



AGENCY DISCLOSURE STATEMENT



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

Property Address: _____

Buyer(s): _____

Seller(s): _____

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____.

AGENT(S)

BROKERAGE

The seller will be represented by _____, and _____.

AGENT(S)

BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the 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, every agents _____ and _____ will be working for both the buyer and seller as "dual agents." 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:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

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

BUYER/TENANT DATE

SELLER/LANDLORD DATE

BUYER/TENANT DATE

SELLER/LANDLORD DATE

DUAL AGENCY

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

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

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

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the 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 an attorney or to:



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





**COLDWELL BANKER
REALTY**

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT (OH)

To: _____
 From: **Coldwell Banker Realty**
 Property: If this form is being provided to you as the seller then this form refers to the property being sold. If this form is being provided to you as a buyer or prospective buyer then this form refers to any property that you may consider purchasing with the assistance of Coldwell Banker Realty.
 Date: _____

This is to give you notice that **Coldwell Banker Realty**, a subsidiary of Realogy Holdings Corp., ("Broker") is part of the Realogy Brokerage Group LLC family of real estate brokerage companies and has a business relationship with the companies listed below in this Statement. Realogy Holdings Corp. owns 100% of Realogy Brokerage Group LLC, which owns 100% of Broker. Realogy Holdings Corp. also owns 100% of Title Resource Group LLC ("TRG") as well as each company listed below, except for (i) the mortgage lender, in which TRG Venture Partner LLC, each a subsidiary of Realogy Holdings Corp., has a 49.9% ownership interest (ii) the title insurance provider, in which TRG, has a 51% ownership interest and (iii) Ojo Labs, Inc. in which Realogy Services Group LLC, a subsidiary of Realogy Holdings Corp., has a 10.2% ownership interest. Realogy Holdings Corp. also owns the franchisors of the Better Homes & Gardens® Real Estate, Coldwell Banker®, Coldwell Banker Commercial®, Century 21®, ERA®, and Sotheby's International Realty® franchise systems. Because of these relationships, Broker's referral of business to any of the companies listed below may provide Broker, Realogy Holdings Corp., Realogy Brokerage Group LLC, the franchisors owned by Realogy Holdings Corp., and/or their employees, affiliates, or any other related parties noted herein a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition of the purchase or sale of your property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

COMPANIES	SETTLEMENT SERVICES	ESTIMATE OF CHARGES generally made by Provider
Guaranteed Rate Affinity, LLC Provides a full range of residential first mortgage loan products and services.	Loan origination charge Loan discount fee/points Application fee	\$1,290 0% - 5% of loan amount \$150 [except Kentucky is \$100, WV \$0]
Realogy Insurance Agency Provides insurance agency services for homeowner's insurance.	Homeowner's insurance premium	\$2.00 - \$6.00 per thousand dollars of replacement cost of dwelling
Residential Title Provides searches of public records that bring to your attention any known problems with the property's title before closing.	Search and Exam Fee	\$300 - \$350
Residential Title Provides insurance policies against loss due to certain title defects.	Owner's Policy of Title Insurances Lender's Policy of Title Insurance Title Endorsements Closing Protection Letters "CPL"	Variable charge depending on policy amount \$100,000 purchase price: \$735.00; \$250,000 purchase price: \$1472.50; \$500,000 purchase price: \$2497.50 Variable charge depending on loan amount: \$100,000 loan: \$510.00; \$250,000 loan: \$1035.00; \$500,000 loan: \$1772.50 \$75 - \$325 \$40 - \$60
Cartus Corporation Provides relocation, assignment management and cooperative real estate brokerage services to its corporate and government clients and its network of real estate brokerage companies.	Cooperative real estate brokerage commission	The Cartus referral commission varies, but is generally paid to Cartus (a licensed real estate broker) by a real estate broker as a percentage (typically, 37.5% -42.5%) of the real estate broker's commission on a transaction side, and may be shared by Cartus with other brokers.
Other Realogy Brokerage Group LLC Real Estate Brokerage Companies and Other Franchisees In certain markets other Realogy Brokerage Group LLC subsidiaries provide real estate brokerage services under [Coldwell Banker, Corcoran, CitiHabitats, Sotheby's International Realty, Climb Real Estate and ZipRealty] trade names. Also note that in other markets, franchisees of Realogy Holdings Corp. subsidiaries provide real estate brokerage services as franchisees of Better Homes & Gardens, Coldwell Banker, Coldwell Banker Commercial, Century 21, ERA and Sotheby's International Realty.	Real estate brokerage commission Cooperative real estate brokerage commission	3 - 10% of sales price of the property depending on multiple factors including type of property, transaction side, services, region and transaction structure. However, commissions vary per agreement with each customer and may be negotiated, in whole or in part, as fixed amounts, such as a fixed amount in lieu of all or part of a percentage, or an amount such as \$100 - \$1000 in addition to a percentage. In addition, referral commissions vary, but are generally paid by a real estate broker as a percentage (approximately 25% - 50%) of the real estate broker's commission on a transaction side.
Ojo Labs, Inc. Provides artificial intelligence technology to validate and incubate real estate leads, i.e. digital real estate assistant, and cooperative real estate brokerage services.	Cooperative real estate brokerage commission	The Ojo referral commission will be paid to Ojo (a licensed real estate broker) by a real estate broker as a percentage (in this case, 17.5%) of the real estate broker's commission on a transaction side.

