

# **Contracts & Forms**

# Rehab Assessment Worksheet

*The Rehab Assessment Worksheet is to be used when you are considering buying a house.*

As you know, your ultimate profit on every deal is made when you buy, not when you sell. One of your biggest considerations in this equation is how much the house will cost to fix up. As a beginner, it is easy to be overwhelmed by an ugly house, and it is easy to miss little details that can add up to a lot of expense when combined.

To avoid missing anything, use this worksheet to methodically check off every potential problem a house may have. Use your Rehabber's Guide in conjunction with this worksheet to estimate the cost of repairs.

# Rehab Assessment Worksheet

Address of Property \_\_\_\_\_

Asking Price \_\_\_\_\_

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## Exterior

### Roof

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

### Siding

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

### Windows and Doors

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

**Foundation**

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

**Driveway**

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

**Garage**

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

**Landscaping**

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

**Interior****Drywall**

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

**Paint**

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

**Carpet**

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

**Trim**

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

**Doors**

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

**Flooring**

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

**Lighting**

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

## Kitchen

### Cabinets

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

### Counter

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

### Sink/Faucet

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

## Bathroom

### **Tub/Shower**

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

### **Vanity Cabinet/Mirror**

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

### **Counter/Faucet/Fixtures**

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

## Mechanicals

### **Plumbing**

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

**Electrical**

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

**Furnace**

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

**Hot Water Tank**

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

**Air Conditioner**

Condition: Good \_\_\_\_\_ Fair \_\_\_\_\_ Bad \_\_\_\_\_

Estimated Cost to Repair \_\_\_\_\_

Notes \_\_\_\_\_

Other Comments \_\_\_\_\_

Total Cost of Repair \_\_\_\_\_

# Total Value Assessment Worksheet

*The Total Value Assessment Worksheet will help you to determine your total costs when you are thinking about doing a buy and sell deal.*

As you know, your ultimate profit on any given house is determined at the point of purchase, not at the time of sale. As we said, the cost of fixing the house up is a major part of that equation. There are many other considerations as well. Among those are:

1. The sale price after fixing home up.
2. The closing costs
3. The real estate commission
4. Carrying costs until time of sale
5. Sale costs

All these things must be accounted for to get to the bottom line and help you answer the following questions: how much you will make, how much you should offer, and if the house is worth your time.

Use this checklist to be sure not to miss any of these costs and get an honest assessment of how good the deal really is.

# Total Value Assessment Worksheet

Sale price after fixing home up \_\_\_\_\_

MINUS

## Acquisition Costs

Purchase Price \_\_\_\_\_

Closing Costs \_\_\_\_\_

Loan Costs \_\_\_\_\_

Rehab Costs \_\_\_\_\_

## Carrying Costs

Payments (4 months) \_\_\_\_\_

Property Taxes \_\_\_\_\_

Insurance \_\_\_\_\_

Utilities \_\_\_\_\_

## Sale Costs

Advertising \_\_\_\_\_

Commissions \_\_\_\_\_

Closing Costs \_\_\_\_\_

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Total Costs \_\_\_\_\_

**Net Profit** \_\_\_\_\_

# Answering Service Script for Calls from Sellers

*Use this script when motivated sellers call your ads.*

The goal here is to pre-qualify the seller and the house to the point that you do not waste any time. Notice, we ask the seller what they think the house is worth, and then we try to keep them honest by qualifying it with an appraisal. Although you cannot expect total honesty when he reports a high number, you may be able to rule the house out with a low number.

In addition to preventing any wasted time, the script will force you to ask pointed questions about potential creative seller financing deals.

# Answering Service Script for Calls from Sellers

Date \_\_\_\_\_

Time \_\_\_\_\_

Source of information \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

What is your loan balance? \_\_\_\_\_

How much is your payment? \_\_\_\_\_

Does your loan require qualifying? \_\_\_\_\_

What are you asking for the house? \_\_\_\_\_

If we were to have your house appraised, what do you think it would be worth? \_\_\_\_\_

When would you like to close? \_\_\_\_\_

Does the house need repairs? \_\_\_\_\_

How many bedrooms and bathrooms? \_\_\_\_\_

What is the approximate square footage? \_\_\_\_\_

What is the construction? \_\_\_\_\_

Are you offering any terms? \_\_\_\_\_

Would you consider a lease option if we cannot buy as long as we guarantee your payments and maintenance? \_\_\_\_\_

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Would you like to hear more about our lease option plan? \_\_\_\_\_

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Thank you for calling. \_\_\_\_\_ will be back in touch with you shortly to discuss several possible options to purchase.

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Notes \_\_\_\_\_

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# Quitclaim Deed

*A Quitclaim Deed is a simple one-page document that is used to give up ownership rights to a property.*

The Grantor or the person who is giving up their claim to the property must sign the document in front of a notary. The Quitclaim Deed is then filed with the County Auditor. Once this is done, the grantor has no more rights to the property and the grantee is the new owner.

Quitclaims are often used because they are simple, quick, and inexpensive. A common use is when someone buys a property in their name (because the banks require personal ownership) and then quit claims the property to their LLC to limit their liability.

The forms may vary from county to county, but should all follow the basic format of our sample, which I've used many times in Summit County.

# Quitclaim Deed

THIS QUITCLAIM DEED, executed this \_\_\_\_\_ day of \_\_\_\_\_  
by first party, Grantor \_\_\_\_\_  
whose post office address is \_\_\_\_\_  
to second party, Grantee \_\_\_\_\_  
whose post office address is \_\_\_\_\_

WITNESSETH, that the said first party, for good consideration and for the sum  
of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) paid by the said second  
party, the receipt whereof is hereby acknowledged, does hereby remise, release, and  
quitclaim unto the said second party forever, all the right, title, interest, and claim which  
the said first party has in and to the following described parcel of land, and improvements,  
and appurtenances thereto in the County of \_\_\_\_\_,  
State of \_\_\_\_\_ to wit.

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Signature of Witness

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Print name of Witness

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Signature of Notary and Notary Seal

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Signature of First Party

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Print name of First Party

# Land Contract

*Also known as Land Installment Contract or Contract for Deed. Land Contracts are one form of seller financing.*

Land Contracts closely resemble a mortgage in that an interest rate is set along with an amortization schedule for a set amount of years. Regardless of the amortization term, a land contract commonly calls for a balloon payment when the entire principal balance must be paid off. In our sample, the seller wants to be paid off in no more than two years.

