



Effective 1/1/07

STATE OF OHIO
DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:1-4-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address:

Owners Name(s):

Date: _____, 20_____

Owner is is not occupying the property. If owner is occupying the property, since what date: _____

Purpose of Disclosure Form: This is a statement of the condition of the property and of information concerning the property actually known by the owner as required by Ohio Revised Code Section 5302.30. Unless otherwise advised in writing by the owner, the owner, other than having lived at or owning the property, possesses no greater knowledge than that which could be obtained by a careful inspection of the property by a potential purchaser. Unless otherwise advised, owner has not conducted any inspection of generally inaccessible areas of the property. THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER OF THE PROPERTY. THIS STATEMENT IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION.

Owner's Statement: The representations contained on this form are made by the owner and are not the representations of the owner's agent or subagent. This form and the representations contained in it are provided by the owner exclusively to potential purchasers in a transfer made by the owner, and are not made to purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate. For example, although some questions are limited to the past five years material problems or defects that occurred over five years ago that have not been fully corrected are required to be disclosed.

Instructions to Owner: (1) Answer ALL questions. (2) Identify any material matters in the property that are actually known. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- Public Water Service
Private Water Service
Private Well
Shared Well
Holding Tank
Cistern
Spring
Pond
Unknown
Other

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water?

Yes No If "Yes", please describe: _____

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) Yes No

If owner knows of any leaks, backups or other material problems with the water supply system or quality or quantity of the water since owning the property (but not longer than the past 5 years), please describe and indicate any repairs completed: _____

Owner's Initials ____/____ Date ____/____

Purchaser's Initials ____/____ Date ____/____

Property Address _____

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- | | | |
|--------------|---------------|----------------|
| Public Sewer | Private Sewer | Septic Tank |
| Leach Field | Aeration Tank | Filtration Bed |
| Unknown | Other _____ | |

If not a public or private sewer, date of last inspection: _____

Do you know of any current leaks, backups or other material problems with the sewer system servicing the property? Yes No

If "Yes", please describe: _____

If owner knows of any leaks, backups or other material problems with the sewer system since owning the property (but not longer than the past 5 years), please describe and indicate any repairs completed: _____

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any current leaks or other material problems with the roof or rain gutters? Yes No

If "Yes", please describe: _____

If owner knows of any leaks or other material problems with the roof or rain gutters since owning the property (but not longer than the past 5 years), please describe and indicate any repairs completed: _____

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? Yes No

If "Yes", please describe and indicate any repairs completed: _____

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No

If "Yes", please describe and indicate any repairs completed: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector. Have you ever had the property inspected for mold by a qualified inspector?

Yes No If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS):

Do you know of any movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

Yes No If "Yes", please describe: _____

If owner knows of any repairs, alterations or modifications to control the cause or effect of any problem identified above, since owning the property (but not longer than the past 5 years), please describe: _____

Do you know of any previous or current fire or smoke damage to the property? Yes No

If "Yes", please describe and indicate any repairs completed: _____

F) MECHANICAL SYSTEMS: Do you know of any current problems or defects with the following mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

- | | YES | NO | N/A | | YES | NO | N/A |
|-----------------------------|-----|----|-----|-------------------------------|-----|----|-----|
| 1) Electrical | | | | 8) Water softener | | | |
| 2) Plumbing (pipes) | | | | a. Is water softener leased? | | | |
| 3) Central heating | | | | 9) Security System | | | |
| 4) Central Air conditioning | | | | a. Is security system leased? | | | |
| 5) Sump pump | | | | 10) Central vacuum | | | |
| 6) Fireplace/chimney | | | | 11) Built in appliances | | | |
| 7) Lawn sprinkler | | | | 12) Other mechanical systems | | | |

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system since owning the property (but not longer than the past 5 years). _____

