



Tuesday, October 25th @ 11:30am

Auction held off-site at:

Hampton Inn & Suites

7043 Miller Lane, Dayton, Ohio

(Lot 7 of Multi-Property Auction)

421 Madison Street, Russells Point, Ohio 43348

Seller Financing available to Qualified Buyer! Contact Auctioneer for Details

**Internet
Bidding
Available**



Description: 2,555 SF free-standing block and glass building constructed in 1997 as a Burger King store. Subject covers 4 parcels with improvements situated on 11,750 square feet plus 25,000+/- SF of paved parking and drive-through. Subject is located in the Logan County Resort Town of Russells Point, Ohio on Indian Lake.

Tax Appraised @ \$494,470

NOTE: A portion of the furniture fixtures and equipment will be made separately available for \$5,000. List of included inventory available upon request.

Inspection: Restaurant is open for business. Go in, have a Whopper and a Coke and look around. Behind the counter tours by appointment only. Contact auctioneer to schedule

Logan County PID's: 52-032-10-08-003-001; 52-032-10-08-004-002; 52-032-10-08-006-000; 52-032-10-08-007-001 **Annual Taxes:** \$8,686.76

Terms: Sells subject to confirmation by very motivated sellers. As-Is; No contingencies for financing or inspection; 10% Buyer premium in effect; Short tax proration; Buyer pays all closing costs; Warranty deed at closing with no liens or encumbrances. Possession at closing.

Deposit and Closing: Successful bidder will be required to deposit 10% of the total contract price by cash or check with proper ID PAYABLE to M & M Title Company which will be your non-refundable deposit if you are the successful bidder. Close on or before November 18, 2016.

Realtor Participation: Commission available to Ohio Licensee representing a successful bidder who closes on transaction. To collect a commission, Realtor's must: 1) Register your bidder no less than 24 hours prior to auction; 2) Accompany your client to the scheduled Inspection; 3) Accompany your client to the auction; 4) Guide buyer to closing. **NOTE:** If bidding online, you must register your client with auctioneer prior to client's online registration.

Steve Smith – Auctioneer; (937)441-3627; stevesmithauctioneer@gmail.com

www.OhioRealEstateAuctions.com

Disclaimer: Information contained herein was obtained from sources deemed reliable. However, neither Ohio Real Estate Auctions, LLC, Auctioneers, nor their agents will be responsible for any errors or omissions regarding information provided by same. Announcements made at the auction will take precedence over written material or any other statements made prior to the auction. Buyers should carefully verify all information and make their own decision as to the accuracy thereof before relying on same.



Michael E Yoder

Logan County Auditor

Parcel #: 52-032-10-08-003-001
Owner: FUN RESORTS PLL
Location: 421 MADISON ST
Legal: 0004 490 491

Summary Tax Transfer History Payments Values Utilities Land Building Dwelling Other Improvement Sketch

Property

Tax District: 52-WASH RUSS PT CORP
School District: INDIAN LAKE S D
Class: 435-DRIVE-IN RESTAURANT
Subdivision:
CD Year: **Map #:** 03210 **Routing #:** 8003
Ag Year: **Ag District:**

Deed

Acres: 0.000
Volume: **Page:**
Sold: **Sales Amount:**

Value

	Appraised	Assessed
Land:	79,900	27,970
Improvement:	315,710	110,500
Total:	395,610	138,470
CAUV:	0	0
Homestead: N		
Owner-Occupancy Credit: N	0	0

Owner

Name: FUN RESORTS PLL
Address: P O BOX 305
 MARYSVILLE OH 43040 USA

Taxpayer

Name: FUN RESORTS P
Address: P O BOX 305
 MARYSVILLE OH 43040 USA

Charge

	Prior	1st Half	2nd Half	Total
Tax:	0.00	3,644.03	3,644.03	7,288.06
Special:	0.00	0.00	0.00	0.00
Total:	0.00	3,644.03	3,644.03	7,288.06
Paid:	0.00	3,644.03	3,644.03	7,288.06
Due:	0.00	0.00	0.00	0.00
Escrow:				0.00

