



AGENCY AGREEMENT BETWEEN PURCHASER AND REALTOR®  
APPROVED FOR USE BY MEMBERS OF THE STARK TRUMBULL AREA REALTORS®, INC.

The undersigned PURCHASER hereby retains and grants to \_\_\_\_\_, and it's licensed sales agent \_\_\_\_\_  
BROKER (Company Name)

Hereinafter referred to as "Broker" and "Agent", the exclusive right to locate real property on behalf of PURCHASER and to assist PURCHASER in the negotiations for the purchase or acquisition of real property on terms and conditions authorized by PURCHASER. PURCHASER represents that PURCHASER is not currently under agreement with another real estate company or agent.

1. DURATION OF AGREEMENT. This Agreement commences on \_\_\_\_\_ and terminates at midnight on \_\_\_\_\_.
2. DISCLOSURE OF POTENTIAL DUAL AGENCY. PURCHASER understands the possibility that a Dual Agency situation would exist in the event PURCHASER would purchase one of Broker's own listings and that Broker would be a dual agent in any transaction where PURCHASER would purchase a property listed for sale by Broker.
3. APPOINTEES. PURCHASER delegates the authority for Agent or Broker to appoint another Agent of Broker to act on behalf of Agent in the event Agent is out of town or otherwise unavailable. Prior to the appointment, PURCHASER will be notified of such and PURCHASER has the absolute right to veto any Agent not acceptable to PURCHASER.

Appointees preapproved by PURCHASER: \_\_\_\_\_

4. PURCHASER REPRESENTATION. PURCHASER acknowledges and consents that Broker and any Agent of Broker working with PURCHASER may also be working with other purchasers and any properties being shown to PURCHASER may also be shown to other purchasers during the same time period that they are being shown to PURCHASER.
5. DUTIES OF AGENT AND COMPENSATION. Agent agrees to use all reasonable efforts and professional skill and knowledge to assist PURCHASER in locating real property suitable for purchase, lease, or exchange and shall act solely in the best interests of PURCHASER in negotiating for its purchase or acquisition. PURCHASER agrees to pay Broker as follows: \_\_\_\_\_ The fee is earned upon full execution of an agreement for the purchase, acquisition, or lease of such real property and subject to its terms. PURCHASER and Broker agree that the obligation of the PURCHASER may be satisfied by a Seller-paid commission. This compensation shall be payable to Broker whether or not the property is deemed to have been procured by or through Broker. The fees shall apply to transactions made during the term of this agreement or made through Agent's efforts within \_\_\_\_ days after this Agency Agreement expires or is terminated. The extended term shall not apply if PURCHASER enters into a PURCHASER Agency Agreement with another REALTOR® unless Agent has previously submitted an offer for Purchaser on the property. Additional provisions: \_\_\_\_\_

6. PURCHASER'S DISCLOSURE. PURCHASER grants permission to disclose PURCHASER's identity to third parties without additional written consent of PURCHASER? Yes \_\_\_\_ No \_\_\_\_ (Initials required). PURCHASER grants permission to disclose PURCHASER's financial ability to perform to third parties without additional written consent of PURCHASER? Yes \_\_\_\_ No \_\_\_\_ (Initials required).

PURCHASER limitations, if any: \_\_\_\_\_

7. HOLD BROKER HARMLESS. PURCHASER shall hold Broker and Agent harmless from any obligations, costs, claims, judgments, liabilities, and attorney fees arising from or growing out of services rendered to PURCHASER pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise due to the misconduct of Broker and/or Agent. Broker will not be liable to PURCHASER or to anyone who may claim any right due to Broker's relationship with PURCHASER, for any acts for omissions in the performance of said services on the part of the Broker, Broker's Agents or employees, except when said acts or omissions of the Broker or Agent are due to Broker's or Agent's misconduct.

8. ADDITIONAL PROVISIONS. \_\_\_\_\_

9. ENTIRE AGREEMENT. This Agency Agreement represents the entire agreement between the parties and any prior agreements between the parties, whether oral or written, have been merged and integrated into this Agreement. PURCHASER is aware this is a legal and binding agreement requiring performance. PURCHASER should seek legal counsel before signing.

10. MODIFICATION OF THIS AGREEMENT. No modification of any of the terms of this Agency Agreement shall be valid, binding or enforceable unless such modification is in writing and signed by all parties.

11. OHIO'S SEX OFFENDER REGISTRATION AND NOTIFICATION LAW. Ohio's Sex Offender Registration and Notification Law require the local sheriff to provide written notice to certain members of the community if a sex offender resides in an area. This includes notice to residences adjacent to the offender's residence. Residences not adjacent to the offender will not receive notification from the sheriff. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. Therefore, Purchaser can obtain information from the sheriff's office regarding the notices they have provided pursuant to Ohio's Sex Offender Notification Law. It is recommended that Purchaser obtain information from the sheriff's office regarding registered sex offenders in the area Purchaser is considering living.

12. 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.

I, or we, acknowledge receipt of a copy of this agreement, and the information provided herein is correct.

PURCHASER's Signature \_\_\_\_\_ Date \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

PURCHASER's Signature \_\_\_\_\_ Date \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_  
Revised 4/16/21

Broker (Company Name) \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Agent Cope - White

Client Copy - Yellow

Broker Copy - Pink