Owner's Initials _____/_____/_____ Date _____/_____/_____

Purchaser's Initials _____/_____/_____ Date _____/_____/_____

Property Address _____

G) WOOD BORING INSECTS/TERMITES: Do you know of the presence of any wood boring insects/termites in or on the property or any existing damage to the property caused by wood boring insects/termites? Yes No

If "Yes", please describe: _____

If owner knows of any inspection or treatment for wood boring insects/termites, since owning the property (but not longer than the past 5 years), please describe: _____

H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

Yes No Unknown

- 1) Lead-Based Paint
- 2) Asbestos
- 3) Urea-Formaldehyde Foam Insulation
- 4) Radon Gas
 - a. If "Yes", indicate level of gas if known _____
- 5) Other toxic or hazardous substances

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____

I) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA: Yes No Unknown

Is the property located in a designated flood plain?
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?

J) DRAINAGE/EROSION: Do you know of any current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No

If "Yes", please describe: _____

If owner knows of any repairs, modifications or alterations to the property or other attempts to control any flooding, drainage, settling, grading or erosion problems since owning the property (but not longer than the past 5 years), please describe: _____

K) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOME OWNERS ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No

If "Yes", please describe: _____

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). Yes No

If "Yes", please describe: _____

Do you know of any recent or proposed assessments, which could affect the property? Yes No

If "Yes", please describe: _____

Is the property subject to any rules or regulations of, or the payment of any fees or charges to, a Homeowners Association, Condominium Association or any other Community Association? Yes No

If "Yes", please describe: _____

Owner's Initials _____/_____/_____ Date _____/_____/_____

Purchaser's Initials _____/_____/_____ Date _____/_____/_____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

(In Compliance with Federal Law)

Property Address: _____

Seller(s): _____

Buyer(s): _____

We are pleased to recommend that you arrange title and/or escrow closing services through Great Northern Title Agency. We have found this company to provide fast, efficient, and professional services. PLEASE NOTE that Dan Rice, Greg Conte, Dale Sibits of C-21 ARROW REALTY, have a business relationship with this company and have a direct ownership interest of 3.05% in Great Northern Title Agency.

Great Northern has the following estimated range of charges:

<u>Coverage Amount</u>	<u>Premium</u>	<u>Escrow Services</u>
Up to \$150,000	\$5.75 / \$1,000	Closing fees range between
\$151,000 - \$250,000	\$4.50 / \$1,000	\$125 and \$500 to Purchaser and
\$251,000 - \$500,000	\$3.50 / \$1,000	to Seller depending on purchase
\$501,000 - \$10,000,000	\$2.75 / \$1,000	price and county.
Over \$10,000,000	\$2.25 / \$1,000	

<u>Charges to Purchaser</u>	<u>Amount</u>
Owners Title Insurance	½ per schedule above
Title Insurance Binder	\$75
Simultaneous Issue Loan	\$100
Conditional Filing Fee (if applicable)	\$35
Transfer Service Fee (if applicable)	\$35
Special Tax Exam (if applicable)	\$35

<u>Charges to Seller</u>	<u>Amount</u>
Owners Title Insurance	½ per schedule above
Title Examination	\$125-\$325 (depending on county)
Release Service Fee (if applicable)	\$35 per lien

There may be additional charges depending on the particular needs of your transaction.

While we encourage you to use this company, you are not required to do so as a condition for the purchase / sale of your home. There are other settlement service providers available with similar services. You are free to shop around to determine whether you are receiving the best services and/or the best rates for those services.

Acknowledgement

I / we have read this Disclosure Form and understand that C-21 ARROW REALTY is referring me/us to purchase the above described settlement services and that the above named individual(s) may receive a financial or other benefit as a result of that referral.

