

## GENERAL OFFICE POLICIES OF COLDWELL BANKER REAL ESTATE GROUP (INDIANA)

### AGENCY RELATIONSHIPS AND DISCLOSURES & AFFILIATED BUSINESS ARRANGEMENTS DISCLOSURE (REV. 1/1/2022)

In compliance with Indiana Code 25-34.1-10, Code of Ethics and Standards of Practice Article 2 & 6 of the National Association of REALTORS®, Roth & Wehrly, Inc. (dba Coldwell Banker Coldwell Banker Real Estate Group) ("CBREG") states its general office policies regarding agency and affiliated business arrangements as follows:

#### GENERAL OFFICE POLICIES

CBREG will represent Sellers in the sale of real estate, and buyers in the purchase of real estate. CBREG will practice disclosed limited agency when a licensee is representing both parties or a managing broker is personally representing one of the parties in the transaction. CBREG will make full disclosures, and obtain the informed consent of the seller and buyer, to limited agency at the time of entering into the agency relationship. CBREG will cooperate with licensees operating as buyer agents, and will offer buyer's broker compensation through any Multiple Listing Services it participates in.

This disclosure gives notice that certain associates of CBREG (as that term is defined in the Real Estate Settlement Procedures Act, 12 USC section 2602(8)) have a business arrangement with Hallmark Home Mortgage, Ruoff Home Mortgage, Guaranteed Rate Mortgage, AHS Warranty, HMS National Warranty, and ownership in Home Title Group and Riverbend Title, LLC. Because of these relationships, any referral of business to these companies may provide CBREG a financial or other benefit. You are NOT required to use any of these companies as a condition for the purchase or sale of the subject property or for mortgage financing. There are other finance, warranty and settlement service providers available with similar services and you are free to shop around to determine you are receiving the best services and rates.

#### IMPLEMENTATION

To implement the above-stated general office policies, CBREG will take the following steps:

1. When listing real estate as an agent or entering into an agency relationship with a buyer, the CBREG agent will:
  - a. Provide buyer(s) and/or seller(s) with a copy of CBREG general office policies regarding agency and affiliated business arrangements.
  - b. Describe to the buyer client(s) and/or seller client(s) the different agency relationships and disclose the duties of each.
  - c. Disclose to the buyer client(s) and/or seller client(s) the potential of limited agency, and obtain the each parties' informed consent to CBREG acting as a limited agent in writing containing the elements set forth in Indiana Code 25-34.1-10.
2. CBREG will reconfirm the agency relationships with the parties in writing at the time of the purchase agreement.
3. CBREG will offer compensation to buyer agents through the MLS.
4. CBREG will charge an Administrative Brokerage Commission of \$295 to be collected at closing, only in the event of closing.
5. CBREG requires all clients and customers to double-check and verify legitimacy of all wiring instructions in a real estate transaction via telephone or in-person. Clients must not wire funds based on just an email, fax, text or other electronic correspondence. Electronic wire fraud exists and CBREG herein discloses its danger to all clients and customers.

#### WARRANTY OPTION

I/we acknowledge that CBREG has presented a warranty plan and asked if we would be interested in purchasing home warranty coverage. Also, CBREG associates may receive compensation for the sale of home warranties (**Initial one**):

Yes, I would like to purchase a home warranty

No, I decline to purchase a home warranty at this time.

#### CONSUMER AGENCY DISCLOSURE

Indiana Law (IC25-34.1-10-9.5) provides that a Licensee has an agency relationship with, and is representing, the individual with whom the Licensee is working unless (1) there is a written agreement to the contrary or (2) the Licensee is merely assisting the individual as a customer without compensation.

**Representing Sellers.** The Licensee at the Firm represents the interest of the Seller as a Seller's agent to sell the property. Such Licensee owes duties of trust, loyalty, confidentiality, accounting, and disclosure to the Seller. However, Licensee must deal honestly with a buyer and disclose information to the buyer about the Property. All representations made by Licensee about the Property are made as the agent of the Seller. Seller is further advised that the Property may be sold with the assistance of other Licensees working as buyer agents and that Licensee's company policy is to cooperate with and compensate buyer agents. Buyer agents are Licensees who show the Property to prospective buyers, but who represent only the interest of the buyer. Buyer agents owe duties of trust, loyalty, confidentiality, accounting and disclosure to buyers. All representations made by buyer agents about the Property are not made as the agent of the Seller.

**Representing Buyers.** The Licensee at the Firm represents the interest of the Buyer as a Buyer's agent when showing another company's listing. Such Licensee owes duties of trust, loyalty, confidentiality, accounting and disclosure to the Buyer. However, Licensee must deal honestly with a seller. All representations made by Licensee are made as the agent of the Buyer.

