

# CONSUMER GUIDE TO AGENCY RELATIONSHIPS

*(Dual Agency In All In House Transactions – Policy)*  
**(Effective 3/25/2008)**

## ***CENTURY 21 ARROW REALTY***



We are pleased you have selected (Century 21 Arrow Realty) to help you with your real estate needs. Whether you are selling, buying or leasing real estate, (Century 21 Arrow Realty) can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services that agents can offer and their options for working with you:

### **Representing the Sellers**

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages, which would also represent the seller's interests and owe the seller these same duties.

### **Representing Buyers**

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction.

### **Dual Agency**

Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any confidential information to the other party without written consent.

### **Representing Both the Buyer & Seller**

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of all parties.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at [www.com.ohio.gov/real](http://www.com.ohio.gov/real).

Revised: 2/2008

**Working With (brokerage)**

(Century 21 Arrow Realty) does represent both buyers and sellers. When (Century 21 Arrow Realty) lists property for sale, all agents in the brokerage represent the seller. Likewise, when a buyer is represented by a (Century 21 Arrow Realty) agent, all of the agents represent that buyer. Therefore, when a buyer represented by a (Century 21 Arrow Realty) agent wishes to purchase property listed by our company, the agent(s) involved act as dual agents. This is true whether one agent is representing both parties or two separate agents are involved.

In the event that both the buyer and seller are represented by (Century 21 Arrow Realty) agents, these agents and (Century 21 Arrow Realty) will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that will place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties (Century 21 Arrow Realty) has listed. In that instance, (Century 21 Arrow Realty) will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

**Working With Other Brokerages**

(Century 21 Arrow Realty) does offer representation to both buyers and sellers. When (Century 21 Arrow Realty) lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. (Century 21 Arrow Realty) does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because (Century 21 Arrow Realty) shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer’s brokerage. Instead, that company will be looking out for the buyer and (Century 21 Arrow Realty) will be representing your interests.

When acting as a buyer’s agent, (Century 21 Arrow Realty) also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

**Fair Housing Statement**

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. (Effective: 3/25/08)

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date



4975 Turney Road  
Garfield Hts, Ohio 44125

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

16 Fixtures NOT Included: \_\_\_\_\_

17 \_\_\_\_\_

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

19 Earnest money payable to \_\_\_\_\_

20 In the form of a check note. Note shall be redeemed immediately  
21 upon receipt of a binding agreement (as defined on lines 205-212)  
22 and all monies deposited in an escrow/trust account are to be  
23 credited against the purchase price.....\$ \_\_\_\_\_

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

25 Mortgage loan to be obtained by Buyer.....\$ \_\_\_\_\_  
26 Conventional, FHA, VA, Other \_\_\_\_\_  
27 \_\_\_\_\_

28 \_\_\_\_\_

29 **FINANCING:** Buyer shall make a written application for the above mortgage loan and provide documentation to  
30 Seller of said application within \_\_\_\_\_ days and shall obtain a commitment for that loan no later than  
31 \_\_\_\_\_ days after acceptance of this offer. At the Seller's written election, if, despite Buyer's good faith  
32 efforts, that commitment has not been obtained, then this Agreement shall be null and void. Upon signing of a  
33 *mutual release* by Seller and Buyer, the earnest money deposit shall be returned to the Buyer without any further  
34 liability of either party to the other or to the Brokers and their agents. (see line 196)

35 **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow  
36 with the lending institution or escrow company on or before \_\_\_\_\_, and title shall be  
37 recorded on or about \_\_\_\_\_.

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

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

43 **TITLE:** Seller shall convey a marketable title to Buyer by general warranty deed and/or fiduciary deed, if required,  
44 with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage  
45 assumed by Buyer, b) such restrictions, conditions, easements (however created) and encroachments as do not  
46 materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and  
47 assessments, both general and special, not yet due and payable. Seller shall furnish an Owner's Fee Policy of Title  
48 Insurance in the amount of the purchase price from \_\_\_\_\_.  
49 Seller shall have thirty (30) days after notice to remove title defects. If unable to do so, Buyer may either a) accept  
50 Title subject to each defect without any reduction in the purchase price or b) terminate this agreement, in which  
51 case neither Buyer, Seller nor any broker shall have any further liability to each other, and both Buyer and  
52 Seller agree to sign a *mutual release*, releasing earnest money to Buyer. (see line 196)