Signature: _____ Date: _____

Signature: _____ Date: _____

Deed Request Cover Sheet

DATE: _____ DATE NEEDED: _____

PROPERTY ADDRESS: _____

PERMANENT PARCEL NO.: _____

SELLER(S): _____
[EXACT NAME(S) OF TITLE OWNER(S)] [ALSO, IF APPLICABLE, ATTORNEY-IN-FACT]

└ Prior Deed Doc. No./Vol., Pg.: _____

MARITAL STATUS: Husband & Wife; Married*; Single; Divorced; Widowed

*If Married, Name(s) of Spouse(s): _____

BUYER(S): _____
[EXACT NAME(S) OF BUYER(S) TO APPEAR ON DEED]

MARITAL STATUS: Husband & Wife; Married; Single; Divorced; Widowed

TYPE OF DEED: General Warranty; Joint & Survivor; Survivorship; Quit-Claim

DEED TO BE SIGNED OUT OF STATE: YES NO If So, Where? _____

● PLEASE PROVIDE COPIES OF **LEGAL DESCRIPTION & PURCHASE AGREEMENT**. Also, if applicable copy of ●Power of Attorney ●Trust Agreement

☺ SPECIAL INSTRUCTIONS: (i.e.: tax mailing address) _____

DEED REQUESTED BY:

SEND DEED & BILL TO:
ATTN: _____



216-883-2100 • Fax:216-883-2112

Exclusive Right to Sell Agreement

1. Seller: Seller as owner or having the right and power to act for the owner of the following property (the "Property") hereby authorizes Broker, to offer for sale the Property at the price and terms stated below.

2. Property: _____, Ohio
(Street Address) (Municipality) (Zip)

Perm. Parcel or Tax I.D. No. _____ Described as:

3. Price: \$
4. Exclusive right to sell: In consideration of Broker's agreement to diligently work to secure a Purchaser for the Property, Seller hereby grants to Broker the sole and exclusive right to sell the Property from this date through midnight on 20 _____. (The "Exclusive Period"). In the event of sale or exchange of the Property at the price and terms stated, or such other price and terms as may be acceptable to Seller, Seller agrees to pay Broker a commission, on the full purchase or exchange price, of _____ Percent (%).

5. Protection Period: Seller agrees to refer to Broker all real estate licensees, customers, or prospects who may come to Seller directly during the Exclusive Period or any extension thereof. In the event of any sale or exchange of the Property within six (6) months after the Exclusive Period (or any extension thereof) has expired, it is further agreed that the Seller will pay the commission described above if the Purchaser had contact with Broker, or any real estate licensee regarding the purchase of the Property during the Exclusive Period (or any extension thereof), and Seller knew or had been advised in writing of such contact. However, Seller shall not be obligated to pay said commission if Seller enters into a written exclusive right to sell agreement with another real estate Broker during such six month Protection Period.

6. Authorization to Market: Broker is authorized in its sole discretion, to place a for sale sign on the property, if permitted by law, to remove all other such signs, to place a lock box on the property, to have access to the property at all reasonable times for the purpose of showing it to prospective purchasers, to cooperate with other brokers and to use pictures of same for promotional purposes. The property shall be entered into the multiple listing service subject to the rules and regulations of that service.

7. Fair Housing: This agreement shall be performed in accordance with the Ohio Fair Housing Law (Section 4112.02 (H) of the Ohio Revised Code) and the Federal Fair Housing Law (42 U.S.C.A., Section 3601) pursuant to which it is illegal 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 to make unavailable house accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, 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.

8. Seller's Property Descriptions: I understand that the information which I provided to the Broker as listing information will be used to advertise my property to the public and it is essential that this information be accurate. I HAVE REVIEWED THE MLS LISTING INPUT SHEET AND REPRESENT THAT THE INFORMATION CONTAINED IN IT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. Though I am listing my property in its present physical condition ("as is" condition), I understand that I may be held responsible by a Purchaser for any latent or hidden undisclosed defects in my property which are known to me but which are not disclosed to the Purchaser at time of sale. I have completed the "RESIDENTIAL PROPERTY DISCLOSURE FORM." I understand that the Disclosure and its contents will be shared with prospective Purchasers, and with any person or entity in connection with the actual or anticipated sale of this property. I further agree to disclose any additional items which may become known to me prior to recording of the deed. I understand that if prior to the acceptance of a purchase agreement, I do not provide said "RESIDENTIAL PROPERTY DISCLOSURE FORM," to the purchaser, then the purchaser may rescind the purchase agreement without penalty. I AM AWARE OF NO OTHER PROBLEMS OR DEFECTS IN THE PROPERTY, EXCEPT AS STATED WITHIN THE RESIDENTIAL PROPERTY DISCLOSURE FORM.