Photo



Last Updated: 9/5/2016 6:49:00 PM



Michael E Yoder

Logan County Auditor

Parcel #: 52-032-10-08-003-001
Owner: FUN RESORTS PLL
Location: 421 MADISON ST
Legal: 0004 490 491

[Summary](#)
[Tax](#)
[Transfer History](#)
[Payments](#)
[Values](#)
[Utilities](#)
[Land](#)
[Building](#)
[Dwelling](#)
[Other Improvement](#)
[Sketch](#)

Tax	Prior	First Half	Second Half
Gross	0.00	5,151.08	5,151.08
Credit	0.00	(1,507.05)	(1,507.05)
Non-Business Credit	0.00	0.00	0.00
Homestead	0.00	0.00	0.00
Owner-Occupancy Credit	0.00	0.00	0.00
Tax & SA Penalties	0.00	0.00	0.00
Tax & SA Interest	0.00	0.00	0.00
Due	0.00	3,644.03	3,644.03
Unpaid	0.00	0.00	0.00
Collected	0.00	(3,644.03)	(3,644.03)
Refunded	0.00	0.00	0.00
Balance	0.00	0.00	0.00

Last Updated: 9/5/2016 6:49:00 PM



Michael E Yoder

Logan County Auditor

Parcel #: 52-032-10-08-003-001
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[Summary](#)
[Tax](#)
[Transfer History](#)
[Payments](#)
[Values](#)
[Utilities](#)
[Land](#)
[Building](#)
[Dwelling](#)
[Other Improvement](#)
[Sketch](#)

Value History

Tax Year	Land	Improvement	Total
2015	79,900	315,710	395,610
2014	79,900	315,710	395,610
2013	79,900	315,710	395,610
2012	82,250	316,400	398,650
2011	82,250	316,400	398,650
2010	82,250	316,400	398,650
2009	82,250	316,400	398,650
2008	82,250	316,400	398,650
2007	82,300	316,400	398,700
2006	67,600	315,700	383,300

Last Updated: 9/5/2016 6:49:00 PM

Logan County, Ohio

Parcel: 52-032-10-08-003-001

SUMMARY

Owner	FUN RESORTS PLL P O BOX 305 MARYSVILLE OH 43040 USA	Taxpayer	FUN RESORTS P P O BOX 305 MARYSVILLE OH 43040 USA
Tax District	52-WASH RUSS PT CORP	Class	435-DRIVE-IN RESTAURANT
School District	INDIAN LAKE S D	Subdivision	
Location	421 MADISON ST	Legal	0004 490 491
CD Year		Map # / Routing #	03210 / 8003
Ag Year		Ag District	Acres
Sales Amount		Volume	Sold
			Page

CHARGE

	Prior	1st Half	2nd Half	Total
Tax	0.00	3,644.03	3,644.03	7,288.06
Special	0.00	0.00	0.00	0.00
Total	0.00	3,644.03	3,644.03	7,288.06
Paid	0.00	3,644.03	3,644.03	7,288.06
Due	0.00	0.00	0.00	0.00
Escrow				0.00

VALUE

	Appraised	Assessed
Land	79,900	27,970
Improvement	315,710	110,500
Total	395,610	138,470
CAUV	0	0
Homestead	N	
OOC	N	0

LAND

Type	Dimensions	Description	Value
S1-PRIMARY SITE	11,750.000	Square Footage	79,900

BUILDING

Card	Year Built	Year Remod	Condition	Gross Area	Value
1	1997		AVERAGE	2,555	294,460

OTHER IMPROVEMENT

Card	Description	Yr Blt	Yr Rem	Size	Condition	Value
1	83-BT Paving	1997		25,000	AVERAGE	21,250

UTILITIES

Water	Y	Sewer	Y	Electric	Y	Gas	Y	Well	N	Septic	N
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SKETCH