53 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and  
54 county charges and tenant's rents, collected or uncollected, shall be prorated as of the date the title has been  
55 recorded. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the  
56 tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall  
57 be prorated based upon 35% of the selling price times the millage rate. The escrow agent is instructed to contact  
58 the local governmental taxing authority, verify the correct tax value of the property as of the date the title has been  
59 recorded and pay the current taxes due to the date the title has been recorded. If the property being transferred is  
60 new construction and recently completed or in the process of completion at the time the agreement was signed by  
61 the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the  
62 improved property to the date the title has been recorded and reserve sufficient funds in escrow from Seller's net  
63 proceeds to pay those taxes when they become due and payable after the title has been recorded. The escrow  
64 agent is instructed to release the balance of the funds on reserve to Seller once they receive notice from the local  
65 county auditor that the taxes on the land and improvements have been paid in full to the date the title has been  
66 recorded. Buyer acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes  
67 and assessments that will be owed. Seller agrees to reimburse Buyer directly outside of escrow for any increase in  
68 valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the  
69 date the title has been recorded. Seller is not aware of any proposed taxes or assessments, public or private,  
70 except the following: \_\_\_\_\_  
71 \_\_\_\_\_

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

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

76 Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount  
77 required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the cost  
78 of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) **If Seller is represented by  
79 Century 21 Arrow the commission shall be per listing agreement plus \$200.00,** g) one-half of the escrow fee  
80 (unless VA/FHA regulations prohibit payment of escrow fees by Buyer in which case Seller shall pay the entire escrow  
81 fee), and h) . Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall  
82 withhold \$ \_\_\_\_\_ from the proceeds due Seller for payment of Seller's final water and  
83 sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.

84 Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow  
85 fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the  
86 deed & any mortgage, d) **If Buyer is represented by Century 21 Arrow to pay a commission of \$200.00 for  
87 brokerage services rendered** .If requested, by Broker, the Seller(s) and Buyer(s) hereby authorize and instruct the  
88 escrow agent to send a copy of their fully signed HUD1 Settlement Statement to their respective Broker at closing.  
89 **HOME WARRANTY:** Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that  
90 such policies have deductibles, may not cover pre-existing defects in the property, and have items excluded from  
91 coverage. Broker may receive a fee from the home warranty provider. Buyer does does not elect to secure a  
92 Limited Home Warranty Plan issued \_\_\_\_\_. The cost of \$ \_\_\_\_\_  
93 shall be paid by Buyer Seller through escrow.

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

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

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

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

	<u>Choice</u>	<u>Inspections</u>	<u>Expense</u>	
			BUYER	SELLER
110	Yes No			
111		GENERAL HOME _____ days from acceptance of Agreement		
112		SEPTIC SYSTEM _____ days from acceptance of Agreement		
113		WELL WATER....._____ days from acceptance of Agreement		
114		( flow, potability)		
115		RADON....._____ days from acceptance of Agreement		
116		MOLD....._____ days from acceptance of Agreement		
117		PEST/ _____ days from acceptance of Agreement		
118		WOOD DESTROYING INSECTS		
119		OTHER....._____ days from acceptance of Agreement		
120		(list other inspections) _____		

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

122 a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If the  
123 property is accepted in its "as is" present physical condition, Buyer agrees to sign an *Amendment to the*  
124 *Residential Purchase Agreement* removing the inspection contingency and this agreement will proceed in  
125 full force and effect; **OR**

126 b. Accept the property subject to Seller agreeing to have specific items that were identified in a written  
127 inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's  
128 expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide  
129 Seller with a copy of all inspection reports, if requested, and sign an *Amendment to the Residential*  
130 *Purchase Agreement* removing the inspection contingency and identifying the defects which are to be  
131 repaired. Seller and Buyer have five (5) days from Seller's receipt of the written list of defects and the  
132 inspection report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's  
133 expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement  
134 is null and void and Seller and Buyer agree to sign a *mutual release*, with the earnest money being returned  
135 to the Buyer. (see line 196) The Buyer and Seller can mutually agree in writing to extend the dates for  
136 inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide  
137 reasonable access to the property for Buyer to review and approve any conditions corrected by Seller, **OR**

138 c. Terminate this agreement if written inspection report(s) identify material latent defects not previously  
139 disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this  
140 agreement based upon newly discovered material latent defects in the property, Buyer agrees to provide a  
141 copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a *mutual*  
142 *release*. The earnest money will be returned to the Buyer without any further liability of either party to the  
143 other or to the broker(s).(see line 196)

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

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

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

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

161 Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time  
162 of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local  
163 governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices  
164 received from governmental agencies to inspect or correct any current building code or health violations. If  
165 applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party  
166 will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in  
167 writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a  
168 *mutual release* with instruction to the Broker on disbursement of the earnest money. (see line 196)

169 **REPRESENTATIONS AND DISCLAIMERS:** Buyer acknowledges that the Seller completed the Residential  
170 Property Disclosure Form unless otherwise stated above and Seller has not made any representations or  
171 warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property  
172 Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any misstatements  
173 or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents  
174 have no obligation to verify or investigate the information provided by the Seller on that form. Buyer hereby  
175 acknowledges that any representation by Seller or the real estate agent(s) regarding the square footage of the  
176 rooms, structures or lot dimensions, homeowner's fees, public and private assessments, utility bills, taxes and  
177 special assessments are approximate and not guaranteed. Please list any and all verbal representations made by  
178 Brokers or their agents that you relied upon when purchasing this property (if none, write "**none**")  
179