Land Contracts offer protection to the buyer by disallowing the seller to mortgage the property beyond what is owed on the contract. This can be evidenced in paragraph 2 of the sample. Land Contracts are usually filed with the county.

# Land Contract

This Agreement is made and entered into by and between:

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(seller)

Whose address is:

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Hereinafter called the Vendor and

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(buyer)

Whose address is:

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Hereinafter called the Vendee:

Witnesseth: The Vendor, for themself, their heirs and assigns, does hereby agree to sell to the Vendee, their heirs and assigns, the following real estate commonly known as:

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And further described; as:

together with all appurtenances, rights, privileges, and easements and all buildings and fixtures in their present condition located upon said property.

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## 1. CONTRACT PRICE. METHOD OF PAYMENT. INTEREST RATE:

In consideration whereof, the Vendee agrees to purchase the above described property for the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), payable as follows:

The sum of \$\_\_\_\_\_ as down payment at the time of execution of the within Land Contract the receipt of which is hereby acknowledged, leaving principal balanced owed by Vendee of \$\_\_\_\_\_ together with interest on the unpaid balance payable in consecutive monthly installments of \$\_\_\_\_\_ beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and on the \_\_\_\_\_ day of each and every month thereafter until said balance and interest is paid in full, or until the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at which time the entire remaining balance plus accrued interest shall become due and payable. The interest on the unpaid balance due hereon shall be:

\_\_\_\_\_ ( \_\_\_\_ %) per annum computed monthly, amortized over 30 years.

Payments shall be made to the Vendor at the location above, unless otherwise directed by the Vendor, and such payments shall be credited first to the Interest, and the remainder to the principal or other sums due. The total amount of this obligation, both principal and interest, unpaid after making any such application of payments as herein received shall be the interest-bearing principal amount of this obligation for the next succeeding interest computation period. If any payment is not received within \_\_\_\_\_ ( \_\_\_\_ ) days of payment date, there shall be a late charge of \_\_\_\_\_ ( \_\_\_\_ %) percent accessed. The Vendee may pay the entire balance due under this contract without prepayment penalty.

## 2. ENCUMBRANCES:

Said real estate is presently subject to a mortgage, and neither Vendor nor Vendee shall place any mortgage on the premises in excess of this Land Contract balance without prior written consent of the other party.

## 3. REAL ESTATE TAXES:

Real estate taxes shall be the responsibility of the Vendee as of the date of the execution of this agreement. Said taxes shall be escrowed and added to the principal and interest payment required hereunder.

#### **4. INSURANCE AND MAINTENANCE:**

The Vendor agrees to keep the premises insured against fire and other hazard for at least \_\_\_\_\_ Dollars (\$\_\_\_\_\_), and shall escrow and add the cost for said insurance premiums to the Vendee's principal and interest obligation herein.

Vendor herein shall have the right to enter the premises at least once per month with twenty-four hours notice to Vendee of their interest to exercise their right.

Vendee shall keep the building in a good state of repair and well-painted at the Vendee expense and no additions or alterations shall be made to the building without the Vendor's permission, which shall not be unreasonably withheld. At such time as the Vendor inspects the premises and finds that repairs are necessary, Vendor shall request that these repairs be made within thirty (30) days at the Vendee's expense.

The Vendee has inspected the premises and agrees to buy the property "as is."

#### **5. POSSESSION:**

The Vendee shall be given possession of the above described premises upon Contract execution, or as otherwise provided herein, and shall thereafter have and hold the same subject to provisions for default hereinafter set forth.

#### **6. ASSIGNMENT:**

The Vendee shall not sell, assign, or pledge their interest in this Land Contract without the Vendor's written consent, which consent shall not be unreasonably withheld.

#### **7. DELIVERY OF DEED:**

Upon full payment of this contract, the Vendee shall receive a General Warranty deed to the property free of all encumbrances except as otherwise set forth.

## **8. DEFAULT:**

If any installment payment to be made by the Vendee under the terms of this Land Contract is not paid by the Vendee when due or within one (1) Installment thereafter, the entire unpaid balance shall become due and collectable at the election of the Vendor, and the Vendor shall be entitled to all the remedies provided for by the laws of the state and/or to do any other remedies and/or relief now or hereafter provided for by the law to such Vendor, and in the event of the breach of this contract in any other respect by the Vendee. Vendor shall be entitled to all relief now or hereinafter provided by the laws of this state.

Failure of Vendee to maintain current the status of all real estate taxes and insurance escrow payment and/or premiums as required herein shall permit Vendor the option to pay any such escrow amounts, premiums, taxes, interest, and/or penalty(s), and to add same to the next due installment payment or principal amount owing under this contract, or to exercise any remedies available to Vendor.

Waiver by the Vendor of a default or several defaults in the performance hereof by the Vendee shall not be construed as a waiver of any default, no matter how similar.

## **9. GENERAL PROVISIONS:**

There are no known pending orders issued by any government authority with respect to this property other than those spelled out herein prior to closing date for execution of this agreement.

It is agreed that this Land Contract shall be binding upon each of the parties, their administrators, executors, legal representatives, heirs, and assigns.

## 10. SPECIAL PROVISIONS:

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IN WITNESS WHEREOF, the parties hereby set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS: \_\_\_\_\_

VENDOR: \_\_\_\_\_

VENDEE: \_\_\_\_\_

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# Lease Agreement

*This is my standard lease. You can get more detailed, but I have never had a problem with this one. I use this when I am doing straight rentals or in conjunction with my option contract when I am doing lease options.*

Leave a blank for late fees. You decide, but I would advise 5-10% of the monthly rent. Be careful not to charge too much. Expensive late fees may deter some people from being late, but it will also prohibit them from paying the fee when they are late.

Paragraph 6 requires them to maintain the property. This is really kind of a bluff because most states require the landlord to maintain the property. You can, however, enforce the litter and debris part of the paragraph.

Notice that I ask for the social security number as well as their driver's license number. I do this just in case we part on unfriendly terms. If so, I want all their information so I can find them easily.

# Lease Agreement

This lease agreement is made between \_\_\_\_\_ (hereinafter called the "Owner") and \_\_\_\_\_ (hereinafter called the "Tenant").

