



Yolanda E. Broadie
Mayor

Village of Woodmere

Building Department
27899 Chagrin Boulevard
Woodmere Village, Ohio 44122
216.831.9511

Louis A. Hovanscek
Chief Building Official

HOMEOWNER'S AFFIDAVIT FOR BUILDING PERMIT

Please Note: Homeowners who obtain their own building permits (sometimes referred to as "homeowner's permits") thereby assume various significant obligations and responsibilities. If you have any questions regarding your obligations and responsibilities under a Building Permit issued to you as a homeowner, please contact the Building Department at (216) 831-9511.

In applying for a Building Permit, the property owner signing below hereby acknowledges (1) that they assume the responsibility as their own general contractor and (2) that they agree to the following:

- Each contractor or subcontractor working on the project under the Building Permit shall be registered with the Village of Woodmere in accordance with Chapter 1325.04 of the Codified Ordinances of the Village of Woodmere. This requirement applies whether the Building Permit is issued to a contractor or to a homeowner.
- The owner shall submit an affidavit to the Director of Building outlining which contractor(s) or subcontractor(s) shall be performing each phase of the construction.
- All work shall comply with all the applicable Building Codes, ordinances, rules and regulations, and shall be inspected prior to being concealed or completed.
- Arrangements shall be made for all work to be inspected by the Village of Woodmere Building Department both at roughing-in and when completed as required.

Building Permit #: _____

Property Address: _____

Owner's Signature: _____

Owner's Name (please print): _____

Owner's Address (if different): _____

Owner's Telephone No.: _____

Owners Fax: _____

Contractor(s): _____

I hereby certify that I own and occupy the above single-family dwelling and that all work shall be completed by myself. By signature, I affirm that I will comply with the above requirements.

Signature of Owner

STATE OF OHIO)

) ss.

COUNTY OF CUYAHOGA)

Subscribed and sworn to before me this _____ day of _____ 20__ by

_____ of _____, and Ohio

_____, on behalf of said _____.

Notary Public

_____ County, Ohio

My Commission Expires: _____

ADDITIONAL REQUIREMENTS

Seller Obligation: Owners of residential and commercial real estate, including single-family and two-family dwellings, duplexes, apartments, and condominiums, are required to obtain a Certificate of Inspection (Point of Sale) prior to entering into an agreement to sell or convey an interest in such property.

Application Fee: The fee for the Residential Point of Sale Inspection is \$100.00. Condominiums and Apartment Point of Sale ?Occupancy Permit Fee is \$30 per unit. The fee for the Commercial Point of Sale Inspection is \$200 for the first unit and \$90.00 for each additional unit.

Reinspection Fees: A reinspection free of \$30 is charged fore each requested reinspection after the first two (2) requested reinspections, to be paid at the time of issuance of the Certificate of Compliance or a transfer release.

Required Use of Certificate: Sellers must provide the prospective purchaser with a copy of the Certificate of Inspection or a copy of a Certificate of Compliance prior to the execution of a contract of sale.

Time Limit: The Certificate of Inspection or Certificate of Compliance provided to the purchaser must have been issued within one (1) year prior to the agreement.

Buyer's Acknowledgement: An Acknowledgement Form signed by the purchaser affirming receipt of a Certificate of Inspection or Certificate of Compliance must be deposited in escrow and a coy provided to the Building Department as a condition of title transfer.

Escrow Requirement: If all violations listed on a Certificate of Inspection are not corrected prior to transfer of title, an escrow account must be established and funds, in an amount not less than \$100.00 and equal to 150% of the estimated cost of repairs, must be deposited to pay for the cost to correct all remaining violations.

Escrow Determination: The amount to be held in escrow shall be determined by procuring a written estimate form a company currently registered to do business in Woodmere Village. The estimate must reflect current market rates for labor and materials, and be itemized to correspond to the Point of Sale Inspection notice. The Village may reject an estimate that fails to reasonably reflect the fair market cost of repairs.

City Estimate: If the party establishing the escrow (seller or buyer) can demonstrate to the Village that, after a good faith effort, he/she is unable to obtain an written estimate, the Village may establish the amount of the escrow with the understanding that such determination is non-negotiable.

Escrow Notification: The escrow agent must notify the Housing Inspection Department in writing of the amount of funds proposed to be held to correct all remaining violations.

Transfer Release: If the Village determines the estimate and escrow amount comply with the requirements of the ordinance, a written transfer release will be issued.

Escrow Disbursement: Funds held in escrow shall be disbursed only upon written authorization from the Village. If the amount held is less than \$5,000.00 no funds shall be released until all violations are corrected. If the amount is \$5,000.00 but less than \$20,000.00, the Village may authorized one (1) partial release of funds from escrow if it is determined that substantial progress has been made in correcting the violations and that sufficient funds remain in escrow to correct all remaining violations. If the amount is \$20,000.00 but less that \$40,000.00, two (2) partial releases may be approved. If the amount is \$40,000.00 but less than \$60,000.00, three (3) partial releases may be approved. On escrow account equal to or exceeding \$60,000.00, four (4) partial releases may be authorized.

Escrow Agent Obligation: No person, firm or corporation acting in the capacity fo a n escrow agent in any real estate transaction shall transfer title or disburse funds from any sale unless the provisions of Chapter of the Codified Ordinance of the Village of Woodmere have been satisfied.

Failure to Comply: Any person violating any provision of Chapter of the Building Code will be guilty of a misdemeanor of the first degree and shall be punished as provided in Section of the Administrative Code of the Codified Ordinances.

- *The owner is responsible for correcting all violations found at the time of inspection within sixty (60) days, irrespective of whether or not the property is on the market.*
- *The Village of Woodmere by issuing a certificate of inspection, does not in any way ensure, warrant or guarantee that all violations pursuant to the Codified Ordinances of the Village of Woodmere have been noted. The Village does not guarantee the finding of all violations nor dies it warrant the repairs made pursuant to the inspections. The certificate of inspection shall be considered the Village's best effort to make know to the applicant and the owner the violations on the property at the time of the inspection.*
- *No one is to occupy the above dwelling or structure, until an occupancy permit has been issued.*
- *All fees must be paid in the form of a Company Check, Bank Certified Check or Money Order.*

*Name of Applicant: _____ Date: _____

Signature of Applicant: _____ Date: _____