



SHAKER HEIGHTS

BUILDING AND HOUSING DEPARTMENT
APPLICATION FOR POINT OF SALE PROCESS AND INSPECTION

Property to be transferred:
Type of Dwelling (check one): Single-Family () Two-Family () Multi-Family () Condominium ()
Number of Units: Total Number of Rooms: Number of Bedrooms Number of Bathrooms

Owner Information:

Name:
Address: Zip Code:
Telephone # Home: Office: Fax #
Cell/Other: Email Address:

Agent Information (if applicable):

Company Name:
Agent Name:
Address: Zip Code:
Telephone # Home: Office: Fax #
Cell/Other: Email Address:

Fee: Condominium Unit: \$150.00. Single Family Dwelling: \$200.00. Two Family Dwelling: \$300.00. Apartment: \$200 for first unit, plus \$50.00 for each additional unit. Application is not considered complete until fee has been submitted. (Checks payable to: City of Shaker Heights).

Check One (required):

- I hereby request the City of Shaker Heights make a Point of Sale (POS) inspection at the property listed above in order to comply with the provisions of Chapter 1415 of the Housing Code. I agree to contact the Building and Housing Department to schedule the inspection.
I refuse to allow an inspection of the property. Note: If the owner refuses to allow an inspection, the City will seek a court issued warrant.

This Application is submitted with the undersigned person's understanding of and agreement with all of the following:

- After POS inspection is completed, you will receive a "Certificate of Inspection" showing any violations of the Housing Code at the property, or a "Certificate of Compliance" if there are no violations. The Certificate is valid for 1 year from date of issuance for the purpose of selling or otherwise conveying an interest in this property.
- The seller is required to provide a current Certificate of Inspection or Certificate of Compliance to a prospective buyer prior to execution of a contract of sale or transfer of title, including a Land Contract/Land Installment Contract.
- If the property will be transferred without correcting all violations, the buyer or seller must obtain a written estimate from a contractor registered with the City to correct all violations listed on the Certificate of Inspection; the estimate must reflect current market rates for labor and materials. Prior to transfer of title, the City's approval in writing must be obtained for the amount of escrow to be deposited.
- Prior to the transfer of title the following must be provided to the Building and Housing Department:
o A "Buyer's Acknowledgement Form," signed by buyer confirming receipt of Certificate of Inspection or Compliance;
o HUD-1 or other Closing Settlement Statement;
o An original signed "Escrow Account Agreement" form;
o An original signed W-9 form;
o A copy of the driver's license of the person opening the escrow account (if individual); or a copy of incorporation documents and proof of registration with Ohio Secretary of State (if an entity); and
o The social security number of the person opening the account (if individual), or tax ID number of entity.
- Within 3 business days after the date of transfer of title to the property a check made payable to the City of Shaker Heights must be provided to the City's Building and Housing Department in the full amount of the City-approved escrow amount (i.e. 150% of the estimated cost of repairs.) Funds will be held in a non-interest bearing account.
- Funds held in escrow are permitted to be disbursed only upon written authorization from the City. A "Disbursement Request Form" provided by the City must be completed and submitted to the City for approval. There will be a \$15 fee per disbursement check. Disbursements may take up to 7 business days for receipt of funds.
- The owner of this property is responsible for correcting all violations found at the time of inspection within ninety (90) days, irrespective of whether or not the property is on the market.
- The inspection is for the benefit the community; it is not intended to protect the interests of any individual, owner, successor owner or occupant of the property.
- The City assumes no liability or responsibility for any failure to report violations or conditions that may exist, and does not warrant the repairs made pursuant to the inspection. The POS Inspection does not include the public sidewalk or driveway apron, and does not include any inspection for lead, asbestos or other hidden hazards, adequacy of utility connections or sewer line blockages or failures. The City strongly recommends that a purchaser hire a qualified private inspector to report on the conditions of the property and potential issues.

Name of Applicant (please print):

Signature of Applicant Date

FOR OFFICE USE ONLY

Date Received: Receipt Number: FORM REVISED 2-3-2020