



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

Craig A. Miley Realty & Auction

We are pleased you have selected Craig A. Miley Realty & Auction to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Craig A. Miley Realty & Auction 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 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.

Representing Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and, account for any money they handle in the transaction.

Dual Agency

Occasionally the same agent and brokerage who represents the seller also represents 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 confidential information of both parties.

Working With Craig A. Miley Realty & Auction

Craig A. Miley Realty & Auction 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 Craig A. Miley Realty & Auction 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, Craig A. Miley Realty & Auction will still supervise both agents to assure that their clients are being fully represented.

While it is the policy of Craig A. Miley Realty & Auction 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 Craig A. Miley Realty & Auction can be appointed to act as their agent or they can seek representation from another brokerage.

Working With Other Brokerages

Craig A. Miley Realty & Auction does offer representation to both buyers and sellers. When Craig A. Miley Realty & Auction lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. Craig A. Miley Realty & Auction 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 Craig A. Miley Realty & Auction 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 Craig A. Miley Realty & Auction will be representing your interests.

When acting as a buyer's agent, Craig A. Miley Realty & Auction also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

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.

Name (Please Print)

Name (Please Print)

Signature

Date

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: Crawford County Parcel #33-0009952.000 containing 17.46 acres more or less

Buyer(s): _____

Seller(s): Judith A. Berger

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) Craig A Miley and real estate brokerage Craig A Miley Realty & Auction 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:

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



CRAIG A. MILEY REALTY & AUCTION
419-468-4602

REAL ESTATE AUCTION SALES AGREEMENT

This Agreement is made at Bucyrus, Ohio, this 18th day of May, 2024 wherein the undersigned Buyer agrees to buy and the undersigned Seller agrees to sell, upon terms hereinafter set forth, the following described real estate: **17.46 acres more or less of bare land being Crawford County Parcel #33-0009952.000. This contract is for bare ground only, any items referring to chattels shall not apply. Gas, oil and mineral rights shall be transferred to the buyer. This parcel is cash rented for the 2024 Crop Year. The new buyer will receive 100% of the \$250.00 per tillable acre cash rent due from the tenant farmer at the end of the year. Seller has provided a Certificate of Title for the Buyers review, no items on that shall be deemed a defect in the title.**

(address and legal description). The property shall include the land, all appurtenant rights, privileges and easements, and all building, improvements and fixtures, in their present condition, including but not limited to such of the following as are now on the real estate: ~~Electrical, heating, plumbing, kitchen and bathroom fixtures, window and door shades, awnings, screens, storm sash and doors, shutters, curtain and drapery rods, TV antenna, secured flooring materials, landscaping, garage door opener and controls, attached fireplace equipment, smoke alarms, security systems and controls (unless leased);~~ other attached items and **NA.**

1. **PRICE.** Buyer agrees to pay for the property the sum of _____ Dollars **PER**
ACRE TIMES 17.46 ACRES (\$ _____ **), payable in cash at closing, (10%) earnest money and the**
balance at closing. **THE FINAL PRICE SHALL BE** _____

2. **WARRANTIES.** Buyer acknowledges that an inspection was made of the Property or the Buyer has had an adequate opportunity to inspect and is familiar therewith to the extent desired, and with the availability of all necessary utilities and access. **Buyer acknowledges that the seller makes no representations or warranties, either express or implied, as to the condition, quality or serviceability of the real estate and personal property, if any, for fitness for any particular purpose. Buyer acknowledges that by entering into this Agreement Buyer is agreeing to accept the real estate and personal property, if any, in an "AS IS" condition.**

3. **SURVEY.** Seller shall be responsible for the expense of a survey of the property only if such survey is required by the County Engineer as a pre-condition to the recording of the deed.

4. **DEED.** Seller shall deliver to Buyer a record able **General Warranty** deed with release of dower rights and transferable legal description, conveying marketable title, free and clear of all encumbrances excepting and subject to all legal highways, applicable zoning ordinances, restrictions and easements of record, rights of tenants in possession, and mortgages or other liens assumed by Buyer as part of the purchase price. If Seller's title is found to be defective and such defect cannot be remedied within 60 days after written notice of defect, then at the option of the Buyer, all funds and documents shall be returned to parties depositing them, and this contract shall be null and void as between Seller and Buyer, except that any Broker's right to commission shall not be affected thereby.

5. **TITLE EVIDENCE.** **Buyer** will furnish the following title evidence at his/her/their expense prior to closing, if required by his/her/their lender: **Certificate of Title for benefit of Buyer's Mortgage.**

6. **TAXES.** Real estate taxes, assessments and rents, if any, will be prorated to the date of closing. The last available tax duplicate will be used in the pro-ration.

