

CONTRACT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

(This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult your Realtor)

DATE: _____

1. **PROPERTY DESCRIPTION:** The undersigned buyer (Buyer) agrees to purchase from the undersigned owner (Seller), and the undersigned owner (Seller) agrees to sell to the undersigned buyer (Buyer) through **United County Real Estate and Auction Services, LLC** (Broker), the following described real estate in, _____ County, Ohio, and known as: _____ (Real Estate) on the terms contacted in this Agreement (Contract).
2. **PRICE AND TERMS:** Buyer agrees to pay the amount of the high bid \$ _____ plus the buyer premium of \$ _____ for a **Total Purchase Price of \$ _____** for the Real Estate as follows: A **non-refundable** (except in the case of an unmarketable title as provided in paragraph 11 of this Contract and except as provided in paragraph 12 of this Contract) down payment (Down Payment) of \$ _____ must be deposited at the time of the Auction and will be applied toward the Purchase Price. Upon acceptance of this offer, the Down Payment shall be deposited by the Broker in a non-interest-bearing trust account pending closing. This Down Payment is not an Earnest Money deposit as contemplated by R.C. 4735.24. In the event this Contract does not close for any reason other than as agreed, Buyer agrees that the Down Payment shall be disbursed by Broker to Seller five (5) days after the scheduled Closing Date unless Broker is previously notified in writing by Buyer that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.
3. **BALANCE & CLOSING:** The balance of the Purchase Price shall be paid in the form required by the closing agent on the date of closing, on or before _____ (Closing Date). The Closing Date shall be extended to 30 days if the Auctioneer, in the Auctioneer's discretion, deems it necessary. This transaction shall be closed at Delaware Title Agency, Inc., 236 West Central Avenue, Delaware, Ohio 43015. If Buyer does not close on or before the scheduled Closing Date set in this paragraph, Seller may, at Seller's option, extend the Closing Date in consideration of Buyer paying a per diem extension fee in the sum of \$ _____ per day after the original Closing Date.
4. **CLOSING COSTS:** The ☐ Buyer ☐ Seller shall be responsible for all transfer taxes, recording fees, title search, commitment fee for the owner's policy, the standard owner's title insurance premium, one half of the three hundred dollar (\$300.00) closing fee and the cost of deed preparation. Seller is also responsible for Seller's share of prorated real estate taxes under paragraph 16 of this Contract and for satisfying any mortgages or other liens.
If a survey is required for transfer, Seller will pay the survey cost. **Buyer is responsible for all other closing costs.**
5. **TERMS:** The Real Estate sells ☐ to the highest bidder regardless of price, **OR** ☐ subject to the Seller's confirmation.
6. **FIXTURES AND EQUIPMENT:** The consideration shall include any fixtures, including but not limited to built-in appliances; heating, central air conditioning, and humidifying equipment and their control apparatuses; stationary tubs; pumps; water softening equipment; roof antennae; attached wall-to-wall carpeting and attached floor coverings; curtain rods, window coverings, and all existing window treatments; attached mirrors; all light fixtures; bathroom, lavatory and kitchen fixtures; storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the Premises or in storage; garage door openers and controls; attached fireplace equipment; security systems and controls; smoke alarms, satellite TV reception system, and components; all exterior plants and trees, all landscaping lights and controls; and the following: _____ (None if blank).
7. **OBTAINING FINANCING:** This Contract to Purchase is **not contingent** upon the Buyer obtaining financing. There are no Buyer contingencies.
8. **BINDING OBLIGATION:** Buyer is buying the property **As-Is, Where-Is and without Recourse**. If Buyer fails to close for any reason whatsoever, except an unmarketable title, Buyer voluntarily agrees to forfeit the entire Down Payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of the Real Estate. Time is of the essence, and this is an irrevocable offer to purchase with no contingencies. In the event Buyer fails to

Buyer Initial Seller Initial

perform according to the terms of this Contract, the Down Payment shall be forfeited without affecting any of Seller's further remedies. Either party may demand specific performance of this Contract.