9. Title: Title will be conveyed to the Purchaser or nominee by appropriate deed, with release of dower, if any, and Seller shall pay for a title search and one half (1/2) of the premium for an Owners Policy of the Title Insurance issued in the amount of the purchase price insuring title except for allowable exceptions appearing in the Purchase Agreement.

10. Appurtenant Fixtures: Items such as wall-to-wall carpeting, garage door openers, smoke detectors, built-in appliances, light fixtures, landscaping and many indoor and outdoor decorative items may legally be "fixtures" and if so they must remain with the property unless specifically excluded in the Purchase Agreement. Discuss this matter with your agent/Broker to avoid uncertainty regarding what you may take and what should remain with the property and make specific provisions for these items in the Purchase Agreement. Excluded fixtures: _____

11. Home Warranty: I agree [] to provide [] not to provide a limited home warranty program from _____ at a charge of \$ _____ plus options, if any. I acknowledge that the home warranty program is a limited warranty with a deductible. I acknowledge receipt of the application for such home warranty program.

12. Municipal Required Inspections: I agree to apply for and obtain any inspections and/or certificates required by law and shall place said document(s) in escrow. The responsibility for curing said violations shall be assumed by the [] seller, [] purchaser.

13. Fees to Sub Agents/Buyer' Agents and Dual Agents: Owner authorizes Broker to list the Property in any Multiple Listing Service. Owner authorizes Broker to offer compensation in accordance with Broker's company policy, which is to offer compensation to: (check if applicable)

- Subagents Compensation amount
Buyer Brokers Compensation amount

(State compensation as dollar amount or percentage of sales price)

Owner (check one) [] has [] has not received Broker's written disclosure of its company policy on agency relationships. If a prospective buyer of the Property is represented by Broker, or any other agent of Broker, or if the prospective buyer is an employee or agent of Broker, Broker will be considered a "dual agent" (that is agent of both Owner and the Buyer) in the transaction. If this situation arises, Owner is willing permit Broker's dual agency role, subject to Owner's approval of a dual agency consent agreement in accordance with Ohio law setting forth the rights and obligations of the parties.

14. Lead Based Paint Disclosure: Owner has been advised that if the Property contains housing constructed before 1978, Owner is required (a) to provide to the purchaser a federally approved lead hazard information pamphlet; (b) to disclose to Broker and the purchaser the presence of any known lead based paint and/or lead based paint hazards on the Property; and (c) to provide to Broker and the purchaser any additional information, records or reports in Owners possession or available to Owner pertaining to lead based paint hazards in the Property. In addition Owner must provide to Purchaser a 10-day opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead based paint hazards, unless waived by the purchaser in writing. Finally, any contract for the sale of the Property shall include an attachment containing a Lead Warning Statement as well as the information and disclosure described above. Owner agrees to comply with these requirements and to indemnify, defend and hold Broker harmless any claims, damages, losses or expenses, including attorney's fees, arising from Owner's violation of these requirements.

The word "I" in this agreement shall mean all sellers, jointly and severally, who have signed this agreement. I understand that this agreement does not guarantee the sale of my property. I hereby acknowledge receipt of a signed copy of this agreement. (If seller is married both signatures are required)

ACCEPTED:

Date: _____

Date: _____

Agent: _____

Owner: _____

Office: _____

Owner: _____

Phone: _____

Address: _____

Phone: _____

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF YOU HAVE ANY QUESTIONS OF LAW, CONSULT YOUR ATTORNEY.

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.

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