26. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

27. Additional Clause

27. Any excessive damages beyond wear and tear to the home and/or the property will result in the withholding of the security deposit.

28. Damage to Property

28. If the Property, or any part of the Property, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Property will be promptly repaired by the Landlord and there will be an abatement of Rent corresponding with the time during which, and the extent to which, the Property may have been untenantable. However, if the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

29. Maintenance

- 29. The Tenant will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
- 30. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.
- 31. Where the Property has its own sidewalk, entrance, driveway or parking space which is for the exclusive use of the Tenant and its guests, the Tenant will keep the sidewalk, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, debris, snow and ice.
- 32. Where the Property has its own garden or grass area which is for the exclusive use of the Tenant and its guests, the Tenant will water, fertilize, weed, cut and otherwise maintain the garden or grass area in a reasonable condition including any trees or shrubs therein.
- 33. The Tenant will also perform the following maintenance in respect to the Property: Cutting the grass is required. If the grass is not maintained a \$20 grass cutting fee will be assessed.

34. Care and Use of Property

- 34. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
- 35. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
- 36. The Tenant will keep the Property reasonably clean.
- 37. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
- 38. The Tenant will not engage in any illegal trade or activity on or about the Property.
- 39. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
- 40. The Tenant agrees that no signs will be placed or painting done on or about the Property by the Tenant or at the Tenant's direction without the prior, express, and written consent of the Landlord. Notwithstanding the above provision, the Tenant may place election signs on the Property during the appropriate time periods.
- 41. If the Tenant is absent from the Property and the Property is unoccupied for a period of four consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
- 42. The hallways, passages and stairs of the building in which the Property is situated will be used for no purpose other than going to and from the Property and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.
- 43. Footwear which are soiled or wet should be removed at the entrance to the building in which the Property is located and taken into the Tenant's Property.

44. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

45. Carbon Monoxide Alarm

- 45. Prior to the Tenant taking possession of the Property, the Landlord will ensure that any carbon monoxide alarm in place is operational. Upon possession, the Landlord will provide the Tenant with working batteries, for all carbon monoxide alarms. The Landlord will be responsible for the repair and replacement of any missing or nonfunctional carbon monoxide alarm upon written request of the Tenant.
- 46. The Tenant will keep, test, and maintain in good repair all the carbon monoxide alarms in the Property. The Tenant must provide the Landlord or the Landlord's agent with a written notice if any carbon monoxide alarm needs its batteries replaced or if the alarm is stolen, removed, missing, or not operational. Further, the Tenant must notify the Landlord, or its agent, in writing of any deficiency in any carbon monoxide alarm that the Tenant is unable to fix.
- 47. No person may remove any batteries from, or in any way render inoperable, a carbon monoxide alarm except as part of the process to inspect, maintain, repair or replace the alarm or batteries in the alarm.

48. Hazardous Materials

48. The Tenant will not keep or have on the Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

49. Rules and Regulations

49. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

50. Lead Warning

50. Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

51. Address for Notice

51. For any matter relating to this tenancy, the Tenant may be contacted at the Property.

After this tenancy has been terminated, the Tenant may be contacted at the Property or at such other address as the Tenant may advise. At all times, the Tenant may also be contacted or served at or through the phone number below:

a.	Phone:	(xxxxxxxxxx
----	--------	-------------

- 52. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:
 - a. Name: Frank Douglas.
 - b. Address: 1505 Cranwood Dr., Columbus, OH. 43229.

The contact information for the Landlord is:

- c. Phone: (xxxxxxxxxxx
- d. Email address: xxxxxxxxxxxxxxx

53. General Provisions

- 53. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
- 54. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not

- defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- 55. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
- 56. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
- 57. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
- 58. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Act.
- 59. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
- 60. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 61. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
- 62. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- 63. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.

- 64. The Tenant will indemnify and save the Landlord, and the owner of the Property where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.
- 65. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.
- 66. The Tenant is responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.
- 67. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
- 68. Time is of the essence in this Lease. Every calendar day except Saturday, Sunday or U.S. national holidays will be deemed a business day and all relevant time periods in this Lease will be calculated in business days. Performance will be due the next business day, if any deadline falls on a Saturday, Sunday or a national holiday. A business day ends at five p.m. local time in the time zone in which the Property is situated.

IN WITNESS WHEREOF the parties ha	ave duly affixed their	signatures o	on this 14	_ day of
NOVEYDE, 2016.	/) []	

Landlord: Frank Douglas

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Coldwell Banker King Thompson / Cynthia Schillig Auctioneer 175 S Third St. Suite 100, Columbus, OH 43215 614-228-0808 614-205-2738