9. **SELLERS' CERTIFICATION:** Sellers certifies to Buyer that Sellers have the legal authority to sell the Real Estate, but because Sellers are Trustees of a Trust selling the Real Estate to conclude the administration of the trust estate, Sellers do not possess historical information or knowledge about the Real Estate and do not make any representations or warranties related to the condition of the Real Estate and, to the Sellers' actual knowledge, (a) there are no pending orders, ordinances or resolutions that authorize work or improvements for which the Real Estate may be assessed; and (b) there are no City, County or State orders that have been served upon Seller requiring work to be done or improvements to be made which have not been performed. Inspections regarding the habitability and usability of the Real Estate for Buyer's intended purposes shall be the responsibility of Buyer. All Buyer inspections must be completed prior to the Auction. **BUYER IS RELYING SOLELY UPON BUYER'S EXAMINATIONS AND INSPECTIONS OF THE REAL ESTATE FOR THE PURPOSE OF EVALUATING AND DETERMINING ITS PHYSICAL CONDITION AND CHARACTER AND NOT UPON ANY REPRESENTATION BY SELLERS OR THE BROKER/AUCTIONEERS/REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE. BUYER ACKNOWLEDGES THAT NEITHER SELLERS NOR THE BROKER/AUCTIONEERS/REAL ESTATE AGENTS HAVE MADE ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OR CHARACTER OF THE REAL ESTATE.**
10. **INDEMNITY:** Seller and Buyer recognize that the AUCTIONEERS/BROKERS are relying on information provided by Seller or Seller's agents in connection with the Real Estate and agree to indemnify and hold harmless the AUCTIONEERS/BROKERS, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or Seller's agents.
11. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by fiduciary deed SUBJECT TO THE MATTERS, INCLUDING EXCEPTIONS, STANDARD OR SPECIFIC, SHOWN ON THE APPLICABLE COMMITMENT FOR TITLE INSURANCE PROVIDED TO BIDDERS PRIOR TO THE SALE AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and state law. Title shall be free and unencumbered by monetary liens as of Closing Date, except for matters referred to in the preceding sentence and restrictions, conditions and easements of record, public roads and real estate taxes and assessments prorated to the date of closing.
If title to all or part of the real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments, other than those excepted above, Buyer must notify the Seller or Seller's Broker in writing of the objection to the title no less than ten (10) calendar days prior to the Closing Date. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within (30) calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction, or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in the termination of this Contract. Seller is not obligated to incur any expense in curing Buyer's objection. If the cure of the objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or terminate the Contract by delivering a written Notice of Termination to the Buyer or Buyer's Broker. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.
12. **CONDITION OF IMPROVEMENTS:** The risk of destruction or substantial damage by fire or other casualty, or Act of God, prior to delivery of the deed is assumed by Seller. Seller agrees that on delivery of possession to Buyer, the Real Estate shall be in the same condition as it is on the date of this Contract, except for ordinary wear and tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to the Closing Date, the Real Estate shall not be repaired or restored, by and at the Seller's expense, to a condition substantially as good as it was prior to the damage or destruction, then Buyer, at Buyer's option, may terminate this Contract by written notice to Seller and the Down Payment shall be returned to Buyer. While this Contract is pending, Seller shall not modify any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Buyer. In addition, Buyer may have an insurable interest in the Real Estate from the date of this Contract and, to the extent that Buyer has an insurable interest in the Real Estate, Buyer is hereby notified that Buyer should obtain any insurance coverage desired by Buyer on the Real Estate immediately to protect Buyer's interest.
13. **DISCLOSURE:** ☐ Buyer ☐ Seller ☐ Neither Buyer nor Seller - is a licensed Real Estate Broker or Salesperson.
14. **POSSESSION:** Possession shall be given ☐ at closing, ☐ _____ days after closing at _____ ☐ AM ☐ PM, subject to Tenant's Rights. Until such date, Seller shall have the right of possession free of rent but shall pay for all utilities. No work may be done at the Real Estate by the Buyer until possession is given.
15. **AGENCY DISCLOSURE STATEMENT:** Real Estate is being sold through United Country Real Estate and Auction Services,

Buyer Initial Seller Initial

LLC. Buyer and Seller acknowledge having reviewed and signed the Agency Disclosure Statement.

16. **REAL ESTATE TAXES AND ASSESSMENTS:** The real estate taxes for the Real Estate for the current year may change as a result of the transfer of the Real Estate or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority. Seller shall pay or credit at closing: (a) all delinquent taxes, including penalty and interest; (b) all assessments which are a lien on the Real Estate as of the date of the Contract (continuing assessments, if any) shall be prorated; (c) except as provided in the terms and conditions addendum to this Contract, all agricultural use tax recoupments for years prior to the year of closing. If taxes are undetermined for the year of closing, the proration shall be based on the most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified reflecting as applicable any Current Agricultural Reduction Valuation. If this transaction involved a new lot split, the proration, depending on how the County Auditor handles new splits, may be a reserve proration with the taxes placed in escrow. The proration at Closing shall be final.

17. **NOTICES TO THE PARTIES:**

- A. Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. The parties are hereby advised and acknowledge that they should seek professional expert assistance and advice in matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc.
- B. Ohio Fair Housing Law: 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, as amended, 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.
- C. Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall not rely on the Seller.

18. **MISCELLANEOUS:**

- A. This Real Estate is being sold at Public Auction, without recourse. Personal on-site inspection(s) of the Real Estate or properties is strongly recommended.
- B. The Real Estate will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues.
- C. Information contained online was obtained by sources deemed reliable. However, neither United County Real Estate and Auction Services, LLC nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Buyer should carefully verify all items and make their own decision as to the accuracy thereof before relying on same.
- D. The Seller and Broker reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
- E. If there is more than one (1) Buyers, the obligations of the buyers are joint and several.
- F. This Contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in a writing signed by the Buyer and Seller. All notices given in connection with this Contract shall be made in a writing signed by the party giving such notice.
- G. Time is of the essence regarding all provisions of this Contract. Whether or not so stated elsewhere in this Contract, no deadline or time period under this Contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only, and shall not



reduce the effect of this paragraph as to any other provision of this Contract.

19. **OTHER TERMS:** The separate TERMS AND CONDITIONS addendum ("Terms and Conditions Addendum") is made a part of this Contract and, to the extent that the provisions of this Contract and the provisions of the Terms and Conditions Addendum conflict, the provisions of the Terms and Conditions Addendum shall control. Additional other terms are as follows:

20. **DEED TO:** (Print) _____

21. **EXPIRATION AND APPROVAL:** Provided this offer is subject to Seller's confirmation pursuant to Paragraph 5 above, this offer is void if not accepted by Seller in writing on or before _____ AM ☐ PM EST on the _____ day of _____, 20____.

The Buyer has read, fully understands, and approves the foregoing offer and acknowledges receipt of a signed copy.

Print

Sign

Date

BUYER: _____

BUYER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

22. **ACTION BY SELLER:** For Real Estate selling to the highest bidder regardless of price, the undersigned Seller has read and fully understands the foregoing offer, hereby accepts Buyer's offer, and agrees to convey the Real Estate according to the above terms and conditions.

For Real Estate selling subject to the Seller's confirmation, the undersigned Seller has read and fully understands the foregoing and hereby ☐ accepts said offer and agrees to convey the Real Estate according to the above terms and conditions, ☐ rejects said offer, or ☐ counteroffers according to the modifications initialed by Seller or as attached hereto. Counteroffer shall become null and void if not accepted in writing on or before _____ ☐ AM ☐ PM EST on the _____ day of _____, 20____.

Print

Sign

Date

SELLER: _____

SELLER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

23. **RECEIPT BY United Country Real Estate and Auction Services, LLC:** DATE _____, I hereby acknowledge receipt of \$ _____ ☐ cash ☐ cashier's check ☐ personal check # _____ made payable to _____ as a down payment in accordance with the terms herein provided.

United Country Real Estate and Auction Services

By: _____

Buyer Initial Seller Initial

United Country Real Estate and Auction Services, LLC

Chip Carpenter Broker/Auctioneer

740-965-1208 OR 614-206-1135

Owners: David Church and James Church Co-Trustees of the Richard A. Church Jr. Trust

David Shade, Attorney for Trust

TERMS AND CONDITIONS

Pursuant to the pre-auction sale bills and applicable law, **THESE TERMS AND CONDITIONS REPLACE AND SUPERSEDE ALL PRIOR TERMS AND CONDITIONS OF ANY NATURE, WHETHER WRITTEN, VERBAL, OR OTHERWISE. IT IS THE BIDDER'S RESPONSIBILITY TO BE FAMILIAR WITH THESE TERMS AND CONDITIONS.** By registering for this auction and placing a bid, bidder acknowledges that these terms and conditions have been disclosed to bidder, and bidder agrees to be bound by these terms and conditions. Property sells subject to Trustees' confirmation on the day of sale.

1. Buyer shall pay ten percent (10%) of the purchase price as a NONREFUNDABLE down payment per tract purchased or for the whole upon execution of the purchase agreement, to be applied on the purchase price at closing, or retained by Seller if the closing does not occur. The balance of the purchase price is due in cash in conformity with Ohio's good funds law at closing, which shall occur on or before January 7, 2025. Real estate taxes shall be prorated to the day of closing based on the most recent available tax rate and valuation. All tax pro ration shall be final at the time of closing. Seller will not pay CAUV recoupment on any tract or combination of Tracts over 10 acres. Survey: The survey will be at the Seller's expense, and any issues regarding the survey will be at the Seller's discretion; for combination purchases of contiguous tracts, Buyer will receive a single perimeter survey only. Seller will pay for the conveyance fee, the premium and commitment fee for a standard ALTA owner's policy of title insurance issued by Delaware Title Agency, Inc., Seller's portion of title agency closing fee not to exceed \$300.00 dollars, and fiduciary deed preparation only. Closing to be at Delaware Title Agency Delaware, Ohio. Contact Matthew Kear at 740-363-2063. Seller will pay no other closing costs. The ALTA owner's policy of title insurance shall contain all standard exceptions, as listed in the title commitment.
2. All real property and improvements are selling in their present "AS IS" condition with no warranties expressed or implied by Seller or Seller's agent. No representations have been made by Seller or Seller's agent with regard to the fitness of the real property or improvements for a particular use or for any particular Buyer's development plans. It is Buyer's responsibility to have any inspection Buyer desires completed prior to the auction. It is the Buyer's responsibility to pay for and obtain any and all due diligence inspections and inquiries as to the feasibility of Buyer's intended development plans prior to bidding. United Country Real Estate and Auction Services, LLC, and all agents associated, represent only the Seller in this transaction. Successful Buyers shall sign an agency disclosure form acknowledging that United Country Real Estate and Auction Services, LLC and its associated agents are working on behalf of the Seller.
3. All prospective Buyers who desire to participate in the auction must register on the day of sale prior to bidding and must then provide such personal information as requested by the auctioneer. Realtor cooperation is welcome; however, you must register your clients 48 hours prior to the auction with an agency disclosure, show them the property, and attend the auction. The co-op commission is 2%. No exceptions. If registered less, then 48 hours co-op commission is 1%.
4. The properties located on Township Road 223, Maloney Road, and County Road 155 will not be offered in multi-parcel auction format.
5. The Township Road 165 property will be offered in 16 tracts as a multi-parcel auction. Seller has specifically reserved the right to have the auctioneer determine the minimum bid advancement that will be accepted from all bidders, including the amount necessary to "break" winning bids during the multi-parcel portion of the auction. This is a multi-parcel auction with open bidding on any tract, combination of tracts, or the whole up until the seller or

auctioneer determines the bidding to be closed. The auctioneer will handle any disputes at the time of the auction and all decisions will be final. The auctioneer, the Seller and/or the attorney for the Seller reserve the right to demand satisfactory written evidence of the authority of an agent to enter a bid or to execute a purchase contract on behalf of another party. This auction may be subject to online, phone, proxy and simulcast bidding.

6. Each successful bidder will be required to immediately execute the posted purchase contract, and deposit with the auctioneer the down payment described above. In case of conflict with these terms and conditions, the terms and conditions in the signed contract control the transaction.
7. Please view the posted title commitment for each property for any questions on easements, rights of way, leases, etc. Any reports, disclosures, letters or other documents from third parties are deemed reliable but not guaranteed by seller nor United County Real Estate and Auction Services LLC.
8. Any personal property except items owned by tenants left on the grounds of the real estate as of the date of closing becomes the property of the Buyer of the real estate. Buyer will assume all responsibility and costs associated with these items as of the date of closing except items owned by tenants.
9. All information contained in this brochure and all related material came from sources deemed reliable. It is the Buyer's responsibility to confirm that the details provided are accurate.
10. Possession: Possession will be given for all parcels at the time of closing.
11. There is no BUYER'S PREMIUM for on site bidders. There will be a 3% BUYER'S PREMIUM FOR ONLINE, SIMULCAST, PHONE, AND PROXY BIDDERS.

United Country Real Estate and Auction Services, LLC
BONDED – LICENSED BY THE OHIO DEPARTMENT OF AGRICULTURE



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: _____ Co. Rd 155 Cardington, Oh 43315 PN R42-001-00-153-00

Buyer(s): _____

Seller(s): _____ David Church and James Church Co-Trustees of the Richard A. Church Jr. Trust

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 principal 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) _____ Chip Carpenter and real estate brokerage _____ Real Estate and Auction Services 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 principal 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 principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal 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: attorney or to:



**Department
of Commerce**

Division of Real Estate
& Professional Licensing

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



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected United Country Real Estate and Auction Services to help you with your real estate needs. Whether you are selling, buying or leasing real estate, we can provide you with expertise and assistance. 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 United Country Real Estate and Auction Services can offer and our options for working with you.

Permissible Agency Relationships in Ohio:

Representing Sellers

Most sellers of real estate choose to list their property for sale or lease with a real estate brokerage. When sellers do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, United Country and Real Estate Services and the 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.

Representing Buyers

When purchasing or leasing 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 a buyer's agency. United Country Real Estate and Auction Services, and the buyer's agent that represents 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 who represents the seller also represents the buyer. This is referred to as dual agency. When United Country Real Estate and Auction Services and its agents become "dual agents," they must maintain a neutral position in the transaction. United Country Real Estate and Auction Services and the agent 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.

In the event that you refuse to consent to the dual agency or seek to terminate the agency relationship as a result of the proposed dual agency management may determine which agency relationship to terminate. You may request that a separate agent United Country Real Estate and Auction Services be appointed to represent your interests or you may terminate your agency relationship and seek representation from another brokerage, however, you may be obligated to pay a commission to us.

Different Agents Representing the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from United Country Real Estate and Auction Services this case the agents may each represent the best interest of their respective clients but, United Country Real Estate and Auction Services and its management level licensees will be considered dual agents. As a dual agent, and its management level licensees will maintain a neutral position and cannot advocate for the position of one client over another. We will also protect confidential information of both parties.

Sub-agency

United Country Real Estate and Auction Services does not act as a subagent nor allow other brokerages to act as a subagent for a seller. Sub-agency refers to when a brokerage, in this case United Country Real Estate and Auction Services, hires a separate and unaffiliated brokerage to work on the Client's behalf, as a "sub-agent" of United Country Real Estate and Auction Services. United Country Real Estate and Auction Services does not accept and will not offer Sub-agency

Cooperating With Other Brokerages

United Country Real Estate and Auction Services will cooperate with other brokerages on an equal and consistent basis. This means United Country Real Estate and Auction Services will make its listings available to other brokerages to show, provide information that is not confidential, and present all offers written by other brokerages in a timely and objective manner. A buyer's broker may be compensated by a seller through an United Country Real Estate and Auction Services offer of compensation, unless specifically requested otherwise by the seller, even though the buyer's broker represents the buyer's interests. Alternatively, a buyer's broker may be compensated directly by the buyer pursuant to an agreement between buyer and buyer's broker. We do reserve the right, in circumstances, to vary compensation offered through marketing services. United Country Real Estate and Auction Services will not offer compensation to nor cooperate with sub-agents.

Fair Housing Statement – Residential Transactions & Vacant Land

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, as amended, 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, 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.

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.

Ohio law requires that United Country Real Estate and Auction Services provide you this Consumer Guide and ask you to sign below, acknowledging receipt of this Consumer Guide. Your signature will not obligate you to work with our company if you do not choose to do so.

CONSUMER GUIDE TO AGENCY RELATIONSHIPS ACKNOWLEDGEMENT

Date

I have received from _____ of United Country Real Estate and Auction Services
Agent(s)

1

Name

Name

1

