



## ABSOLUTE

Real Estate Auction  
Thursday, June 25th @ 11:00AM  
1675 Delco Park Drive  
Kettering, Ohio 45420  
Auction held off-site at:



**Hilton Garden Inn**  
**3520 Pentagon Blvd., Beaver Creek, Ohio 45431**  
(5 additional properties selling in this event)  
Online Bidding available at [www.BidNowllc.com](http://www.BidNowllc.com)

**Sells Regardless of Price!**  
**No Minimum & No Reserve!**



**Description:** .897 Acre Commercial Lot. Convenient and easy access to residential areas, restaurants, banking & retail. Close to The Greene, Kroger and Elder Beerman. Located near the intersection of Woodman Dr. & E. Dorothy Lane offering easy & convenient access to I-675, SR 35, SR 48 & Wilmington Pike. Zoned Economic Development Overlay 14. Tax Appraised at \$117,500.

**Open Inspection:** Land - view anytime.

**Montgomery County PID:** N64 01217 0011 **Annual Taxes:** \$3953.25

**Terms:** Sells As-Is to the highest bidder regardless of price with no contingencies for financing or inspection. 10% buyer's premium in effect. Short tax proration. Buyer pays all closing costs. Warranty deed at closing with no liens or encumbrances.

**Deposit and Closing:** Successful bidder will be required to deposit 10% of the final 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 within 20 days of Auction.

**Realtor Participation:** 2% 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; 3) Guide buyer to closing. **NOTE: If bidding online, you must register your client prior to their registering online.**

**Tim Lile, CAI - Auctioneer**  
**(937)689-1846**  
**timlileauctioneer@gmail.com**  
**Ohio Real Estate Auctions, LLC**

**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.

## Owner

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Name

CALLEJO MANAGEMENT LLC

## Mailing

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Name CALLEJO MANAGEMENT LLC

Mailing Address 4095 MARSHALL RD

City, State, Zip DAYTON, OH 45429

## Legal

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Legal Description LOT 11 WOODMAN/DOROTHY  
BUSINESS CENTER

Land Use Description C - COMMERCIAL VACANT LAND

Acres .897

Deed DEED-08-025008

Tax District Name KETTERING CITY -CSD

## Sales

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Date	Sale Price	Deed Reference	Seller	Buyer
10-NOV-04		<a href="#">200400128160</a>	WOODMAN CENTER ASSOCIATES	RLG WOODMAN LTD AND
22-NOV-05	\$70,000	<a href="#">200500119822</a>	RLG WOODMAN LTD AND	STRIEBEL PROPERTIES V, LLC
09-APR-08	\$140,000	<a href="#">200800025008</a>	STRIEBEL PROPERTIES V, LLC	CALLEJO MANAGEMENT LLC

## Board of Revision

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Tax Year	Case Number:
2008	6076
2011	2463

## Values

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Assessed Values	100%	35%
Land	\$117,500	\$41,130
Improvements	\$0	\$0
CAUV	\$0	\$0
Total	\$117,500	\$41,130

## Current Year Special Assessments

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41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.13
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## Current Year Rollback Summary

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Non Business Credit	\$0.00
Owner Occupancy Credit	\$0.00
Homestead	\$0.00

City of Dayton Credit  
Reduction Factor

\$0.00  
-\$733.86

## Tax Summary

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Year	Prior Year	Prior Year Payments	1st Half Due 2/14/2014	1st Half Payments	2nd Half Due 7/18/2014	2nd Half Payments	Total Currently Due
2013	\$1,951.89	-\$1,951.89	\$1,977.19	-\$1,977.19	\$1,976.06	-\$1,976.06	\$0.00



Sorry, no sketch available  
for this record

### First Half Taxes

Tax Year	Real/Project	Charge	Adjustments	Payments	Amount Due
2013	41100-MCD/AP MCD/AQUI	\$1.13	\$0.00	-\$1.13	\$0.00
2013	<b>REAL</b>	\$1,976.06	\$0.00	-\$1,976.06	\$0.00
Total:		\$1,977.19	\$0.00	-\$1,977.19	\$0.00