1. Owner hereby agrees to lease the property located at \_\_\_\_\_ in the city of \_\_\_\_\_ for the term of one year beginning \_\_\_\_\_.
2. Payments will be due on the 1st of each month beginning \_\_\_\_\_ and will be in the amount of \$ \_\_\_\_\_. Payments received after the \_\_\_\_\_ of each month will incur a \$50 late fee. Owner may evict the tenant if either (a) payments are later than 5 days past due date, (b) the tenant fails to meet all the terms and conditions of this lease or (c) the any information provided by the tenant on the lease application form is false.
3. A security deposit of \_\_\_\_\_ and a pet deposit of \_\_\_\_\_ will be returned if property returned to owner in good condition.
4. Tenant has thoroughly inspected the property and agrees it is in good condition and will keep it in the same. Tenant understands we do not guarantee dry basements nor the belongings they store in them.
5. Tenant hereby agrees to pay for all utilities, including water, sewer and trash pickup. Landlord may evict if the water bill becomes delinquent in an amount over \$100. The tenant paid a water deposit of \_\_\_\_\_ which will be returned once their final water bill is paid.
6. The tenant also agrees to cut the grass and weeds and maintain the yard free of litter and debris. Failure to do so is grounds for eviction.
7. Tenant hereby agrees to hold the owner harmless and indemnify against all liability resulting from accident, injury, or property damage occurring on property, whether it be to tenant, tenant's guests, or any other person on said property.
8. The tenant acknowledges that housing built prior to 1978 may contain lead-based paint and that lead from paint chips or dust may pose health problems. The tenant agrees that said property has no peeling paint as of the date of lease. The tenant has been warned as to the hazards of lead poisoning and has been provided with the federally approved pamphlet on lead poisoning prevention.
9. In the event of an eviction, tenant agrees to pay all legal fees of the landlord.

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Owner/Agent

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Tenant

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

SS# \_\_\_\_\_

# **Simple Purchase Agreement**

## **Split the Closing Costs**

*Use this one when the deal is so good you just do not care who pays the closing costs.*

# Purchase Agreement

\_\_\_\_\_  
\_\_\_\_\_  
(SELLER) agrees to sell and  
(BUYER) agrees to purchase

the property known as: \_\_\_\_\_

The purchase price shall be \$\_\_\_\_\_

The buyer agrees to pay to seller an earnest deposit of \$\_\_\_\_\_

The balance of \_\_\_\_\_ shall be paid at closing.

1. *Deed*: Seller agrees to provide good and clear title at time of closing. Seller shall convey title by general warranty deed.

2. *Escrow*: Buyer and seller agree to deposit in escrow with \_\_\_\_\_ all monies and documents required to close this sale.

3. *Time of Closing*. Buyer agrees to close within \_\_\_\_\_ days of this contract.

4. *Closing Costs*: Buyer and seller agree to split all ordinary closing costs including the title search, title guarantee, and transfer tax.

5. *Tax Proration*: Seller shall pay for all property taxes and assessments prorated to the date of closing.

6. *Binding Agreement*: This agreement is binding on buyer and seller and all their heirs, successors, and assigns.

7. *Other Conditions*: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer's signature

date

Seller's signature

date

\_\_\_\_\_  
Buyer (Print)

\_\_\_\_\_  
Seller (Print)

## Option Contract (Short Form)

*This is a simple Option contract. An Option gives you the exclusive right to buy a property during a short period of time (usually 3-6 months).*

Use the Option to tie a property up long enough to sell it to someone else so you can use their money to close on it. Take note that there is usually a one-time option fee much like an earnest deposit but there are no monthly carrying fees like in a Lease Option. Your goal as the Optionee is to keep the option fee as low as possible.

# Option to Purchase Agreement

This option to purchase agreement is made between \_\_\_\_\_ (hereafter called "Owner/Seller" and \_\_\_\_\_ (hereafter called "Tenant/Buyer").

The undersigned parties having properly filled out a lease/option application form and executed a Lease Agreement dated \_\_\_\_\_ for the property located at \_\_\_\_\_, in the city of \_\_\_\_\_, county of \_\_\_\_\_ further agree

to the following:

The Tenant/Buyer, as part of consideration herein, is hereby granted the exclusive right, option, and privilege to purchase the property leased, provided rents have been paid and all covenants have been performed in accordance with the aforementioned Lease Agreement. Failure to meet any provisions of this contract or the Lease Agreement, shall cancel this option to purchase agreement.

The purchase price of said property shall be: \_\_\_\_\_.

Simultaneous with the execution of this Option to Purchase Agreement, Tenant/Buyer has paid the sum of \$\_\_\_\_\_ as a non-refundable purchase option fee. This purchase option fee shall be credited to and applied against the aforementioned purchase price of said property. In addition, \$\_\_\_\_\_ of each rent payment shall be applied against the purchase price if Tenant/Buyer elects to exercise this option to purchase.

This option to purchase agreement may be renewed after twelve months for an additional down payment of \$2,000, (applied to the purchase price) and by paying an additional \$25 per month in rent at seller's discretion. Buyer may renew option for an indefinite period of time under the preceding terms.

Tenant/Buyer shall maintain the premises in good and clean condition throughout the term of the lease. All repairs and maintenance shall be the responsibility of the Tenant/Buyer and made at their expense. The Owner/Seller shall have the right to inspect property with 24 hours' notice. Tenant/Buyer shall notify the Owner/Seller prior to any work or improvements to the property. It shall be the responsibility of the Tenant/Buyer to ensure that anyone who works on the property has liability insurance and workman's compensation insurance. The Tenant/Buyer agrees to hold the Owner/Seller free from liability.

Owner/Seller agrees to convey the property with good and clear title at time of closing. Owner/Seller agrees to pay for all property taxes prorated up to the date of closing. Tenant/Buyer agrees to pay for title search, surveys, utility bills, inspections, deed preparation, loan costs and all fees associated with financing and closing at the time of purchase.

Buyer agrees to acquire homeowner's insurance on the property. If they fail to do so, seller will insure the property against fire damage and bill the buyer on a prorated monthly basis.

Any property built prior to 1978 may contain lead-based paint. Tenant/Buyer understands that owner\seller has no knowledge of lead-based paint and has been fully informed as to the dangers of lead-based paint by Owner/Seller and described in the executed lease agreement.