Irrevocable Letter of Instruction re: Down Payment

i, _	have purchased the real estate located at
2210 Medina Columbus, OH 43211	Parcel 010-075383
Under the terms and conditions of	the attached contract to Purchase at Public
Auction dated 02/28/2019	
 ,	
As part of this transaction I am to	make a down payment of money in the amount of
\$ 5000.00 Five Thousand doll	ars) to Coldwell Banker King
I nompson, which will noid the mo	ney in a trust account until time of closing. I
However in the event I do not also	d are to be used as part of the purchase price. e on this property, I irrevocably instruct,
Coldwell Ronker and Cunthia Schi	illig to disburse my down payment as required
under the Auction Purchase Contr	ung wasumse my down payment as required
Pursuant to Auction Purchase Con	tract, upon written instructions from the Broker
and the anthority granted in this Is	rrevocable Letter of Instruction, I authorize and
and the authority granted in this in	ompson and/or Cynthia Schillig Auctioneer, to
follow instructions from the Professions	r as to the distribution of my down payment.
ionow instituctions in that the Bi dre	as to the distribution of my down payment.
Eurther I saree to hold Coldwell E	Banker and Cynthia Schillig Auctioneer, harmless
for any such expenditure to any inc	dividuals or entities
ior any such expenditure to any inc	dividuals of entities.
I have reviewed the Auction Purch	ase Contract dated 02/28/19 and
this Irrevocable Letter of Instruction	
ALL ALLOW DE MOTOR OF AUGUL GEGIL	VII.
1. I understand the terms and	conditions of both documents
2. I am voluntarily entering th	
	tion could result in none of my down payment
being returned to me.	con could result in none of my down payment
boing returned to me.	
Buyer	Date
buyer	Date
Broker/Agent	te
No in the second	ic
Auctioneer () Will S	Date
	vau



Lead-Based Paint and Lead-Based Hazards Disclosure Form

Property A	Add	ress			2210 M	edina Avenue	
City		Columbus	_State_	ОН	_Zip	43211	MLS#
Lead Warning Statement Every buyer 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 hazard is recommended prior to purchase.							
1/3/19	(a)	closure (initial) Presence of lead-based and Known lead-based paint and	d/or lead d/or lead	l-base d-base	ed paint ed pair	t hazards (che It hazards are	ck below): present in the housings (explain):
Takks	(b)	Seller has no knowledge of Records and reports available Seller has provided the bupaint and/or lead-based pair	ole to the yer with	e seİle ı all a	er (ched vailable	ck one below). e records and	reports pertaining to lead-based
		Seller has no reports or recin the housing.	ords pe	ertainir	ng to le	ead-based pair	nt and/or lead-based paint hazard
	(c) (d) (e)	assessment or inspection hazards; or	opportur for the condu	Protec nity (c e pres ct a	t Your or muti sence risk as	Family From Lually agreed of lead-based ssessment or	ead in Your Home." upon period) to conduct a risk d paint and/or lead-based paint inspection for the presence of
Agent's A	Ack (f)	knowledgments (initial) Agent has informed the Sel of his/her responsibility to e	ler of the	e Sell omplia	er's ob ance.	ligations under	r 42 U.S.C. 4852 (d) and is aware
Certification of Accuracy The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate							
Seller Frank	7D0	uglas	dotloop verified 01/31/19 10:10 / G3KY-HMNG-X2	AM EST TR-2HDH	Buyer		
Seller					Buyer		
Agent Cynth	ia Sc	hillig	dotloop verifie 01/30/19 7:20 X6B4-PZJR-M7	PM FST	Agent		



BUYER/TENANT

BUYER/TENANT

AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by state 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:	2210 Medina Avenue, Columbus, OH 43211				
Buyer(s):					
Seller(s):					
I. TRANSACTION	N INVOLVING TWO AGENTS IN T	WO DIFFERENT BROKERAGES			
The buyer will be represented by	AGENT(S)	, and			
The seller will be represented by	Cynthia Schillig AGENT(S)	, andColdwell Banker King Thompson-Metro			
II. TRANSAC	TION INVOLVING TWO AGENTS	IN THE SAME BROKERAGE			
If two agents in the real estate brokerag represent both the buyer and the seller,	eecheck the following relationship that w	vill apply:			
Agent(s)involved in the transaction, the brok	er and managers will be "dual agents,"	work(s) for the buyer and work(s) for the seller. Unless personally which is further explained on the back of this form. they will protect all parties' confidential information.			
andexplained on the back of this form. A all parties' confidential information. this transaction has a personal, fami	will be working for both the buyer As dual agents they will maintain a neu Unless indicated below, neither the ag ly or business relationship with either t	and seller as "dual agents." Dual agency is further atral position in the transaction and they will protect gent(s) nor the brokerage acting as a dual agent in the buyer or seller. If such a relationship does exist,			
III. TRAN	SACTION INVOLVING ONLY ON	E REAL ESTATE AGENT			
Agent(s) Cynthia Schillig	and real estate brokerage	Coldwell Banker King Thompson will			
of this form. As dual agents they wi information. Unless indicated below	ll maintain a neutral position in the trar	apacity. Dual agency is further explained on the back insaction and they will protect all parties' confidential exacting as a dual agent in this transaction has a personal, attionship does exist, explain:			
- · · · · · · · · · · · · · · · · · · ·	eller or buyer in this transaction as a	a client. The other party is not represented and agrees to my be disclosed to the agent's client.			
	CONSENT				
I (we) consent to the above relationship acknowledge reading the information re		action. If there is a dual agency in this transaction, I (we) back of this form.			

SELLER/LANDLORD

SELLER/LANDLORD

DATE

DATE

DATE

DATE

dotloop verified 01/31/19 10:10 AM EST

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 the 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 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 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 one 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 real 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 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