180 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the  
181 purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and  
182 complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that  
183 event, Seller and Buyer agree to sign a *mutual release*, with instruction to the Broker on disbursement of the  
184 earnest money on deposit (see line 196). If such damage is less than ten percent of the purchase price, Seller  
185 shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property

186 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form  
187 Residential Property Disclosure VA FHA FHA Home Inspection Notice Secondary Offer Condominium  
188 Short Sale House Sale Contingency House Sale Concurrency Lead Based Paint (required if built before 1978)  
189 Homeowner's Association Affiliated Business Arrangement Disclosure Statement Other \_\_\_\_\_  
190

191 are made part of this Agreement. **The terms and conditions of any addenda will supersede any conflicting**  
192 **terms in the Purchase Agreement.**

193 **ADDITIONAL TERMS:** \_\_\_\_\_  
194 \_\_\_\_\_  
195 \_\_\_\_\_

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

196 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of the  
197 earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust  
198 account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is  
199 to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two  
200 years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided  
201 the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been  
202 filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller.

203 In all events, at closing of the transaction, the broker shall have the right to apply earnest money being held by  
204 broker against the real estate commission owed the broker as a result of said closing.

205 **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the  
206 last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer  
207 and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the  
208 parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be  
209 in writing and be signed/initialed by both Buyer and Seller. Facsimile signatures shall be deemed binding and valid.  
210 This Agreement shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance.  
211 If there is any conflict between the escrow's conditions of acceptance and this agreement, the terms of this  
212 agreement shall prevail. For purposes of this Agreement, "days" shall be defined as calendar days.

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

214 BUYER \_\_\_\_\_ Address \_\_\_\_\_

215 Print Name \_\_\_\_\_ ZIP \_\_\_\_\_

216 BUYER \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_

217 Print Name \_\_\_\_\_ Email \_\_\_\_\_

218 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow  
219 funds a commission of \$ \_\_\_\_\_ or \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the  
220 purchase price to \_\_\_\_\_ (Selling Broker) \_\_\_\_\_ (Office)  
221 and \$ \_\_\_\_\_ plus \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the  
222 purchase price to \_\_\_\_\_ (Listing Broker) \_\_\_\_\_ (Office)

223 SELLER \_\_\_\_\_ Address \_\_\_\_\_

224 Print Name \_\_\_\_\_ ZIP \_\_\_\_\_

225 SELLER \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_

226 Print Name \_\_\_\_\_ Email \_\_\_\_\_

227 Selling Agent Name, Telephone and Email: \_\_\_\_\_ Listing Agent Name, Telephone and Email: \_\_\_\_\_  
228 \_\_\_\_\_

229 \_\_\_\_\_  
230 \_\_\_\_\_

231 Selling Brokers Name, Address and Telephone: \_\_\_\_\_ Listing Brokers Name, Address and Telephone: \_\_\_\_\_  
232 \_\_\_\_\_

233 \_\_\_\_\_  
234 \_\_\_\_\_

235 \_\_\_\_\_



# AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

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

Buyer(s): \_\_\_\_\_

Seller(s): \_\_\_\_\_

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_.  
AGENT(S) BROKERAGE

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_.  
AGENT(S) BROKERAGE

## II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage \_\_\_\_\_ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) \_\_\_\_\_ and real estate brokerage \_\_\_\_\_ will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_
- represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

## CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_



# DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

## **As a dual agent, the agent(s) and brokerage shall:**

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

## **As a dual agent, the agent(s) and brokerage shall not:**

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

**Compensation:** Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

**Management Level Licensees:** Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

**Responsibilities of the Parties:** The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

**Consent:** By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce  
Division of Real Estate & Professional Licensing  
77 S. High Street, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100





216-883-2100 • Fax:216-883-2112

**ADDENDUM**

This is an Addendum to the Purchase Agreement dated \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
for the purchase and sale of the Property known as (Street Address) \_\_\_\_\_  
\_\_\_\_\_, (City) \_\_\_\_\_, Ohio,  
between \_\_\_\_\_ ("BUYER")  
and \_\_\_\_\_ ("SELLER").

**The following is hereby mutually agreed upon by said BUYERS and the SELLERS:**

\_\_\_\_\_

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\_\_\_\_\_

BUYER

DATE

BUYER

DATE

SELLER

DATE

SELLER

DATE

*Promissory Note*

\$ \_\_\_\_\_, 20\_\_\_\_

ON DEMAND after date, \_\_\_\_\_ promise to pay to the order of

\_\_\_\_\_ Dollars

with interest at \_\_\_\_\_ percent per annum for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

DUE DATE  
ON DEMAND



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

Approved form - The Cleveland Area Board of REALTORS®