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Seller

Buyer

# Standard Purchase and Sales Agreement

*This is a standard contract for buying or selling any property. Although this contract is long and scary, it covers almost every detail imaginable, including different financing options such as loan assumptions.*

In many cases this contract will have way more information than you need, but it is a good one to have on file. Note that everything is fill-in-the-blank including all closing costs. In this contract, it is up to you to fill in the blanks to your advantage.

**Yes MLS / RESIDENTIAL PURCHASE AGREEMENT**  
**OFFER, RECEIPT AND ACCEPTANCE**

1 **BUYER:** The undersigned \_\_\_\_\_ offers to buy the

2 **PROPERTY:** Located at \_\_\_\_\_,

3 City \_\_\_\_\_, Ohio, Zip Code \_\_\_\_\_.

4 Permanent Parcel No. \_\_\_\_\_, and further described as being: \_\_\_\_\_

5 \_\_\_\_\_

6 The property, which Buyer accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all  
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are  
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,  
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and  
10 control unit, smoke detectors, garage door opener(s) and \_\_\_\_\_ controls; all permanently attached carpeting. The  
11 following selected items shall also remain:  satellite dish;  range and oven;  microwave;  kitchen  
12 refrigerator;

13  dishwasher;  washer;  dryer;  radiator covers;  window air conditioner;  central air conditioning;  
14  gas grill;  fireplace tools;  screen,  glass doors and  grate;  all existing window treatments;  
15  ceiling fan(s);  wood burner stove inserts;  gas logs; and  water softener.

16 Also included: \_\_\_\_\_

17 Fixtures NOT Included: \_\_\_\_\_

18 \_\_\_\_\_

19 **SECONDARY OFFER:** This  is  not a secondary offer. This secondary offer, if applicable, shall become a  
20 primary contract upon BUYER'S receipt of a signed copy of the release of the primary contract on or before

21 \_\_\_\_\_ (Date). BUYER shall have the right to terminate this secondary offer at any time prior to  
22 BUYER'S receipt of said copy of the release of the primary contract by delivering written notice to the SELLER or  
23 the SELLER'S agent. Upon receipt of the release of the primary contract, BUYER shall deposit earnest money  
24 within four (4) days and BUYER and SELLER agree to sign an addendum, listing the date for loan application, loan  
25 approval, deposit of funds and documents, title transfer and possession.

26 **PRICE:** Buyer shall pay the sum of ..... \$ \_\_\_\_\_

27 Earnest money payable to \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

28 In the form of a  check  other: \_\_\_\_\_ which shall be  
29 redeemed immediately upon receipt of a binding agreement (as defined

30 on lines 238-246) and  \_\_\_\_\_

31 Balance of cash to be deposited in escrow ..... \$ \_\_\_\_\_

32 Mortgage loan to be obtained by Buyer ..... \$ \_\_\_\_\_

33  Conventional,  FHA,  VA,  Other \_\_\_\_\_

34 \_\_\_\_\_

35 **FINANCING:** Buyer shall make a written application for the above mortgage loan and order appraisal and provide  
36 documentation to Seller of said application within \_\_\_\_\_ days and shall obtain a commitment for that  
37 loan no later than \_\_\_\_\_ days after acceptance of this offer. If the closing date cannot occur by the  
38 date of closing due to no fault of either party, any government regulation or lender requirement, the date of closing  
39 shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14) business  
40 days. At the Seller's written election, if, despite Buyer's good faith efforts, that commitment has not been obtained,  
41 then this Agreement shall be null and void. Upon signing of a *mutual release* by Seller and Buyer, the earnest  
42

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

43 money deposit shall be returned to the Buyer without any further liability of either party to the other or to the Brokers  
44 and their agents. (see line 205)

45 **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow  
46 with the lending institution or escrow company on or before \_\_\_\_\_, and title shall be  
47 recorded on or about \_\_\_\_\_. Ohio law requires that closing funds over the amount of  
48 \$10,000.00 be electronically transferred to the closing/escrow agent. Buyers are advised to consult their lender  
49 and closing/escrow agent for wiring requirements to assure that funds are received in a timely manner.

50 **POSSESSION:** Seller shall deliver possession to Buyer of the property within \_\_\_\_\_ days by \_\_\_\_\_ (time),  
51  AM  PM after the title has been recorded. Subject to Buyer's rights, if any, the premises may be occupied by  
52 the Seller free for \_\_\_\_\_ days. Additional \_\_\_\_\_ days at a rate of \$ \_\_\_\_\_ per day. Insurance coverage  
53 and payment and collection of fees for use and occupancy after recording of title are the sole responsibility of  
54 Seller and Buyer.

55 **TITLE:** For each parcel of real estate, Seller shall convey a marketable title to Buyer by general warranty deed  
56 and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances  
57 whatsoever, except a) any mortgage assumed by Buyer, b) such restrictions, conditions, easements (however  
58 created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning  
59 ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. Seller shall  
60 furnish an Owner's Fee Policy of Title Insurance in the amount of the purchase price, if title to all or part of the  
61 parcels to be conveyed is found defective, Seller shall have thirty (30) days after notice to remove title defects. If  
62 unable to do so, Buyer may either a) accept Title subject to each defect without any reduction in the purchase price  
63 or b) terminate this agreement, in which case neither Buyer, Seller nor any broker shall have any further liability to  
64 each other, and both Buyer and Seller agree to sign a *mutual release*, releasing earnest money to Buyer. For the  
65 subsurface estate underlying each parcel of real estate, if all or part of the subsurface mineral, oil or gas rights to  
66 the underlying parcels already has been transferred by the Seller, then Buyer can either purchase the property "as  
67 is" or declare the contract null and void, in which event the earnest money shall be returned to the Buyer. **Unless  
68 expressly reserved by the Seller, all payments for any mineral, oil or gas rights shall belong to the Buyer  
69 effective upon closing.** (see line 205)

70 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, rentals, interest on any mortgage  
71 assumed by buyer, condominium, HOA or other association periodic charges or assessments and transferable  
72 policies if Buyer so elects. special assessments, city and county charges and tenant's rents, collected or  
73 uncollected, shall be prorated as of the date the title has been recorded. Taxes and assessments shall be prorated  
74 based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land  
75 is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price  
76 times the millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the  
77 correct tax value of the property as of the date the title has been recorded and pay the current taxes due to the date  
78 the title has been recorded. If the property being transferred is new construction and recently completed or in the  
79 process of completion at the time the agreement was signed by the parties, the escrow agent is instructed to make  
80 a good faith estimate of the taxes to be owed on the value of the improved property to the date the title has been  
81 recorded and reserve sufficient funds in escrow from Seller's net proceeds to pay those taxes when they become  
82 due and payable after the title has been recorded. The escrow agent is instructed to release the balance of the  
83 funds on reserve to Seller once they receive notice from the local county auditor that the taxes on the land and  
84 improvements have been paid in full to the date the title has been recorded. Buyer acknowledges that the latest  
85 available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. Seller  
86 agrees to reimburse Buyer directly outside of escrow for any increase in valuation and the cost of all passed or  
87 levied, but not yet certified, taxes and assessments, if any, prorated to the date the title has been recorded. Seller is  
88 not aware of any proposed taxes or assessments, public or private, except the following:  
89  
90

91 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),  
92  Buyer  Seller agrees to pay the amount of such recoupment.