### **LIMITED AGENCY DISCLOSURE/AUTHORIZATION**

Limited Agency occurs when the CBREG licensee or the principal or managing broker personally represent a buyer as a buyer's agent and a seller as a seller's agent in the case of a property listed with the firm. If that occurs, then Licensee has agency duties to both Buyer and Seller which may be different or even adverse. If limited agency arises, Licensee **shall not disclose** the following without the informed consent, in writing, of both Seller and Buyer:

- a) Any material or confidential information, except adverse material facts or risks actually known by Licensee concerning the physical condition of the Property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the Parties.
- b) That a buyer will pay more than the offered purchase price for the Property.
- c) That Seller will accept less than the listed price for the Property.
- d) Other terms that would create a contractual advantage for one party over another party.
- e) What motivates a party to buy or sell the Property.

In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the limited agent or among Licensees.

### **REQUIRED DUTIES DISCLOSURE**

Indiana law (I.C. 25-34.1-1-10-9.5) provides that a Licensee must perform at least the following duties for the Buyer and/or Seller:

1. Be available to receive and timely present offers and counteroffers for the property
2. Assist in negotiating, completing real estate forms, communicating, and timely presenting offers, counteroffers, notices, and various addenda relating to the offers and counteroffers until:
  - a) A purchase agreement is signed; and
  - b) All contingencies are satisfied or waived.
3. Timely respond to questions relating to offers, counteroffers, notices, various addenda, and contingencies pertaining to the subject Property.

If a Licensee fails to perform the above duties, and another Licensee performs those duties on behalf of or at the request of the Buyer, then the performance of those duties by the other Licensee does not constitute an agency relationship. Further, a Licensee may lawfully perform duties in addition to those set forth above on behalf of or at the request of the Buyer.

A Licensee's duties in a real estate transaction set forth in this office policy do not relieve the Buyer and/or Seller from the responsibility to protect his/her own interests. The Buyer and/or Seller should carefully read all documents to assure they adequately reflect his/her/their understanding of the transaction. If legal, tax or other expert advice is desired, the Buyer and/or Seller should consult a qualified professional.

**CODE OF ETHICS AND STANDARDS OF PRACTICE DISCLOSURE.**

The Code of Ethics and Standards of Practice of the NATIONAL ASSOCIATION OF REALTORS® provides that REALTORS® must advise clients of the REALTOR®S company cooperative compensation policies and the possibility that sellers or sellers’ representatives may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties. Further, if a seller has approved disclosure of the existence of offers on the property, REALTORS® shall also disclose whether offers were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating broker.

**RECORDINGS AT PROPERTIES DISCLOSURE.**

**Buyer** should be aware that an owner may utilize audio and/or video devices to monitor their property. Buyer should not discuss negotiation strategies or other confidential information with a property. Buyer hereby releases Broker, Broker Company and its agents from any liability which may result from any recordings occurring within a property.

In the event **Seller** has a recording system at the Property which captures audio, **Seller** understands that recording and transmitting of audio and/or video may result in violation of state and/or federal laws. Prospective purchasers may photograph or video the interior of the Property. **Seller** should remove any personal items that **Seller** does not want photographed, recorded or transmitted. **Seller** hereby releases and indemnifies Broker, Broker Company and its agents from any liability which may result from any recording or transmitting at the Property.

**ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE & CONSENT**

By signing below, I/we acknowledges that Limited Agency Authorization has been read and understood. I/we understands that I/we does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and waives any claims, damages, losses, expenses, including attorneys’ fees and costs, against Licensee(s) arising from Licensee’s(s’) role of limited agent(s).

By signing below, I/we further acknowledge that read and understood the entirety of this form: GENERAL OFFICE POLICIES OF COLDWELL BANKER REAL ESTATE GROUP’S AGENCY RELATIONSHIPS AND DISCLOSURES & AFFILIATED BUSINESS ARRANGEMENTS DISCLOSURE.

[Empty signature box for Agent]

**AGENT SIGNATURE**

\_\_\_\_\_  
IN LICENSE #

[Empty signature box for Client]

**CLIENT SIGNATURE**

**DATE**

\_\_\_\_\_  
**PRINTED NAME**

[Empty signature box for Branch Manager]

**BRANCH MANAGER SIGNATURE**

**CO81404150**

\_\_\_\_\_  
CBREG LICENSE #  
RESIDENTIAL

[Empty signature box for Client]

**CLIENT SIGNATURE**

**DATE**

\_\_\_\_\_  
**PRINTED NAME**

[NOTE: PLEASE CHANGE “SELLER” TO “LANDLORD”, “BUYER” TO “TENANT” AND “PURCHASE/PURCHASE AGREEMENT” TO “LEASE” FOR OFFICE POLICY FOR TENANTS OR LANDLORDS]