



Consumer Information Book



THE HUDDLE REALTY GROUP is dedicated to providing our clients with the information needed to assist in making informed decisions about the home buying and home selling process.

This Consumer Information Book is your guide to:

- Understanding and clarifying the concept of Agency
- Important facts and recommendations when buying a property
- Important facts and recommendation when selling a property
- Understanding the importance of required disclosures
- Added insight into other recommendations, policies, laws, and disclaimers.

The information included in this book along with the added insight and resources available to you by your THE HUDDLE REALTY GROUP agent is provided to make you feel comfortable and confident as you set out to achieve your real estate goals.

We look forward to making your real estate experience extraordinary!

Sincerely,

Brad Grant



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Agency Relationship

The Agency Relationship is based on one person representing the interests of another person. Real estate agents (Licensees) are licensed by the state to represent a person for the sale or leasing of a property. The responsibility of the real estate agent is defined by the state law relating to agents, the REALTORS® Code of Ethics, and general principles of agency law.

The source of compensation does not, in and of itself, determine agency. It can be paid by the Buyer, Seller, both or neither (subject to restrictions under applicable state law). However, there must be informed consent, written in advance, as to who is paying.

The type of relationship formed between the agent and the client is called a fiduciary relationship. A fiduciary relationship is one based on trust because the agent owes the following duties to the client:

Loyalty

An agent must place the client’s interest above all others, including those of the agent.

Reasonable Care and Diligence

An agent is obligated to use reasonable care and diligence in carrying out the agency relationship. The agent has knowledge and skill that the client expects to be used in his or her best interest.

Obedience

An agent is obligated to obey promptly and efficiently all lawful instructions of the client. The agent cannot violate federal, state or local laws. For example, the agent cannot conceal or misrepresent facts, even if unfavorable, about the physical condition of the property and cannot violate the fair housing laws.



Accounting

An agent must account for all money or property held on behalf of the client, such as escrow funds.

Disclosure

An agent must disclose to the client all relevant information that is critical to the client's interest. The agent's duty to disclose includes the disclosure of information to the client that may be unfavorable to the agent's or the client's interest.

Confidentiality

An agent must safeguard the lawful confidences of the client. Personal information about the client or the client's position must be treated with the utmost confidence for the term of the agency relationship. The duty of confidentiality to the client does not permit the agent to conceal or misrepresent a material defect in the property.

Agency Relationship Terms and Definitions

Agency Relationship

In a real estate transaction, it is the fiduciary relationship that results when a THE HUDDLE REALTY GROUP Licensee (the agent) represents the interests of a Seller or a Buyer in real estate dealings.

Agent

Is the Licensee who works with a Buyer or Seller and must act on behalf of and in the best interest of that client (the Seller or the Buyer).

Client

Is the Seller or Buyer who enters into an agency relationship with a Licensee. The Client is also known as the principal in the transaction.

Customer

Is a person who is assisted by a Licensee without compensation, as in the case of casual contact at an open house, or social event, as opposed to full representation. In such a relationship, the Licensee owes no fiduciary or other legally imposed duties to the customer that the Licensee owes to a client.



Licensees

Is the salespersons working for THE HUDDLE REALTY GROUP and who enter into agency relationships with Buyers and Sellers. Licensees of different brokers cooperate through the Broker Listing Cooperative, (BLC) and or the Multiple Listing Service (MLS).

Limited Agent

Is a Licensee who, with the written and informed consent of both the Seller and the Buyer, is engaged by both the Seller and the Buyer to act as each of their agents in the same real estate transaction.

Fiduciary

Is the relationship owed by Licensee as agent to the Seller or Buyer (client). A fiduciary relationship is the highest, most responsible position that one person can have for another. It is a relationship of trust.

Seller Agency Relationship

When a Seller lists real estate for sale, the Licensee working with the Seller becomes the Seller's agent to sell that real estate. That Licensee owes all the fiduciary duties to the Seller and not to Buyers interested in the home. However, a Seller's agent must treat Buyers fairly and honestly. Also, state law requires that Seller's agents disclose the existence of material defects in the Seller's property. A Seller's agent will work diligently to market and sell the Seller's property for the best possible price and terms.

AGENT-----> SELLER

Buyer Agency Relationship

Since 1994, Buyer Agency has become a prevalent form of agency in Indiana. Buyers appreciate knowing their interests are represented by the agent and the agent is working for the Buyer only and not for the Seller. When a Buyer is represented by an agent, all the fiduciary duties are owed to the Buyer by that agent. The Buyer has the freedom to discuss the value of properties and

personal finances and negotiating strategies with the agent.

A Buyer's agent will make a commitment to make every reasonable effort to locate the property described by the Buyer and negotiate the best price and terms for purchasing the property.

AGENT-----> BUYER

Limited Agency Relationship

Licensees of Real Estate Brokers list properties for sale, thereby forming an agency relationship with the Seller. Throughout the listing period the Seller develops an increasing level of trust in the agent, who is obligated to put the Seller's interests first.