93 **CHARGES/ESCROW INSTRUCTIONS:** This agreement shall be used as escrow instructions subject to the  
94 Escrow Agent's usual conditions of acceptance.

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

95 Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount  
96 required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the  
97 cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's  
98 commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer  
99 in which case Seller shall pay the entire escrow fee), and h) \_\_\_\_\_.  
100 Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold  
101 \$ \_\_\_\_\_ from the proceeds due Seller for payment of Seller's final water and  
102 sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.  
103 Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow  
104 fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the  
105 deed and any mortgage, d) \_\_\_\_\_. If the closing  
106 date cannot occur by the date of closing due to any government regulation or lender requirement, the date of  
107 closing shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14)  
108 business days. The Selling and Listing Brokers request and the Seller(s) and Buyer(s) hereby authorize and  
109 instruct the escrow agent to send a copy of their fully signed, Buyers and Sellers, Closing Disclosures and/or  
110 Settlement Statements, if applicable, to their respective Broker(s) listed on this Agreement promptly after closing,  
111 which Brokers may disburse to other parties to the transaction.

112 **HOME WARRANTY:** Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that  
113 such policies have deductibles, may not cover pre-existing defects in the property, and have items excluded from  
114 coverage. Broker may receive a fee from the home warranty provider. Buyer  does  does not elect to secure a  
115 Limited Home Warranty Plan issued by \_\_\_\_\_. The cost of \$ \_\_\_\_\_  
116 shall be paid by  Buyer  Seller through escrow.

117 **INSPECTION:** This agreement shall be subject to the following inspection(s) by a qualified inspector of  
118 Buyer's choice within the specified number of days from acceptance of binding agreement. Buyer assumes  
119 sole responsibility to select and retain a qualified inspector for each requested inspection and releases  
120 Broker of any and all liability regarding the selection or retention of the inspector(s). If Buyer does not elect  
121 inspections, Buyer acknowledges that Buyer is acting against the advice of Buyer's agent and Broker. Buyer  
122 understands that all real property and improvements may contain defects and conditions that are not readily  
123 apparent and which may affect a property's use or value. Buyer and Seller agree that the Broker(s) and their  
124 agent(s) do not guarantee and in no way assume responsibility for the property's condition. Buyer acknowledges  
125 that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Buyer's  
126 inspectors regarding the condition and systems of the property.

127 **Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the  
128 need for the Inspections listed below.**

129 **Waiver:**   (initials) Buyer elects to waive each professional inspection to which Buyer has not indicated  
130 "yes". Any failure by Buyer to perform any inspection indicated "yes" herein is a waiver of such inspection  
131 and shall be deemed absolute acceptance of the property by Buyer in its "as is" condition.

132 133 Yes	134	135	136	137	138	139	140	141	142	**130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 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Property Address: \_\_\_\_\_

143 (list other inspections) \_\_\_\_\_

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

145 a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If the  
146 property is accepted in its "as is" present physical condition, Buyer agrees to sign an *Amendment to the*  
147 *Residential Purchase Agreement* removing the inspection contingency and this agreement will proceed in  
148 full force and effect; **OR**  
149 b. Accept the property subject to Seller agreeing to have specific items that were identified in a written  
150 inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's  
151 expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide  
152 Seller with a copy of all inspection reports, if requested, and sign an *Amendment to the Residential*  
153 *Purchase Agreement* removing the inspection contingency and identifying the defects which are to be  
154 repaired. Seller and Buyer have five (5) days from Seller's receipt of the written list of defects and the  
155 inspection report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's  
156 expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement  
157 is null and void and Seller and Buyer agree to sign a *mutual release*, with the earnest money being returned  
158 to the Buyer. (see line 227) The Buyer and Seller can mutually agree in writing to extend the dates for  
159 inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide  
160 reasonable access to the property for Buyer to review and approve any conditions corrected by Seller, **OR**  
161 Terminate this agreement if written inspection report(s) identify material latent defects not previously  
162 disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this  
163 agreement based upon newly discovered material latent defects in the property, Buyer agrees to provide a  
164 copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a *mutual*  
165 *release*. The earnest money will be returned to the Buyer without any further liability of either party to the  
166 other or to the broker(s) (see line 227).

167 **MEGAN'S LAW** Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's sex  
168 offender law. The Buyer acknowledges that the information disclosed may no longer be accurate and agrees to  
169 inquire with the local sheriff's office. Buyer agrees to assume the responsibility to check with the local sheriff's office  
170 for additional information. Buyer will rely on Buyer's own inquiry with the local sheriff's office as to registered sex  
171 offenders in the area and will not rely on Seller or any real estate agent involved in the transaction to determine if a  
172 sex offender resides in the area of any property Buyer may purchase.

173 **CONDITION OF PROPERTY:** Buyer has examined the property and agrees that the property is being purchased  
174 in its "As Is" Present Physical Condition including any defects disclosed by the Seller on the *Ohio Residential*  
175 *Property Disclosure Form* or identified by any inspections requested by either party or any other  
176 forms or addenda made a part of this agreement. Seller agrees to notify Buyer in writing of any additional  
177 disclosure items that arise between the date of acceptance and the date of recording of the deed. Buyer has not  
178 relied upon any representations, warranties, or statements about the property (including but not limited to its  
179 condition or use) unless otherwise disclosed on this agreement or on the *Residential Property Disclosure Form*.