7. **EARNEST DEPOSIT.** \$ _____ earnest money herein received by same to be held in trust by Craig A. Miley Realty & Auction and applied to the purchase price on closing of transaction. If Buyer fails to complete the purchase as agreed, all earnest money shall be forfeited to Seller without prejudice to any rights Seller may have to sue for specific performance or pursue any other legal remedy available to Seller under law.

8. **DAMAGE TO BUILDINGS.** Seller will carry fire insurance coverage until closing. If the property is substantially damaged before closing, Buyer may choose to either (A) receive the insurance proceeds occasioned by the damage and complete this contract or (B) terminate this contract.

9. **CONDITION OF PROPERTY.** Buyer has examined the real property and any personal property and except as herein provided, is purchasing it in its present condition as of the signing of this agreement. Buyer is acting in reliance solely upon his own examination of the property and, if available, upon the Property Information Checklist prepared by Seller.

____ Buyer's initials indicate receipt of the Property Information Checklist.

10. **PROPERTY INSPECTION.** The following tests and inspections have been done on these premises: **NO INSPECTIONS HAVE BEEN DONE ON THIS PROPERTY.** Property is being sold in "AS IS" Condition.

11. **INDEMNITY.** Seller and Buyer recognize that the Broker involved in the sale is relying on all information provided herein or supplied by Seller or his sources in connection with the real estate, and agree to indemnify and hold harmless the Broker, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any misrepresentation or concealment of facts by Seller or his sources.

12. **LEAD-BASED PAINT.** ~~This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards[†] at the purchaser's expense until 9:00 P.M. on the tenth calendar day after ratification acceptance of contract. This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option within 3 days after Delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter offer, the Purchaser shall have 3 days to respond to the counter offer or remove this contingency and take the property in "as is" condition or this contract shall become void. The Purchaser may remove this contingency at any time without cause.[†] **Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.**~~

13. **CLOSING.** The closing shall take place on or before the 2nd day of **July, 2024**. Possession shall be delivered to Buyer on or before **Tenant farmer has all rights to the 2024 Crop Year**. Any extension of possession and or occupancy of premises by Seller after above date shall require prior agreement in writing by all parties hereto. Seller shall pay all utilities to date of possession.

14. **PAY OFF LIENS.** The closing agent or lender may pay off any encumbrance or lien on the property from the sales funds but is not obligated to guarantee the status of the title to these parties.

15. **MULTIPLE LISTING SERVICE.** Seller and Buyer authorize Broker to disclose this sales information to the Multiple Listing Service and to any multiple listing service to which the Broker is a member and further authorize Multiple Listing Service to report this sales information to their Multiple Listing Service participants, affiliates, and to those governmental agencies authorized to receive Multiple Listing Service information.

16. **TERMS.** All terms and provisions of this contract shall survive the closing and delivery of deed. It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, 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.

17. **ACCEPTANCE.** This offer is open for acceptance through and including **12 o'clock Midnight on May 18, 2024** and upon such acceptance, it shall become binding upon and accrue to the benefit of the Buyer and the Seller and their respective heirs, executors and administrators and assigns. It is understood that the within contract contains all the terms and conditions agreed upon between the parties and there are no outside conditions, representations, warranties or agreements. Each party hereby acknowledges receipt of a copy of this contract. This contract shall be governed by the laws of the State of Ohio. Any amendment or modification hereof must be in writing and signed by the parties.

18. OTHER TERMS.

BY THE SIGNING OF THIS CONTRACT, I ACKNOWLEDGE THAT I HAVE READ AND RECEIVED A COPY OF THIS CONTRACT AND UNDERSTAND IT.

Date: _____ Date: _____

Buyer: _____ Buyer: _____

Address: _____ Address: _____

Telephone: _____ Telephone: _____

Witness: _____ Witness: _____

RECEIPT OF BROKER

Date: May 18, 2024

Galion, Ohio

Broker hereby acknowledges receipt of \$ _____ which shall be held, deposited and disbursed pursuant to Item 2, above.

CRAIG A. MILEY REALTY & AUCTION

BY: _____

ACTION OF SELLER: The undersigned Seller has read and fully understands the foregoing offer and hereby (X) accepts said offer and agrees to convey the real property according to the above terms and conditions, () rejects said offer, or () counteroffers according to the above modifications initialed by Seller which counteroffer shall become null and void if not accepted in writing on or before 12 o'clock Midnight. on _____, 20_____. In the event of acceptance, Seller further agrees to pay the listing Broker and selling Broker, if any, a commission of PER CONTRACT% to Craig A. Miley Realty & Auction in accordance with the listing agreement and the listing Broker's agreement with the selling Broker.

Date: _____ Date: _____

Seller: _____ Seller: _____

Judith A. Berger

Address: _____ Address: _____

Telephone: _____ Telephone: _____

Witness: _____ Witness: _____