Card 1

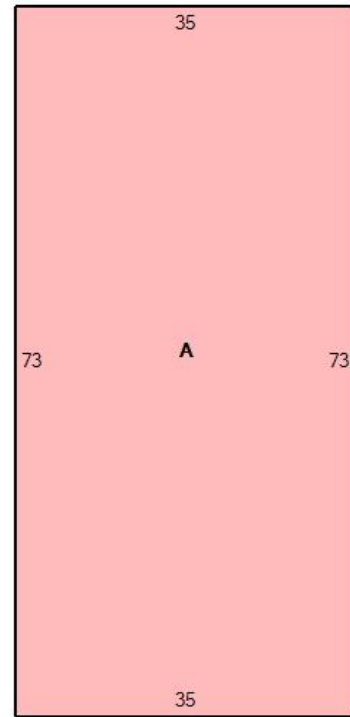
Name

A 1SCB&GL/S

Description

Size

0



Logan County, Ohio

Parcel: 52-032-10-08-004-002

SUMMARY

Owner	FUN RESORTS PLL P O BOX 305 MARYSVILLE OH 43040 USA	Taxpayer	FUN RESORTS P P O BOX 305 MARYSVILLE OH 43040 USA
Tax District	52-WASH RUSS PT CORP	Class	435-DRIVE-IN RESTAURANT
School District	INDIAN LAKE S D	Subdivision	
Location	MADISON ST	Legal	0004 492 PT
CD Year		Map # / Routing #	03210 / 8004
Ag Year		Ag District	Acres
Sales Amount		Volume	Sold
			Page

CHARGE

	Prior	1st Half	2nd Half	Total
Tax	0.00	174.74	174.74	349.48
Special	0.00	0.00	0.00	0.00
Total	0.00	174.74	174.74	349.48
Paid	0.00	174.74	174.74	349.48
Due	0.00	0.00	0.00	0.00
Escrow				0.00

VALUE

	Appraised	Assessed
Land	18,960	6,640
Improvement	0	0
Total	18,960	6,640
CAUV	0	0
Homestead	N	
OOC	N	0

LAND

Type	Dimensions	Description	Value
S1-PRIMARY SITE	2,788.000	Square Footage	18,960

UTILITIES

Water	Y	Sewer	Y	Electric	Y	Gas	Y	Well	N	Septic	N
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Logan County, Ohio

Parcel: 52-032-10-08-006-000

SUMMARY

Owner	FUN RESORTS PLL P O BOX 305 MARYSVILLE OH 43040 USA	Taxpayer	FUN RESORTS P P O BOX 305 MARYSVILLE OH 43040 USA
Tax District	52-WASH RUSS PT CORP	Class	435-DRIVE-IN RESTAURANT
School District	INDIAN LAKE S D	Subdivision	
Location	MADISON AVE	Legal	0004 493
CD Year		Map # / Routing #	03210 / 8006
Ag Year		Ag District	Acres
Sales Amount		Volume	Sold
			Page

CHARGE

	Prior	1st Half	2nd Half	Total
Tax	0.00	422.90	422.90	845.80
Special	0.00	0.00	0.00	0.00
Total	0.00	422.90	422.90	845.80
Paid	0.00	422.90	422.90	845.80
Due	0.00	0.00	0.00	0.00
Escrow				0.00

VALUE

	Appraised	Assessed
Land	45,900	16,070
Improvement	0	0
Total	45,900	16,070
CAUV	0	0
Homestead	N	
OOC	N	0

LAND

Type	Dimensions	Description	Value
S1-PRIMARY SITE	6,750.000	Square Footage	45,900

UTILITIES

Water	Y	Sewer	Y	Electric	Y	Gas	Y	Well	N	Septic	N
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Logan County, Ohio

Parcel: 52-032-10-08-007-001

SUMMARY

Owner	FUN RESORTS PLL P O BOX 305 MARYSVILLE OH 43040 USA	Taxpayer	FUN RESORTS P P O BOX 305 MARYSVILLE OH 43040 USA
Tax District	52-WASH RUSS PT CORP	Class	435-DRIVE-IN RESTAURANT
School District	INDIAN LAKE S D	Subdivision	
Location	MADISON ST	Legal	0004 494
CD Year		Map # / Routing #	03210 / 8007
Ag Year		Ag District	Acres
Sales Amount		Volume	Sold
			Page

