

NAI OHIO EQUITIES, LLC:

COMPANY AGENCY POLICY DISCLOSURE FORM

The information below is a summary of NAI Ohio Equities, LLC (the “Brokerage”) Company Agency Policy. As used herein, the term “Seller” is synonymous with Landlord and the term “Buyer” is synonymous to “Tenant”.

A. NAI OHIO EQUITIES, LLC’S PERMITTED AGENCY RELATIONSHIPS

1. Seller’s Agency. An agency relationship between a Agent and a Seller. Another Agent of the Brokerage may represent another party in the transaction as the Buyer’s Agent.
2. Buyer’s Agency. An agency relationship between a Agent and a Buyer. Another Agent of the Brokerage may represent another party in the transaction as the Seller’s Agent. A Buyer’s Agent will represent a Buyer regardless of the fact that the Seller may pay the Brokerage a sales commission.
3. Disclosed Dual Agency. A dual agency relationship between the Agent and both the Seller and the Buyer. In the event that the Listing Agent or other appointed Agent, represents a Buyer in the purchase or lease of your property, you hereby agree that the Listing Agent will act in the capacity of a Dual Agent and further agree to execute all documentation consenting to such Dual Agency. In the event that you refuse to consent to the Dual Agency or seek to terminate the agency relationship as a result of the proposed Dual Agency, Management of the Brokerage may determine which Agency Relationship to terminate. Additionally, you may request that a separate Agent of the Brokerage be appointed to represent your interests or you may terminate your agency relationship and seek representation from another brokerage, however, you may be obligated to pay a commission to the Brokerage.
4. In-Company Transaction. In an In-Company transaction where the Buyer and Seller are both represented as clients by the Brokerage, the following applies: If only one Agent is involved in the transaction, that Agent represents both the Buyer and the Seller as a Dual Agent. If two (2) Agents are involved in the transaction, the Listing License will represent the Seller and the Buyer will be represented by the Agent with whom that Buyer entered into an Agency Relationship. Each Agent will be the exclusive Agent for the respective party. The Brokerage is a Dual Agent. Notwithstanding the foregoing, in the event that the listing Agent or the buyer’s Agent is a management level Agent, the management level Agent will be a Dual Agent and the other Agent will act in the sole interest of their respective client.

B. POLICY ON COOPERATION AND COMPENSATION

1. Cooperation with Other Brokers. The Brokerage will cooperate with other brokerages on an equal and consistent basis. This means the Brokerage and its Agents will make its listings available to other brokerages to show, provide information that is not confidential, and present all offers written by other brokerages in a timely and objective manner.
2. Compensation to Co-operating Brokers. The Brokerage does reserve the right, in some instances, to vary compensation offered through the Multiple Listing Service or other marketing services. An Agent may not vary compensation paid to a Co-operating Broker without the written consent of Management.
3. Compensation From Co-operating Brokers. In representing a Buyer, the Brokerage may accept compensation from Co-operating Brokers.
4. Compensation to Buyer’s Brokers. When representing a Seller, the Brokerage will offer compensation to Buyer’s Brokers, unless specifically requested otherwise by a Seller.
5. Sub-Agents. To protect the Seller from potential liability, NAI Ohio Equities, LLC will not offer compensation to Sub-Agents nor cooperate with Sub-Agents except in extraordinary situations which have been authorized in writing by Management.

C. CONFIDENTIALITY NOTIFICATION

The Brokerage will take all reasonable measures to insure that information provided to your Agent will be held in the strictest confidence. Your cooperation and assistance is essential to this process. The following guidelines will help us better serve your needs:

1. Facsimile Transmission: When faxing anything to the Brokerage at any time other than normal business hours, please contact your Agent to make sure that he/she will be expecting the fax’s arrival.
2. Phone Messages: If your Agent is unavailable, please leave a confidential message in that Agent’s Voice Mail Box or leave a message with the receptionist that does not disclose any Confidential Information.

D. ACKNOWLEDGMENT OF AGENCY DISCLOSURE STATEMENT

Client hereby acknowledges that the Brokerage has provided me the State of Ohio Agency Disclosure Statement.

E. FAIR HOUSING STATEMENT & BLOCKBUSTING STATEMENT

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal 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 of rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, handicap, or national origin; or to discriminate in advertising the sale or rental of housing, in the finance of housing, or in the provisions of real estate brokerage service. 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.

F. EFFECTIVE DATE & EXPIRATION DATE

This Agreement is effective as of the date of execution hereof and shall expire on _____, 200___. **(MUST BE COMPLETED).**

If you do not understand the information contained in this document, please ask your Agent for further clarification or consult with your attorney. **By affixing my signature below, I hereby agree to the terms and conditions stated herein.**

CLIENT DATE

CLIENT DATE

AGENT DATE