180  1. Buyer acknowledges receipt of completed *Residential Property Disclosure Form* from Seller  
181  2. Buyer has not received *Residential Property Disclosure Form* and Seller agrees to deliver to Buyer a copy of  
182 the completed *Residential Property Disclosure Form* within three (3) days after acceptance unless the sale of  
183 the property is exempt by Ohio Revised Code 5302.30 from the use of the form.

184 Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time  
185 of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local  
186 governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices  
187 received from governmental agencies to inspect or correct any current building code or health violations. If  
188 applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party  
189 will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in  
190 writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a  
191 *mutual release* with instruction to the Broker on disbursement of the earnest money. (see line 227)

192 **REPRESENTATIONS AND DISCLAIMERS:** Buyer acknowledges that the Seller completed the Residential  
193 Property Disclosure Form unless otherwise stated above and Seller has not made any representations or  
194 warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property

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

195 Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any mis-statements  
196 or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents  
197 have no obligation to verify or investigate the information provided by the Seller on that form. Buyer acknowledges  
198 that Brokers and their agents have not made any representations, warranties, or agreements, express or implied  
199 regarding the condition or use of the property, including but not limited to any representation that: (a) the basement,  
200 crawl space or slab area do not incur seepage, leakage, dampness, or standing water; (b) the heating, cooling,  
201 plumbing, or electrical system(s) or any built-in appliance is in good working condition or is completely functional;  
202 (c) the roof is weather tight and/or structurally sound; (d) the structure is free from insect infestation, lead paint, or  
203 lead paint hazards; (e) the water supply or septic system, if any, are not deficient in any respect; or (f) radon gas,  
204 urea-formaldehyde foam or asbestos insulation, or any other toxic substance including any toxic form of mold, is  
205 not present on the property. Buyer hereby acknowledges that any representation by Seller or the real estate  
206 agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowner's fees, public and  
207 private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list  
208 any and all verbal representations made by Brokers or their agents that you relied upon when purchasing this  
209 property (if none, write "**none**")  
210

211 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the  
212 purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and  
213 complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that  
214 event, Seller and Buyer agree to sign a *mutual release*, with instruction to the Broker on disbursement of the  
215 earnest money on deposit (see line 227). If such damage is less than ten percent of the purchase price, Seller  
216 shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property.

217 **ADDENDA:** The additional terms and conditions in the attached addenda  Agency Disclosure Form  
218  Residential Property Disclosure  VA  FHA  FHA Home Inspection Notice  Secondary Offer  Condominium  
219  Short Sale  House Sale Contingency  House Sale Concurrency  Lead Based Paint (required if built before 1978)  
220  Homeowner's Association  Affiliated Business Arrangement Disclosure Statement  Walk-Through Addendum  
221  Other  
222 are made part of this Agreement. **The terms and conditions of any addenda will supersede any conflicting**  
223 **terms in the Purchase Agreement.**

224 **ADDITIONAL TERMS:** \_\_\_\_\_  
225 \_\_\_\_\_  
226 \_\_\_\_\_

227 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of the  
228 earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust  
229 account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is  
230 to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two  
231 years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided  
232 the Broker with such separate signed instructions or written notice that such legal action to resolve the dispute has  
233 been filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller. In all  
234 events, at closing of the transaction, the broker shall have the right to apply earnest money being held by broker  
235 against the real estate commission owed the broker as a result of said closing. If said earnest money  
236 exceeds commission due Broker, the amount over the commission due Broker shall be sent to the escrow agent or  
237 if requested by Seller, the total earnest money shall be sent to the Escrow Agent.

238 **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the  
239 last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer  
240 and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the  
241 parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be  
242 in writing and be signed/initialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be  
243 deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's

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

244 usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this  
245 Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as  
246 calendar days.

247 **This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.**

248 BUYER \_\_\_\_\_ Address \_\_\_\_\_

249 Print Name \_\_\_\_\_ ZIP \_\_\_\_\_

250 BUYER \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_

251 Print Name \_\_\_\_\_ Email \_\_\_\_\_

252 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow  
253 funds a commission of \$ \_\_\_\_\_ or \_\_\_\_\_ percent (\_\_\_\_\_ %) of the

254 purchase price to \_\_\_\_\_ (Selling Broker) \_\_\_\_\_ (Office)

255 and \$ \_\_\_\_\_ plus \_\_\_\_\_ percent (\_\_\_\_\_ %) of the

256 purchase price to \_\_\_\_\_ (Listing Broker) \_\_\_\_\_ (Office)

257 SELLER \_\_\_\_\_ Address \_\_\_\_\_

258 Print Name \_\_\_\_\_ ZIP \_\_\_\_\_

259 SELLER \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_

260 Print Name \_\_\_\_\_ Email \_\_\_\_\_

261 Selling Agent Name, RE License Number, Team  
262 Leader Name (if applicable), Telephone, Email:  
263 \_\_\_\_\_  
264 \_\_\_\_\_  
265 \_\_\_\_\_  
266 \_\_\_\_\_  
267 \_\_\_\_\_

Listing Agent Name, RE License Number, Team  
Leader Name (if applicable), Telephone, Email:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

268 Selling Brokers Name, BR License Number,  
269 Telephone and Email:  
270 \_\_\_\_\_  
271 \_\_\_\_\_  
272 \_\_\_\_\_  
273 \_\_\_\_\_

Listing Brokers Name, BR License Number  
Telephone and Email:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# **Letter of Agreement and Addendum**

(Concerning Due on Sale Clause when Selling)

*Use when selling a property that you have acquired by taking over the loan payments.*

Remember, a due on sale clause says that a bank can call a loan due if the title to the property transfers to someone other than the original borrower. If you have taken over someone's payments on their bank loan and sell it to someone else using seller financing, you must notify your buyer.

This agreement lets your buyer know that there is a chance the bank will call the loan due on the house he is buying from you on seller financing. If this happens, he agrees he is responsible to finance or lose the house.

This is obviously not an ideal situation and the truth is that the bank is very unlikely to call a loan due if the payments are being made. Nonetheless, if you do not notify your buyer of the due on sale clause, you could end up in a lawsuit.

# **Letter of Agreement and Addendum**

Concerning Sale of \_\_\_\_\_

To \_\_\_\_\_

Date \_\_\_\_\_

I have been made aware that the loan on the property I am purchasing contains a due on sale clause, which means the lender may call the loan due upon transfer of the property to me.