In addition to the affiliated business relationships described above, Broker has business arrangements with American Home Shield Corporation ("AHS") and Home Partners of America ("HPA"). While Broker, Realogy Holdings Corp., and Realogy Brokerage Group LLC, including their subsidiaries and affiliates, do not have any ownership interests in AHS or HPA, they may receive fees from AHS or HPA in return for their performance of services.

ACKNOWLEDGMENT - I/we have read this disclosure form, and understand that Broker is referring me/us to purchase the above-described settlement service(s) and that Broker, Realogy Holdings Corp., Realogy Brokerage Group LLC, their employees and/or subsidiaries and affiliates may receive a financial or other benefit as the result of this referral.

Buyer's or Seller's Signature **Date**

Buyer's or Seller's Signature **Date**



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected Coldwell Banker Realty to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Coldwell Banker 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. On these pages is information that explains the various services Coldwell Banker Realty can offer and our options for working with you.

REPRESENTING SELLERS

Most sellers of real estate choose to list their home for sale 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, Coldwell Banker Realty 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. It is the policy of Coldwell Banker Realty to charge sellers a total commission consisting of \$325 plus seven (7) percent of the selling price of the property at the time of closing.

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. Coldwell Banker Realty 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.

As a buyer, you may also choose to represent yourself on properties Coldwell Banker Realty has listed. In that instance, Coldwell Banker 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.

It is the policy of Coldwell Banker Realty to charge buyers a total commission consisting of (1) \$325 paid by the buyers at closing and (2) the cooperative split (expressed as a percentage) from the listing broker. This commission will not be charged on government-funded VA real estate transactions.

CONTEMPORANEOUS OFFER DISCLOSURE

Ohio law permits real estate agents and brokers to represent more than one buyer at a time and to show each buyer the same properties. In some instances, more than one buyer represented by the same agent may want to make an offer to purchase the same property that will be considered by the seller at the same time. Under Ohio law, this is referred to as "contemporaneous offers".

If this occurs, Ohio law requires that you be notified in writing of this fact by your agent. This written notice can be communicated via email or text message. If written notification cannot be delivered to you in a timely manner, your agent can provide this notice to you verbally. If you are notified that a contemporaneous offer situation exists, you can request to be referred to another licensee.

Finally, your agent is not permitted to disclose the identity of the buyers or the terms of their offers to purchase. This information is considered confidential information under Ohio law and must be maintained by the agent/broker.

DUAL AGENCY

Occasionally the same agent who represents the seller also represents the buyer. This is referred to as dual agency. When Coldwell Banker Realty and its agents become "dual agents," they must maintain a neutral position in the transaction. Coldwell Banker Realty 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 Coldwell Banker Realty and its agents become dual agents, it is the policy of Coldwell Banker Realty to charge seller a total commission consisting of \$325 plus seven (7) percent of the selling price of the property and to charge buyers a total commission consisting of (1) \$325 paid by the buyers at closing and (2) the cooperative split (expressed as a percentage) from the listing broker. This commission will not be charged on government-funded VA real estate transactions. In the event that you do not consent to dual agency or seek to terminate the agency relationship as a result of the proposed dual agency, you may request that a separate agent of Coldwell Banker Realty be appointed to represent your interests or you may terminate your agency relationship and seek representation from another brokerage.