### Second Half Taxes

Tax Year	Real/Project	Charge	Adjustments	Payments	Amount Due
2013	<b>REAL</b>	\$1,976.06	\$0.00	-\$1,976.06	\$0.00
Total:		\$1,976.06	\$0.00	-\$1,976.06	\$0.00

### Delinquent Taxes

Tax Year	Real/Project	Charge	Adjustments	Payments	Amount Due
1999	41100-MCD/AP MCD/AQUI	\$1.00	\$0.00	-\$1.00	\$0.00
1999	<b>REAL</b>	\$1,103.94	-\$482.84	-\$621.10	\$0.00
2000	41100-MCD/AP MCD/AQUI	\$1.00	\$0.00	-\$1.00	\$0.00
2000	<b>REAL</b>	\$660.68	\$0.00	-\$660.68	\$0.00
2006	41100-MCD/AP MCD/AQUI	\$1.00	\$0.00	-\$1.00	\$0.00
2006	<b>REAL</b>	\$974.50	\$24.36	-\$998.86	\$0.00
2008	41100-MCD/AP MCD/AQUI	\$1.00	\$0.00	-\$1.00	\$0.00
2008	<b>REAL</b>	\$1,834.12	\$1,813.18	-\$3,647.30	\$0.00
2009	41100-MCD/AP MCD/AQUI	\$1.21	\$0.00	-\$1.21	\$0.00
2009	<b>REAL</b>	\$3,740.92	\$93.52	-\$3,834.44	\$0.00
2011	41100-MCD/AP MCD/AQUI	\$0.00	\$0.06	-\$0.06	\$0.00
2011	<b>REAL</b>	\$0.00	\$90.41	-\$90.41	\$0.00
2012	41100-MCD/AP MCD/AQUI	\$1.04	\$0.00	-\$1.04	\$0.00
2012	<b>REAL</b>	\$3,717.88	\$92.95	-\$3,810.83	\$0.00
Total:		\$12,038.29	\$1,631.64	-\$13,669.93	\$0.00

### Grand Totals

	Charge	Adjustments	Payments	Amount Due
<b>GRAND TOTALS</b>	\$3,953.25	\$0.00	-\$3,953.25	\$0.00

TAX PAYMENTS MAY BE MAILED TO MONTGOMERY COUNTY TREASURER, 451 WEST THIRD ST., DAYTON OH 45422

\* PAYMENTS POSTED THRU JULY 19, 2014

**PARID: N64 01217 0011**  
**PARCEL LOCATION: DELCO PARK DR**

**NBHD CODE: C1101000**

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Tax Year	Total Value
2000	35,170
2001	35,170
2002	39,070
2003	39,070
2004	39,070
2005	41,030
2006	41,030
2007	41,030
2008	139,880
2009	139,880
2010	139,880
2011	117,500
2012	117,500
2013	117,500
2014	117,500

## Sales

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Date	Sale Price	Deed Reference	Seller	Buyer
10-NOV-04		<a href="#">200400128160</a>	WOODMAN CENTER ASSOCIATES	RLG WOODMAN LTD AND
22-NOV-05	\$70,000	<a href="#">200500119822</a>	RLG WOODMAN LTD AND	STRIEBEL PROPERTIES V, LLC
09-APR-08	\$140,000	<a href="#">200800025008</a>	STRIEBEL PROPERTIES V, LLC	CALLEJO MANAGEMENT LLC

## Sale Details

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1 of 3

Date	10-NOV-04
Sale Price	
Sale Validity	4-RELATED INDIVIDUALS OR CORPORATIONS
Sale Type	
Deed Reference	<a href="#">200400128160</a>
Instrument Type	GENERAL WARRANTY

# MARK FORNES REALTY

**For Sale**  
**1675 Delco Park Drive**



<b>Address:</b>	1675* Delco Park Drive	
<b>County:</b>	Montgomery	<b>Municipality:</b> Kettering
<b>Land Area:</b>	±.897 AC	<b>Sale Price:</b> \$145,900

\*Tentative pending approval from the city.