I agree if this should happen, it will be my responsibility to either assume the loan or pay it off. If I am unable to do either or make other arrangements with the lender, I may lose the house to foreclosure.

If this should happen, I will hold the seller harmless for any loss which may occur.

---

Date

---

Signature

---

Date

---

Signature

# **Letter of Agreement and Addendum**

(Concerning Due on Sale Clause when Buying)

*Use this Addendum when buying a house from someone by taking over their loan payments.*

You want to make it clear to the seller that you are willing to make their payments to the bank for them, but that you are not assuming the loan. This Agreement limits your liability to the seller if the bank decides to call their loan due.

Remember that, although it is unlikely for a bank to call a loan due, it is possible. Be sure to limit your expenses on any house you acquire by taking over the payments.

# Letter of Agreement and Addendum

Concerning the Purchase of \_\_\_\_\_

To \_\_\_\_\_

Date \_\_\_\_\_

I have been made aware that my loan on the property at \_\_\_\_\_ contains a due on sale clause, which means the lender has the right to call the entire loan due upon the transfer of title.

I understand the loan will stay in my name until it is paid off or assumed by a future buyer.

I am aware that the above buyer has no intentions of assuming my loan and no promises have been made to me by them about paying this loan off. I agree to hold this buyer or their assigns or any other future buyer harmless if the bank should decide to exercise this due on sale clause.

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Date

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Signature

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Date

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Signature

## Addendum

*Use when buying from someone who wants to stay in the house.*

I do not advise allowing sellers to remain in the house after you have bought it. It has been my experience that motivated sellers make lousy tenants. Face it, there is a reason they got motivated and it is probably because they could not afford the house.

With that said, if you must allow the seller to stay, this addendum will provide for money to be taken out of the proceeds at closing and held in escrow by the title company so you can get your fair rent.

## Addendum

Due to Seller's request to remain in the property after the closing date, a sum of \$\_\_\_\_\_ will be held in escrow at time of closing by closing agent or such other agent as Buyer appoints, until such time as Seller vacates the property, leaving it in a neat and clean condition as defined below.

Seller agrees to vacate the property within \_\_\_\_\_ days following closing. In the event Seller does not vacate the property by the above date, a charge of \$\_\_\_\_\_ per day will be assessed and deducted from the escrowed amount.

In the event Seller has not vacated the property within \_\_\_\_\_ days following the agreed upon date, all monies remaining in escrow will be forfeited. Seller will then be considered a tenant in sufferance giving Buyer full rights to evict.

Neat and clean is defined as all debris to be removed from the interior and exterior of the property.

In the event property is not left in a neat and clean condition, Buyer will have clean-up completed at Seller's expense and deduct from the escrowed amount.

In the event Buyer is forced to institute legal action to enforce this agreement, Seller will be held responsible for and hereby agrees to pay all legal fees and costs of said action.

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

# Assignment Contract

*Use this Contract for wholesaling. The assignment contract allows us to sell our rights to a contract we must buy a house.*

In our example, the assignee is paying \$5,000 for the right to execute a contract you signed up with Joe Seller. He now has the right to buy the house you signed up.

# Assignment Contract

In reference to the contract for purchase and sale dated \_\_\_\_\_

between \_\_\_\_\_ (Seller), and

\_\_\_\_\_ (Buyer or Assigns)

concerning property described as: \_\_\_\_\_

\_\_\_\_\_

Buyer hereby assigns all rights to said contract to \_\_\_\_\_

in exchange for compensation in the amount of \$\_\_\_\_\_.

\_\_\_\_\_

Buyer/Assignor

Date

Assignee

Date

\_\_\_\_\_

Buyer/Assignor

Date

Assignee

Date

# Authorization to Release Information

*Use this when you want to negotiate with someone's bank about discounting the payoff on their loan.*

Banks will not discuss their loan with you without their authorization. This Authorization form may also be used when you want to pull someone's credit. Remember, it is unlawful to pull a person's credit without their permission.

# Authorization to Release Information

I/We hereby authorize you to release to \_\_\_\_\_  
any and all information that they may require for the purpose of a credit transaction or  
loan transfer. You may reproduce this document to acquire reference from more than one  
source.

Thank You.

Signature	Soc. Sec. #	Date
_____	_____	_____
Signature	Soc. Sec. #	Date
_____	_____	_____
Loan Number (if applicable) _____		

# Rehabber Tools and Forms

# **Certificate of Appointment of Successor Trustee**

We, the undersigned, being all of the beneficiaries under that certain Agreement and Declaration of Trust dated \_\_\_\_\_, by and between the undersigned and \_\_\_\_\_, as the original Trustee, do hereby certify that we have this day duly elected \_\_\_\_\_ to succeed to the office of Trustee under said Agreement and Declaration of Trust, and to the title of all the properties of the Trust, with all the powers and subject to all the restrictions upon the original Trustee, with the same powers, rights, and interests regarding the Trust property and subject to the same restrictions and duties as the original Trustee, except as the same shall have been heretofore modified by amendment.

IN WITNESS WHEREOF we have hereunto set our hands and seals this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed, sealed, and delivered in the presence of: "BENEFICIARIES"

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## Witness

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## Witness

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## Witness

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## Witness

## Witness

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## Witness

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## Witness

## STATE OF

---

## COUNTY OF

Notary Public  
(SEAL)

State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THIS DOCUMENT SHALL NOT BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY

# Property Inspection Checklist

Address \_\_\_\_\_

Beds/Baths/Garage \_\_\_\_\_ Square feet \_\_\_\_\_ Home style \_\_\_\_\_

Roof \_\_\_\_\_

Gutters \_\_\_\_\_

Siding \_\_\_\_\_

Windows \_\_\_\_\_

Doors \_\_\_\_\_

Garage \_\_\_\_\_

Drive \_\_\_\_\_

Setting \_\_\_\_\_

Kitchen \_\_\_\_\_

Bath \_\_\_\_\_

Furnace \_\_\_\_\_

HW Tank \_\_\_\_\_

Electric \_\_\_\_\_

Plumbing \_\_\_\_\_

Foundation \_\_\_\_\_

Others: \_\_\_\_\_

Please rate 1-5 with 5 being the best. Use comment line to qualify. Please use other comments to highlight any features or faults of the property.

# Contractor Invoice

Name \_\_\_\_\_

Date \_\_\_\_\_

Job Name \_\_\_\_\_

## Work Performed:

## **Independent Contractor Agreement**

I agree that I am an Independent Contractor.