CHARGE

	Prior	1st Half	2nd Half	Total
Tax	0.00	313.16	313.16	626.32
Special	0.00	0.00	0.00	0.00
Total	0.00	313.16	313.16	626.32
Paid	0.00	313.16	313.16	626.32
Due	0.00	0.00	0.00	0.00
Escrow				0.00

VALUE

	Appraised	Assessed
Land	34,000	11,900
Improvement	0	0
Total	34,000	11,900
CAUV	0	0
Homestead	N	
OOC	N	0

LAND

Type	Dimensions	Description	Value
S1-PRIMARY SITE	5,000.000	Square Footage	34,000

UTILITIES

Water	Y	Sewer	Y	Electric	Y	Gas	Y	Well	N	Septic	N
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Ohio Real Estate Auctions, LLC
CONTRACT TO PURCHASE AT PUBLIC AUCTION

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

DATE: **October 25, 2016**

1. **PROPERTY DESCRIPTION:** The undersigned Purchaser agrees to purchase from the undersigned Owner (Seller) through *Ohio Real Estate Auctions, LLC*, (Broker), the following described real estate in Montgomery County, OH and more commonly known as:

421 Madison St., Russells Point, Ohio 43348;

Logan County PID's: 52-032-10-08-003-001; 52-032-10-08-004-002; 52-032-10-08-006-000; 52-032-10-08-007-001

2. **PRICE AND DEPOSIT:** Purchaser agrees to pay the **High Bid Amount of \$ _____** plus a **10% Buyer Premium of \$ _____** for a **Total Contract Price of \$ _____** for the subject Real Estate. A **Non-Refundable Down Payment of \$ _____ (10% of Total Contract Price)** is to be paid to & deposited by Escrow Agent upon acceptance and applied toward the Total Contract Price at closing. In the event this transaction does not close for any reason other than non-marketable title or as otherwise agreed by ALL parties, Purchaser agrees that the Down Payment shall be disbursed by Escrow Agent as provided for in paragraph 5 below, **UNLESS** Escrow Agent & Broker are previously notified in writing by purchaser 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 Total Contract Price shall be paid in the form required by Escrow Agent on or before **18 November 2016**. The closing date shall be automatically extended up to 30 days if Auctioneer deems necessary without penalty to the Seller.
4. Transaction will close through: **M&M Title Co; 7925 Paragon Road, Dayton, Oh. 45459; (937)434-7366; Tyna Brown; tbrown@mmtitle.com**
5. **OBTAINING FINANCING:** This purchase is not contingent upon the Purchaser obtaining financing. There are no buyer contingencies.
6. **BINDING OBLIGATION:** Purchaser is **buying the property As-Is, Where-Is and Without Recourse**. If Purchaser fails to close for any reason whatsoever, except a non-marketable title, Purchaser voluntarily agrees to forfeit entire down payment and may be held liable to Seller for any deficiency, plus court costs and reasonable legal fees, resulting from any subsequent resale of the property. Time is of the essence and this is an irrevocable offer to purchase, with no contingencies. In the event Purchaser fails to perform according to the terms of this contract, the down payment shall be forfeited as partial liquidated damages, and not as a penalty, without affecting any of Seller's further remedies. Either party may demand specific performance of this agreement.
7. **OWNER'S CERTIFICATION:** Seller(s) certifies to Purchaser that, to the best of Seller's knowledge: (A) there are no undisclosed latent defects; (B) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except _____; (C) there are no City, County or State orders that have been served upon Seller(s) requiring work to be done or improvements to be made which have not been performed, except _____.
- Inspections regarding habitability and use of the Real Estate shall be the responsibility of the Purchaser. All Inspections must be completed prior to Auction. **PURCHASER IS RELYING SOLELY UPON HIS EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE AUCTIONEERS/BROKER INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.**
8. **INDEMNITY:** Seller and Purchaser recognize that the AUCTIONEERS/BROKER are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the Auctioneers/Broker, 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 his/her agents.
9. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by **General Warranty** deed with release of dower right, if any, AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and State Law. Title shall be free and unencumbered as of Closing, except restrictions and easements of record and except the following assessments (certified or otherwise): **of record**.