DIFFERENT COLDWELL BANKER REALTY AGENTS REPRESENTING THE BUYER AND SELLER

On occasion, the buyer and seller will each be represented by two different agents from Coldwell Banker Realty. In this case, the agents may each represent the best interest of their respective clients but Coldwell Banker Realty will be considered a dual agent. As a dual agent, Coldwell Banker Realty and its managers will maintain a neutral position and cannot advocate for the position of one client over another. Coldwell Banker Realty will also protect the confidential information of both parties.

SUBAGENCY

Coldwell Banker Realty does not act as a subagent nor allow other brokerages to act as a subagent for a seller.

COOPERATING WITH OTHER BROKERAGES

Coldwell Banker Realty will cooperate with other brokerages on an equal and consistent basis. This means Coldwell Banker Realty and its agents 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 Coldwell Banker Realty's offer of compensation 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. Coldwell Banker Realty does reserve the right, in some instances, to vary compensation it offers to other brokerages. Coldwell Banker Realty may accept compensation from listing brokers even though Coldwell Banker Realty represents the buyer. When representing a seller, Coldwell Banker Realty will offer compensation to buyer's brokers, unless specifically requested otherwise by a seller. Coldwell Banker Realty will not offer compensation to nor cooperate with subagents.

A SIGNED COPY OF THIS CONSUMER GUIDE TO AGENCY RELATIONSHIPS MUST BE RETAINED BY THE REALTOR.

Ohio law requires that Coldwell Banker Realty provide you this Consumer Guide and ask you to sign the form to 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.

Name (Please Print)

Signature

Date

Name (Please Print)

Signature

Date

Agent Name

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.

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.



Corporate Offices
9321 Montgomery Road
Cincinnati, Ohio 45242
coldwellbankerhomes.com

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**COLDWELL
BANKER
REALTY**

WIRE FRAUD CUSTOMER DISCLOSURE

Criminals/hackers are targeting email accounts of various parties involved in a real estate transaction (e.g., lawyers, title agents, mortgage brokers, real estate agents). Among other concerns, this has led to fraudulent wiring instructions being used to divert funds to the criminal's bank account. These emails may look like legitimate emails from the proper party. **Broker strongly recommends that you, your lawyers and others working on a transaction, should refrain from placing any sensitive personal and financial information in an email, directly or through an email attachment. When you need to share Social Security numbers, bank accounts, credit card numbers, wiring instructions or similar sensitive information, we strongly recommend using more secure means, such as providing the information in person, over the phone, or through secure mail or package services, whenever possible. In addition, before you wire any funds to any party (including your lawyer, title agent, mortgage broker, or real estate agent) personally call them to confirm it is legitimate (i.e., confirm the ABA routing number or SWIFT code and credit account number).** You should call them at a number that you obtain on your own (e.g., the sales contract, their website, etc.) and **not** use the phone number in the email in order to be sure that you are contacting a legitimate party.

Client Name Printed	
Client Signature	Date

Client Name Printed	
Client Signature	Date

REV12.2020

For Your Protection: Get a Home Inspection

Name of Buyer (s) _____

Property Address

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- evaluate the physical condition: structure, construction, and mechanical systems
- identify items that need to be repaired or replaced
- estimate the remaining useful life of the major systems, equipment, structure, and finishes

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required for three reasons:

- to estimate the market value of a house
- to make sure that the house meets FHA minimum property standards/requirements
- to make sure that the house is marketable

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the National Radon Information Line at 1-800-SOS-Radon (1-800-644-6999). As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

I/we understand the importance of getting an independent home inspection. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read this notice and fully understand that FHA will not perform a home inspection nor guarantee the price or condition of the property.

I/We choose to have a home inspection performed.

I/We choose not to have a home inspection performed.

X X
Signature & Date Signature & Date

