



BERKSHIRE HATHAWAY
HomeServices
Kovack, REALTORS®

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected **BHHS Kovack, REALTORS®** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **BHHS Kovack, REALTORS®** can provide you with experience 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 agents can offer and their options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website www.com.state.oh.us.

Working With Buyers & Sellers

BHHS Kovack, REALTORS® does offer representation to both buyers and sellers. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client, but **BHHS Kovack, REALTORS®** and its managers will act as a dual agent. This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. However, **BHHS Kovack, REALTORS®** will still supervise both agents to assure that their clients are being fully represented.

While it is the policy of **BHHS Kovack, REALTORS®** to allow a buyer and seller in the same transaction to be represented by two agents in our brokerage, it does not permit one agent to represent both parties. Therefore, a listing agent working directly with a buyer will represent only the seller's interests. In this situation the agent will still be able to provide the buyer with non-confidential information, prepare and present offers at their direction and assist the buyer in the financing and closing process. However, the buyer will be a customer, representing their own interests. Because the listing agent has a duty of full disclosure to the seller, a buyer in this situation should not share any information with the listing agent that they would not want the seller to know. If a buyer wishes to be represented, another agent in **BHHS Kovack, REALTORS®** can be appointed to act as their agent or they can seek representation from another brokerage.

Working With Other Brokerages

BHHS Kovack, REALTORS® does offer representation to both buyers and sellers. When **BHHS Kovack, REALTORS®** lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. **BHHS Kovack, REALTORS®** 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 **BHHS Kovack, REALTORS®** 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 **BHHS Kovack, REALTORS®** will be representing your interests. When acting as a buyer's agent, **BHHS Kovack, REALTORS®** 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 the seller-paid fee.

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, acknowledging receipt of this Consumer Guide. Doing so will not obligate you to work with our company if you do not choose to do so.

Daniel Peckham
Name (Please Print)
Daniel Peckham 2/17/16
Signature Date

Brittany Peckham
Name (Please Print)
[Signature] 2/17/17
Signature Date





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: 620 Oak Street Medina Ohio

Buyer(s): Brittiany + Daniel Peckham

Seller(s): Real life Cleveland, LLC

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Tima Jaguros AGENT(S), and Berkshire Hathaway Kovack BROKERAGE.

The seller will be represented by Christopher Kaylor AGENT(S), and Realty Trust Services 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.

[Signature] 2/26/17
BUYER/TENANT DATE

Daniel J Peckham 2/26/17
BUYER/TENANT DATE

Realife Cleveland LLC 2-23-17
SELLER/LANDLORD DATE

[Signature] 2-23-17
SELLER/LANDLORD 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.

Property Address: 620 Oak Street ~~Medina, OH 44107~~
Medina, OH 44254

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

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

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

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

(i) ~~BP~~ 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) BP 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

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is cr 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.

<u>Realite Cleveland LLC</u>	<u>2-23-14</u>	<u>[Signature]</u>	<u>2-23-17</u>
Seller	Date	Seller	Date
<u>[Signature]</u>	<u>2/26/17</u>	<u>[Signature]</u>	<u>2/26/17</u>
Purchaser	Date	Purchaser	Date
<u>[Signature]</u>	<u>2-23-14</u>	<u>[Signature]</u>	<u>2/26/2017</u>
Agent	Date	Agent	Date