10. **CONDITION OF IMPROVEMENTS:** The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that on possession, 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 Closing, the real Estate shall not be repaired or restored by and at the Sellers expense, to a condition as good as it was prior to the damage or destruction, then Purchaser, at his option, may terminate this contract by written notice to Seller and the Down Payment Shall be returned to Purchaser. While this contract is pending, Sellers shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Purchaser. In addition, the Purchaser also has an insurable interest in the property from date of this contract. Purchaser is hereby notified that insurance should be placed upon the property immediately to protect Purchasers' interest.
11. **DISCLOSURE:** Buyer Seller - is a licensed Real Estate Broker or Sales Person.
12. **POSSESSION:** Possession shall be given at closing subject to Tenants' Rights, with deed. (Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities.) No work can be done on the property by the Purchaser until possession is given.
13. **AGENCY DISCLOSURE STATEMENT:** Purchaser acknowledges having reviewed and signed the Agency Disclosure Statement.
14. **SOLE CONTRACT:** The parties agree that this offer constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this offer shall be made in writing, signed by all parties, and copies shall be attached to all copies of the original offer. This offer shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.
15. **TERMS:** The property sells absolutely to the highest bidder on Auction Day subject to no minimum and no reserve.
16. **\$ _____ (10% of Total Contract Price)** must be deposited by successful bidder upon Seller Confirmation as down payment by Cash or Check (presented with positive I.D). This non-refundable down payment will be applied to the Total Purchase Price at closing and will be held in trust by M & M Title Company as escrow agent.
17. **BUYER'S PREMIUM:** A 10% Buyer Premium will be added to the high bid amount to determine the Total Contract Price to be paid by Purchaser.
18. **TAXES:** Real Estate taxes will be prorated using the Short Proration Method. In this formula, Buyer will assume accrued taxes for a 6 month period of time in which the Seller owned the property.
19. This property is being sold at Public Auction, without recourse. Personal on-site inspection/s of the property or properties is strongly recommended. The property will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues. Information presented online and in all other marketing materials was obtained via sources deemed reliable. However, neither Ohio Real Estate Auctions, 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. Purchasers should carefully verify all items and make their own decision as to the accuracy thereof before relying on same. Except in the case of an absolute auction, Auction Firm reserves the right to bid on behalf of the sellers. Auctioneer reserves the right to bid on behalf of himself at any auction. The Seller and Auctioneers/Broker reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
20. Auctioneers/Broker hereby acknowledge that they represent the Seller. An Agency Disclosure Statement must be signed by the Purchaser.
21. Purchaser shall be responsible for all transfer taxes, recording fees, title search, and deed preparation. Seller is responsible for real estate tax prorata, mortgage releases and guarantees to convey a good and marketable title. The Purchaser, Seller, split 50/50, is responsible for survey cost, if a survey is required for a transfer. ***Purchaser is responsible for all other costs associated with closing.**
22. By bidding, Purchaser agrees to waive their right to rescind this Contract to Purchase.
23. Real Estate is sold through Ohio Real Estate Auctions, LLC.
24. **OTHER:**

25. **EXPIRATION AND APPROVAL:** Accepted

27. **MAKE DEED TO:** (print) _____

Purchaser has read, fully understands and approves the foregoing Contract To Purchase and acknowledges receipt of a signed copy.

Print

Sign

Date

PURCHASER: _____

PURCHASER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

28. **ACTION BY OWNER:** The undersigned Seller has read and fully understands the foregoing offer 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(s). Counteroffer shall become null and void if not accepted in writing on or before _____ o'clock A.M. P.M. EASTERN STANDARD TIME on _____, 20____. Seller acknowledges that Agency Disclosure Statement has been signed.

29. **SELLING FEES AND EXPENSES:** Seller is to pay an auction selling fee and reimburse agreed expenses as per the Auction Contract.

Print

Sign

Date

SELLER: Fun Resorts, PLL

SELLER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

30. **DEPOSIT RECEIPT:** DATE: October 25, 2016 **Ohio Real Estate Auctions, LLC** hereby acknowledges receipt of: \$ _____

Cash Cashier's Check# _____ Check # _____

Bank Name _____

made payable to **M & M Title Company** as down payment in accordance with the terms herein provided.

