**2021 ASSUMPTION OF VIOLATIONS AND ESCROW AGREEMENT**This Assumption of Violations and Escrow Agreement (the “Agreement”) is made by and between the Buyer (as set forth below) and the Village of Newburgh Heights, Ohio (the “Village”), an Ohio municipal corporation.

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BUYER(S): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(If different from property purchased)

CITY, STATE, ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EMAIL:

LICENSE NO. : (REQUIRED)

**PURPOSED USE OF PROPERTY**:

**(Owner Occupied/Rental Property)**

Initial: I understand when purchasing a rental property, a Rental Permit Application is required immediately upon transfer of the property.

Initial: I understand if the Point of Sale inspection is standing for my rental inspection that I will require a rental inspection if a change of tenant occurs and will contact the Housing & Building Department to schedule an inspection.

I/We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

as buyer(s) of the property located at Newburgh Heights, Ohio, will assume responsibility for all necessary repairs as listed on the Point of Sale Inspection report as allowed/permitted per the Codified Ordinances of Newburgh Heights. I/We further understand that all repairs must be completed within ninety (90) days of sale and that the Occupancy Permit issued will be temporary.

The Point-of-Sale Inspection Report is hereby incorporated into this Agreement by reference as if fully rewritten herein. Buyer acknowledges that a copy of the Point of Sale Inspection Report has been provided to the Buyer.

**TITLE COMPANY INFORMATION:**

Title Company:

Address:

City: State: Zip Code:

Agent Name:

Agent Phone: Agent Email:

**Is escrow required:**

* Yes
* No
* Other Conditions:

If yes, amount of funds to be deposited into escrow;

Total estimated cost: \_\_\_\_\_\_\_\_\_\_  
25% deposit: \_\_\_\_\_\_\_\_\_\_  
**Total escrow amount: \_\_\_\_\_\_\_\_\_\_**

Buyer acknowledges that Buyer may be obligated to place funds in escrow as security for Buyer’s obligation under law and pursuant to this Agreement to make repairs and correct violations as set forth in the Point of Sale Inspection Report. In the event that Buyer places or has claim to any funds in escrow for purposes of providing security for Buyer’s obligation under law and pursuant to this Agreement to make repairs and correct violations as set forth in the Point of Sale Inspection Report (hereafter “Funds in Escrow”), Buyer agrees to the following:

1. Buyer shall provide notice to the Village of the name, address and contact information for the escrow agent holdings Funds in Escrow;
2. Buyer shall not be entitled to the release of any Funds in Escrow until such time as the Village has (i) conducted a final inspection of the property in question and (ii) issued its certification or other evidence of satisfaction that all violations set forth in the Point of Sale Inspection Report have been satisfied and/or corrected.
3. Buyer agrees that the Village shall be entitled to written notice of at least two (2) business days of the release of Funds in Escrow.
4. This Agreement shall constitute additional escrow instructions and shall be provided to the escrow agent holding Funds in Escrow.

The Village agrees that, upon request, the Village will perform any necessary inspections of any work performed to correct violations cited in the Point of Sale Inspection Report in a reasonably prompt fashion.

BUYER: DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

BUYER: DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

Acknowledged and Agreed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

  Housing and Building Commissioner

If Buyer resides outside Cuyahoga County a local agent must be designated as the legal responsible party for the property. ***No PO Box address is permitted; must provide a physical address. A copy of your driver’s license is required from both parties.***

Agent Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ License #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_ Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agent Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agent Email:

Owner Signature: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agent Signature: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Notary Only**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The forgoing instrument(s) was acknowledged before me this \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seal