My company and/or I are insured for any damage we/I may do while working on a \_\_\_\_\_ job site or traveling to a \_\_\_\_\_ job site.

I agree that I am responsible to pay for my own workman's compensation and agree to accept all responsibility should I be injured on a \_\_\_\_\_ job site.

I understand that I will be sent a 1099 form stating the total income I have received at year's end and that this will be reported to the IRS.

Contractor Name\_\_\_\_\_

Contractor Address\_\_\_\_\_

City\_\_\_\_\_ Zip code\_\_\_\_\_

Contractor Federal Tax ID Number or Social Security Number\_\_\_\_\_

Contractor Phone Number\_\_\_\_\_

Contractor Representative's Signature\_\_\_\_\_

Contractor Representative's Printed Name\_\_\_\_\_

Date\_\_\_\_\_

**Request for Taxpayer  
Identification Number and Certification**► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.Give Form to the  
requester. Do not  
send to the IRS.Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.						
2 Business name/disregarded entity name, if different from above						
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.						
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►						
<b>4 Exemptions</b> (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>						
5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)						
6 City, state, and ZIP code						
7 List account number(s) here (optional)						

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>						
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>or</b>						
<b>Employer identification number</b>						
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►
----------------------	-------------------------------

Date ►

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

#### Line 6

Enter your city, state, and ZIP code.

### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The actual owner <sup>1</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The owner <sup>3</sup>
	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# Scope of Work

BASEMENT	Labor	#	Mat	Total		EXTERIOR cont.	Labor	#	Mat	Total
Elect Box	200		150			Others:				
Wire basement	150-300		100							
Plumb Basement	200		150							
HW Tank	75		350							
Furnace	250		500							
Paint walls/flrs	130		120							
Paint ceiling	40		35							
Glass	15		10							
EXTERIOR										
Roof	75 sq		100							
Siding	65 sq		70sq							
Paint All	500-800		500							
Paint Found	30-40		50							
Pnt. Porch/step	50									
Pressure wash	75-100		0							
Gutters	20/10ft		25							
Windows	35		125							
Garage door	150-300		220-450							
Chimney flash	50		10							
Clean up	7/yd									
Landscape										
Decks	3/sf		4/sf							
Drive gravel	50									
Entry Doors	75		100-230							
Storm Doors	45		100							
Door handles	10		10							
Deadbolts	10		10							

## KITCHENS

Drywall	15	per patch	
Spackle/Paint	75-100		25
Lights	10		10
Switch/outlet	3		0.6
GFCI	5		13
Window new	35		125
Wdw:sashcord	5		2
Wdw: Locks	2		3
Glass replace	15	1 pane	10
Base board	.35 lf		.90 ft
Shoe	.35 lf		.50 ft
Window trim	.50 lf		.90 ft
Door trim	.50 lf		.90 ft
Door stop	.35 lf		.75 ft
Texture ceiling	30		5
Texture walls	60		10
Doors new	25		25
Doors Shave	10		
Doors Pre hung	45		45
Door handle	10		10
Doors Bifold	25		45

## Notes

Sub floor	10	4x8 sht	13
Linoleum	40-90		1 sf
Cabinets	20 per		
Toe kicks	.50 lin ft.		1.50 ft
Cab. Spacers	10		9
Counter stock	40-60		12 ft
Counter ends	10		14
Build w/ lamnt			
Tile backsplash	1.50-2.50		4-10ft
Sink	30		100
Sink baskets	5		10
Sink faucet	10		60
Sink supply lns	5		7
Sink shut offs	5		9
Drain and trap	20		25
Dishwasher	40		325
Dshwshtr elect	40		15

## BATHROOMS

Drywall	15 ptch		
Spackle/Paint	75		25
Lights	10		10
Switch/outlet	3		0.6
GFCI	5		13
Window new	35		125
Wdw:sashcord	5		2
Wdw: Locks	2		3
Glass	15		10
Base board	.35 lin ft		.90 ft
Shoe	.35 lf		.50 ft
Window trim	.35 lf		.90 ft
Door trim	.35 lf		.90 ft
Door stop	.35 lf		.75 ft
Texture ceiling	30		5
Texture walls	60		10
Doors new	25		25
Doors Shave	10		
Doors Pre hung	45		45
Door handle	10		10
Doors Bifold	25		45

Sub floor	10 sheet		13
Linoleum	40	1 sf	
Tub	100		244
Tub drain	20		
Shower faucet	50		120
Surround hardi	10 per		11
Tile surround	125		225
Vinyl surround	50		150
Vanity	25		200
Vaniy faucet	10		50
Vanity drain	10		6
Vanity suppy	5		6
Vanity shut off	5		9
Toilet new	35		100
Toilet reset	15		
Toilet supply	5		4
Toilt. Shut off	5		4

### Notes:

## STANDARD ROOMS

### ROOM/SIZE:

Drywall	15 ptch			
Spackle/Paint	75		25	
Lights	10		10	
Switch/outlet	3		0.6	
GFCI	5		13	
Window new	35		125	
Wdw:sashcord	5		2	
Wdw: Locks	2		3	
Glass	15		10	
Base board	.35 lin ft		.90 ft	
Shoe	.35 lf		.50 ft	
Window trim	.35 lf		.90 ft	
Door trim	.35 lf		.90 ft	
Door stop	.35 lf		.75 ft	
Texture ceiling	30		5	
Texture walls	60		10	
Doors new	25		25	
Doors Shave	10			
Doors Pre hung	45		45	
Door handle	10		10	
Doors Bifold	25		45	

### ROOM/SIZE:

Drywall	15 ptch			
Spackle/Paint	75		25	
Lights	10		10	
Switch/outlet	3		0.6	
GFCI	5		13	
Window new	35		125	
Wdw:sashcord	5		2	
Wdw: Locks	2		3	
Glass	15		10	
Base board	.35 lin ft		.90 ft	
Shoe	.35 lf		.50 ft	
Window trim	.35 lf		.90 ft	
Door trim	.35 lf		.90 ft	
Door stop	.35 lf		.75 ft	
Texture ceiling	30		5	
Texture walls	60		10	
Doors new	25		25	
Doors Shave	10			
Doors Pre hung	45		45	
Door handle	10		10	
Doors Bifold	25		45	

### Notes:

