



OHIO LAND SALES

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

OHIO LAND SALES LLC



We are pleased you have selected Ohio Land Sales LLC to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Ohio Land Sales LLC 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.

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.

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 also 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 between the

buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or 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 both parties.

Working With Ohio Land Sales LLC

Ohio Land Sales LLC does represent both buyers and sellers. When Ohio Land Sales LLC lists property for sale, all agents in the brokerage represent the seller. Likewise, when a buyer is represented by a Ohio Land Sales LLC agent, all of the agents represent that buyer. Therefore, when a buyer represented by a Ohio Land Sales LLC 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 Ohio Land Sales LLC agents, these agents and Ohio Land Sales LLC 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 Ohio Land Sales LLC has listed. In that instance, Ohio Land Sales LLC 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 Ohio Land Sales LLC does offer representation to both buyers and sellers. When Ohio Land Sales LLC lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. Ohio Land Sales LLC 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 Ohio Land Sales LLC 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 Freedom Land LLC will be representing your interests.

When acting as a buyer's agent, Ohio Land Sales LLC 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, 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.

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)
Beverly Hannahs dotloop verified 06/16/24 1:26 PM EDT LDJUR30K-AID-1N01

Signature Date

Name (Please Print)

Signature Date

**PLEASE BE CERTAIN TO COMPLETE BOTH THE RESIDENTIAL WORK SHEET AND LISTING CONTRACT
SHADED AREAS MUST BE COMPLETED**

**IF MLS IS TO PROCESS THIS EXCLUSIVE RIGHT TO SELL LISTING CONTRACT FOR YOU, PLEASE COPY
AND SEND OR FAX (614) 416-0258 THIS BROKERAGE COPY TO MLS. THANK YOU.**



**EXCLUSIVE RIGHT TO SELL LISTING CONTRACT
RESIDENTIAL**



Adopted by the Columbus & Central Ohio Regional Multiple Listing Service

1. **APPOINTMENT OF REALTOR®:** In consideration of Brokerage's efforts to find a Buyer for Seller's Property, Brokerage submitting this Listing Contract to the Columbus and Central Ohio Regional MLS (MLS) and the Brokerage's payment of all costs incurred by the Brokerage in connection therewith, Seller hereby grants to Ohio Land Sales, Brokerage, the exclusive right (contract) commencing 04/16/2024 through 10/16/2024, to sell or exchange the property known generally as 1305 Smith Road, Wingett Run, OH 45789 and more fully described on the above worksheet for the sum of \$120000 payable in cash at closing or for such other price or on such other terms and conditions to which Seller may consent in writing. Seller further agrees to delegate to listing agent the authority to appoint other licensees within the Brokerage to represent Seller's interest. If an appointment is made, Seller will be notified at the time of the appointment. Seller has the right to veto the appointment of any other licensee. The listing will be added to the MLS on the MLS Entry Date of 04/16/2024. Status will be either (select one): Active or Coming Soon. If added with a Coming Soon Status, the listing will update to an Active Status on _____. (This date must be no more than 30 days later than the MLS Entry Date.) No showings permitted while in Coming Soon status.

2. **REALTOR®'S FEE AND COMPENSATION POLICY:** Seller hereby agrees to pay Brokerage a fee of 6% of the selling price of the Property if during the period of this Listing Contract 1) Seller's property is sold or exchanged by anyone or 2) Brokerage produces a Buyer ready, willing and able to purchase the Property on the above terms and conditions. Seller hereby permits Brokerage to offer compensation and to compensate other Brokers as subagents (Yes) (No) or buyer Brokers (Yes) (No) from the fee paid.

3. **REALTOR®'S COOPERATION POLICY:** It is the policy of this company to cooperate with all other Brokerages unless believed NOT to be in the Seller's best interests. Such refusals to cooperate by the Brokerage must be included in the written disclosure of their Brokerage policy on agency relationships.

4. **AGENCY:** Seller acknowledges receipt of the Consumer Guide to Agency Relationships from the Broker or their agent, and that Seller has been informed that they may request the complete Agency Policy used by the Brokerage.

5. **PROTECTION PERIOD:** If a purchase agreement is signed before this Listing Contract expires, but the closing of the sale of the Property does not take place until after the original term or any extension of this Listing Contract, Seller's obligation to pay a fee as stated in this Listing Contract shall be extended to coincide with the closing date. In addition, such fee shall be paid if the Property is sold or exchanged within _____ days (Protection Period) after the expiration of this Listing Contract or any extension thereof to anyone with whom Brokerage has had negotiations prior to expiration, provided Seller has received notice in writing, including the names of the prospective Buyers, before or upon expiration of this listing contract or any extension thereof. However, Seller shall not be obligated to pay Brokerage such fee if Seller enters into a valid Listing Contract with another licensed real estate Brokerage during said Protection Period.

6. **SELLER'S COOPERATION:** Brokerage is authorized to place a "For Sale" sign on the Property and to remove all other "For Sale" signs and to actively market the Property. Brokerage and all Brokerages and salespersons authorized by Brokerage shall have access to the property at all reasonable times for the purpose of showing it. Seller acknowledges that photos and/or videos may be taken of the property.

7. **CONVEYANCE AND STATUS OF TITLE:** In the event of a sale or exchange, Seller hereby agrees to furnish satisfactory evidence of marketable title to the Property and to convey the Property by transferable and recordable warranty deed, with release of dower, if any, or fiduciary deed, as appropriate.