**Parcel ID:** N64 01217 0011

**Current Zoning:** Economic Development Overlay 14

**Income Tax Rate:** 2.25%

**UTILITIES AVAILABLE:**

- Electric
- Water
- Sanitary Sewer
- Storm Sewer
- Gas

**2013 ANNUAL REAL ESTATE TAXES:**

**Taxes:** \$3,955.12  
**Assessments:** \$1.13  
**Total Taxes:** **\$3,953.25**

**COMMENTS:** Convenient and easy access to residential areas, restaurants, banking & retail. Close to The Greene, Kroger and Elder Beerman. Located near the intersection of Woodman Dr & E. Dorothy Lane. Offering easy & convenient access to I-675, SR 35, SR 48 & Wilmington Pike.

**Contact: TINA ORTIZ (tina@fornes.com) – Mark Fornes Realty (937) 434-2000**  
**2080 Byers Road • Miamisburg, OH 45342 • Fax: (937) 434-5425**

[www.fornes.com](http://www.fornes.com)

THE INFORMATION SUBMITTED HEREIN IS NOT GUARANTEED. ALTHOUGH OBTAINED FROM RELIABLE SOURCES, IT IS SUBJECT TO ERRORS, OMISSIONS, PRIOR SALE AND WITHDRAWAL FROM THE MARKET WITHOUT NOTICE.



*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: 25 June 2015

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 Kettering, **Montgomery** County, OH and known as 1675 Delco Park Drive., Kettering, Ohio 45420; Montgomery County PID: N64 01217 0011
2. **PRICE AND TERMS:** Purchaser agrees to pay the amount of the high bid \$\_\_\_\_\_ plus the buyer premium of \$\_\_\_\_\_ for a **Total Contract Price of \$\_\_\_\_\_** for the Real Estate as follows: A non-refundable (except in the case of a non-marketable title) down payment of \$\_\_\_\_\_ to apply toward the Purchase Price and to be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. In the event this Contract to Purchase does not close for any reason other than as agreed, Purchaser agrees that the down payment shall be disbursed by Broker 5 days from closing date unless Broker is 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. \* **See Irrevocable Letter of Instruction Re: Down Payment.**
3. **BALANCE & CLOSING:** The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or before Within 20 days of auction. The closing date shall be automatically extended up to 30 days if Auctioneer deems necessary.
4. Buyers will close through M & M Title Company; 7925 Paragon Road, Dayton, Oh. 45459; (937)434-7366; Tyna Brown; tbrown@mmtitle.com.
5. If buyer does not close on or before scheduled closing date, seller may, at seller's option, extend the closing date in consideration for a sum of \$200 per day after original closing date.
6. **OBTAINING FINANCING:** This purchase is not contingent upon the Purchaser obtaining financing. There are no buyer contingencies.
7. **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 nonmarketable title, Purchaser voluntarily agrees to forfeit entire down payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from 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.
8. **OWNER'S CERTIFICATION:** Seller(s) certifies to Purchaser that, to the best of Sellers'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 SOLEY 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/REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.
9. **INDEMNITY:** Seller and Purchaser recognize that the AUCTIONEERS/BROKERS 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/BROKERS, 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.
10. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by 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):