31. **BUYER BROKER COMPENSATION:** Co-Op Brokerage Name: _____

_____ \$ _____ X 2% \$ _____

CO-OP AGENT NAME

OPENING BID

CO-OP AGENT SIGNATURE

PLUS \$ _____ X 1% \$ _____ = \$ _____

BID ADVANCE

AGENT PHONE _____ AGENT EMAIL _____





Irrevocable Letter of Instruction Re: Down Payment

I have agreed to purchase the real estate located at:

421 Madison St., Russells Point, Ohio 43348

under the terms and conditions of the attached Contract to Purchase at Public Auction dated: **25 October 2016**

As part of this transaction I have made a down payment of money to **M & M Title Company** who will hold the money in Trust as Escrow Agent until closing.

I understand the funds I have provided **M & M Title Company** are to be applied to the Total Contract Price. However, in the event I do not close on this property on or before **18 November 2016 at 5:00pm**, I irrevocably instruct **M & M Title Company** to disburse my down payment as required under paragraph 2 of the contract. **UNLESS** Escrow Agent & Broker are previously notified in writing by Purchaser that litigation has been filed with a Court of Competent Jurisdiction (a copy of the filing must be attached).

Paragraph 2 states:

PRICE AND DEPOSIT: Purchaser agrees to pay the amount of the **High Bid** of \$ _____ plus the **10% Buyer Premium** of \$ _____ for a **Total Contract Price** of \$ _____ for the Subject Real Estate. **A Non-Refundable Down Payment** of \$ _____ (**10% of Total Contract Price**) is to be paid to & deposited by Escrow Agent upon acceptance and applied toward the Total Contract Price at closing. In the event this transaction does not close for any reason other than non-marketable title or as otherwise agreed by ALL parties, Purchaser agrees that the down payment shall be disbursed by Escrow Agent as provided for in paragraph 5 below, **UNLESS** Escrow Agent & Broker are previously notified in writing by Purchaser that litigation has been filed with a Court of Competent Jurisdiction (a copy of the filing must be attached).

Pursuant to paragraph 2, upon written instruction from the Broker and the authority granted in this Irrevocable Letter of Instruction, I authorize and direct **M & M Title Company** to follow the instructions of the Broker as to the distribution of my down payment.

Further, I agree to hold Broker & **M & M Title Company** harmless for any such disbursements to any individuals or entities.

I have reviewed the Contract to Purchase at Public Auction dated **25 October 2016** and this Irrevocable Letter of Instruction and:

1. I understand the terms and conditions of both documents. **(Initial)**_____
2. I have voluntarily executed these agreements. **(Initial)**_____
3. I acknowledge this authorization and my direction to Escrow Agent may result in none of my down payment being returned to me. **(Initial)**_____

Dated: _____

Purchaser:

Print: _____ Sign: _____

Witness:

Print: _____ Sign: _____



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: _____

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 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.

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 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 broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another 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



CONSUMER GUIDE TO AGENCY RELATIONSHIPS



Ohio Real Estate Auctions LLC

We are pleased you have selected **Ohio Real Estate Auctions LLC** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **Ohio Real Estate Auctions 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 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 in the transaction. They 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.

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 Ohio Real Estate Auctions LLC

Ohio Real Estate Auctions LLC 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 **Ohio Real Estate Auctions LLC** 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. **Ohio Real Estate Auctions LLC** will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, that agent and **Ohio Real Estate Auctions LLC** will act as dual agents but only if both parties agree. As dual agents 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 would 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 it in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties **Ohio Real Estate Auctions LLC** has listed. In that instance **Ohio Real Estate Auctions 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

When **Ohio Real Estate Auctions LLC** lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Ohio Real Estate Auctions 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 Real Estate Auctions LLC** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and **Ohio Real Estate Auctions LLC** will be representing your interests. When acting as a buyer's agent, **Ohio Real Estate Auctions 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, 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, 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. Your signature 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