8. DISCLOSURES:

8.a If applicable, Seller agrees to provide Buyer with a completed Residential Property Disclosure Form as required by Ohio Revised Code §5302.30 unless excepted by law.

8.b. If applicable, seller agrees to provide the buyer with completed Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards required by 42 U.S.C. 4852d U.S.

8.c. If applicable, Seller, at Seller's expense, agrees to make a good faith effort to provide the most current available documents and information requested in the Columbus REALTORS® Condominium / HOA Checklist.

9. **MLS AUTHORITY:** Seller authorizes and directs Brokerage to advertise the listing, to list the property in the MLS subject to the Rules and Regulations of the MLS, to provide timely notice of status changes of the listing to the MLS, and to provide sales information including selling price to the MLS upon sale of the property. Brokerage is further authorized to place information about the Real Estate in any other informational service medium to advertise and promote the sale of the Real Estate. Seller gives consent to other MLS member Brokerages to include information regarding the Real Estate in their advertising according to State of Ohio regulations and MLS rules, through Internet web sites. The history of listings via the informational service medium currently in use is available to others. Neither the MLS nor the Brokerage has responsibility or liability for the dissemination of such information. Seller warrants this Listing Contract and worksheet, to the best of Seller's knowledge, to be correct and accurate.

**PLEASE BE CERTAIN TO COMPLETE BOTH THE RESIDENTIAL WORK SHEET AND LISTING CONTRACT
SHADED AREAS MUST BE COMPLETED**

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**EXCLUSIVE RIGHT TO SELL LISTING CONTRACT
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Adopted by the Columbus & Central Ohio Regional Multiple Listing Service

10. USE OF LOCKBOX: (Check one) Seller (authorizes) (does NOT authorize) utilization of a lockbox system. In this regard, Seller has been informed that through the use of a lockbox system the property may be more readily shown to prospective Buyers, but personal property of Seller may, therefore, be more susceptible to theft or damage. Seller agrees that the lockbox, if utilized, will be for the benefit of Seller and releases Brokerage and those working by or through Brokerage, and Brokerage(s) local Board(s)/Association(s) of REALTORS® from all liability and responsibility in connection with any loss that may occur. Brokerage advises and requests Seller to safeguard or remove any valuables now located on the property and verify the existence of, or obtain, proper personal property insurance. Should a tenant be in the property, Seller should notify the tenant in writing of the use of a lockbox.

11. Seller does does not authorize the listing agent and Brokerage to grant access to Seller's Property to licensed/certified appraisers, home inspectors, contractors and other professionals without a real estate licensee present for purposes related to the marketing or sale of their Property and/or a contract to purchase. If Seller consents above, Seller will be notified in advance when such authorized individuals will be entering their Property. Seller also understands and agrees that the Buyer may attend the appointment with the authorized individual(s). If Seller consents above, Seller agrees to hold the listing agent/Brokerage and the Buyer's agent/Brokerage harmless for any damages, including but not limited to real or personal property damages, loss, theft, or injury to others that may occur while such Individuals are at their Property.

12. ELECTRONIC SURVEILLANCE DEVICES: Seller does does not (check one) have surveillance equipment located on the property. Seller understands that under Ohio law the seller cannot use electronic, mechanical or any other device to listen, record or otherwise acquire the content of the oral communications of other persons without the consent of at least one party to the communication. **Seller agrees that if such surveillance device is present on the property that the seller will turn off any audio feature of the equipment when other persons are present on the property.** This applies to all showings, open houses, and any other appointments at which prospective purchasers, real estate licensees, inspectors, appraisers, contractors or others are on the property.

Seller is advised to consult with an attorney regarding the use of such surveillance devices under Ohio law. Seller also agrees to indemnify, defend and hold the listing brokerage and its affiliated licensees harmless from and against any and all claims, demands, actions, losses, damages or judgments arising out of the seller's use of surveillance devices.

13. FAIR HOUSING: 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 or 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.

14. FOREIGN SELLERS: Federal Regulations require that foreign Sellers MUST provide a U.S. Taxpayer identification number prior to closing. The application may take 4-6 weeks to process. Failure to have the I.D. Number may delay your closing. In addition, Sellers who are not U.S. citizens or permanent residents in possession of a valid "Green Card" may be subject to withholding of proceeds pursuant to the Foreign Investments in Real Property Tax Act ("FIRPTA"). If you are not a U.S. citizen or permanent resident of the United States, contact the IRS, a tax specialist, or your real estate attorney as soon as possible.

15. AMENDMENTS: This is a legal and binding contract on all parties hereto including their heirs, legal representatives, successors, and assigns. No amendment or alterations in the terms hereof shall be valid or binding unless made in writing and signed by the parties hereto. Further conditions: _____

16. SIGNATURE(S)/REMARKS:

Remarks
Oil and gas rights and anything pertaining too are reserved by the seller

Signature of Owner(s) { Beverly Hannahs
dotloop verified 04/16/24 12:26 PM EDT TX8V-7MHI-WXB3-8JNQ

Signed this 15 day of April 2024

Accepted Ohio Land Sales Brokerage
By Mack Tyler Haessly Salesperson
dotloop verified 04/16/24 11:34 AM EDT PFLH-3DXU-DUZW-MRCB

Address 33550 Wolf Hill Rd
City McArthur State Ohio Zip 45651
Telephone _____