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11. **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.
12. **DISCLOSURE:**  Buyer  Seller - is a licensed Real Estate Broker or Sales Person.
13. **POSSESSION:** Possession shall be given  at closing,  \_\_\_\_\_ @ \_\_\_\_\_  AM  PM, 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.
14. **AGENCY DISCLOSURE STATEMENT:** Purchaser acknowledges having reviewed and signed the Agency Disclosure Statement.
15. **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.
16. **TERMS:** The property sells:  to the high bidder regardless of price, *or*  subject to Seller Confirmation.
17. **\$ \_\_\_\_\_** must be deposited at the time of Auction Registration as down payment by Cash or Cashier's Check (presented with positive I.D). This non-refundable down payment will be applied to the contract purchase price at closing and will be held in the trust account of M & M Title Company as escrow agents for the sellers.
18.  A ten percent Buyer Premium will be added to the high bid amount to determine the final contract-selling price paid by the purchaser.  No Buyer premium will be charged.
19. 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.
20. 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 contained online was obtained by 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 Auction Company reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
21. Auction Firm hereby acknowledges that they represent the Seller. An Agency Disclosure Statement must be signed by the high bidder.
22. The  buyer,  seller 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  buyer,  seller,  split 50/50, is responsible for survey cost, if a survey is required for a transfer. **\*Buyer is responsible for all other costs associated with closing.**
23. By bidding, the buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential Property Disclosure form and their right to rescind the Contract to Purchase.
24. Real Estate is sold through Ohio Real Estate Auctions, LLC.
25. **OTHER:** \_\_\_\_\_

26. **EXPIRATION AND APPROVAL:** This offer is void if not accepted in writing on or before Accepted o'clock  A.M.  P.M.  Noon  Midnight EASTERN STANDARD TIME \_\_\_\_\_, 20\_\_\_\_\_.

27. Make Deed to: (print) \_\_\_\_\_.

The Purchaser has read, fully understands and approves the foregoing offer 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.  Noon  Midnight EASTERN STANDARD TIME \_\_\_\_\_, 20\_\_\_\_\_. Owner 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: \_\_\_\_\_

SELLER: \_\_\_\_\_

FULL ADDRESS: \_\_\_\_\_

PHONE NUMBERS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

30. **RECEIPT:** DATE: June 2015 **Ohio Real Estate Auctions, LLC** hereby acknowledge receipt of \$ \_\_\_\_\_  cash  cashier's check# \_\_\_\_\_  personal check # \_\_\_\_\_  other \_\_\_\_\_ made payable to **M & M Title Company** as down payment in accordance with terms herein provided.

\_\_\_\_\_ \$ \_\_\_\_\_ X \_\_\_\_\_ % \_\_\_\_\_  
CO-OP BROKER FIRM CO-OP AGENT / BROKER

PHONE \_\_\_\_\_





## Irrevocable Letter of Instruction Re: Down Payment

I have purchased the real estate located at 1675 Delco Park Dr., Kettering, Ohio 45420 under the terms and conditions of the attached Contract to Purchase at Public Auction dated: 25 June 2015.

As part of this transaction I am to make a down payment of money to "Ohio Real Estate Auctions" who will then transfer that money to M & M Title Company, who will hold the money until closing.

I understand that the funds I have provided to Ohio Real Estate Auctions/M & M Title Company are to be used as part of the purchase price. However, in the event I do not close on this property, I irrevocably instruct M & M Title Company to disburse my down payment as required under paragraph 2 of the contract; see below.

Paragraph 2 states:

*A non-refundable (except in the case of a non-marketable title) down payment of \$ \_\_\_\_\_ to apply toward Purchase Price and to be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. In the event this Contract to Purchase does not close for any reason than as agreed, Purchaser agrees that the down payment shall be disbursed by Broker 5 days from closing date unless Broker is 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 instructions from the Broker and the authority granted in this Irrevocable Letter of Instruction I authorize and approve M & M Title Company, to follow the instructions from the Broker as to the distribution of my down payment.

Further, I agree to hold M & M Title Company & Ohio Real Estate Auctions harmless for any such expenditures to any individuals or entities.

I have reviewed the Contract to Purchase at Public Auction dated 25 June 2015, and this Irrevocable Letter of Instruction:

1. I understand the terms and conditions of both documents.
2. I am voluntarily entering these agreements.
3. I realize that this authorization could result in none of my down payment being returned to me.

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# 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: 1675 Delco Park Drive., Kettering, Ohio 45420

Buyer(s): \_\_\_\_\_

Seller(s): Callejo Management, LLC by Eric Callejo - Principal

## 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) Tim Lile and real estate brokerage OhioReal Estate Auctions, LLC 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, 20<sup>th</sup> 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](http://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.

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Name (Please Print)

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Name (Please Print)

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Signature Date

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