The same Licensee may also form an agency relationship with Buyers, who develop an increasing level of trust in the agent, who is obligated to put the Buyer's interests first.

A particular Buyer may be interested in purchasing property that is listed by their agent or managing broker. This situation creates a limited agency. Technically, a limited agency arises when one Licensee or agent has a relationship with two clients who have opposing goals (Buyer and Seller). When a limited agency is formed, the agency relationship is altered, and the agent will notify each client.

If limited agency arises, the clients and agents agree to modify the agency relationship. The agent must not disclose any information that would create a negotiating advantage for either client. The agent must treat the interests of the Buyer and Seller equally.

SELLER -----> AGENT <----- BUYER

THE HUDDLE REALTY GROUP General Company Policy Regarding Agency

Thank you for choosing a THE HUDDLE REALTY GROUP agent to assist you with your real estate needs.

Indiana law (I.C. 25-34.1-10-9.5) 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.

The Licensee (your broker and/or salesperson) at THE HUDDLE REALTY GROUP can represent the interests of the Buyer as a Buyer's agent in the purchase of real estate and can represent the Sellers in the listing and sale of real estate as Listing Agent. THE HUDDLE REALTY GROUP Licensees will practice disclosed limited agency in sales where the Licensee represents both the Seller and the Buyer in a single transaction. THE HUDDLE REALTY GROUP Licensees will make full disclosure to and obtain the informed consent of the Seller and Buyer to limited agency either at the time of entering into a brokerage relationship or when the limited agency situation becomes known to the Licensee. THE HUDDLE REALTY GROUP and its Licensees will cooperate with all Licensees operating as Buyer agents and will offer compensation through the Broker Listing Cooperative to Licensees acting in that agency capacity. Neither THE HUDDLE REALTY GROUP nor its Licensees will practice or cooperate with subagents.

Implementation of Agency Policies

To implement the above-stated general company policies, THE HUDDLE REALTY GROUP will:

1. When listing real estate, Licensee represents the interests of the Seller 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 the existence of any known material defects to the Buyer about the property.

2. Licensee provides the Seller with a copy of THE HUDDLE REALTY GROUP Acknowledgement, General Office Policy, Disclosure of Agency company policy regarding agency; describe to the Seller the different agency relationships and the corresponding duties; disclose to the Seller the potential for limited agency where the Licensee representing the Seller also represents the Buyer interested in Seller's real estate' and; obtain the Seller's informed consent to the Licensee's acting as a limited agent in writing containing the elements set forth in Indiana Code §I.C. 25-34.1-10-12 (a).

3. When entering into an agency relationship with a Buyer, Licensee provides the Buyer with a copy of THE HUDDLE REALTY GROUP Acknowledgement, General Office Policy, Disclosure of Agency company policy regarding agency; and describe to the Buyer the duties of the Licensee as a Buyer's agent.

4. If Licensee representing a Buyer interested in real estate for which that Licensee also represents the Seller, Licensee disclose to the Buyer the potential of limited agency; and obtain the Buyer's informed consent to the Licensee acting as a limited agent in a writing containing the elements set forth in Indiana Code § I.C. 25-34.1-10-12 (a).

5. Offer compensation to non- THE HUDDLE REALTY GROUP Buyer agents through the Broker Listing Cooperative, (BLC and or the Multiple Listing Service (MLS). However, THE HUDDLE REALTY GROUP will not make offers of sub agency or cooperate with, compensate, or otherwise associate with subagents on any real estate transaction.

6. Licensee will reconfirm the agency relationships with the parties in writing at the time of the purchase agreement.

Notice to Buyers

Thank you for choosing a THE HUDDLE REALTY GROUP agent to assist you with your home finding needs.

As a Buyer's agent, your agent will promote your interests by:

1. Seeking real estate with a price and contract terms satisfactory to you
2. Presenting all offers and counteroffers to purchase to and from you immediately upon receipt, unless you otherwise direct



3. Disclosing to you adverse material facts or risks actually known by the Licensee concerning the property and facts actually known to the Licensee and required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the real estate by the parties
4. Advising you to obtain expert advice concerning material matters that are beyond the Licensee's expertise
5. Timely accounting for all money and property received from you
6. Exercising reasonable care and skill with respect to matters entrusted by you to the Licensee
7. Complying with all applicable laws.

Informed Consent to Limited Agency

Your Buyer's agent often represents Sellers of property as a Seller's agent. If you wish to see a property listed by your Buyer's agent, your agent has fiduciary duties to both you and the Seller of that property, and those duties may be different or even adverse. By signing the THE HUDDLE REALTY GROUP Acknowledgement, General Office Policy, Disclosure of Agency page of this Consumer Information Book, you hereby knowingly consent to your Agent's acting as a limited Agent if the situation arises.

With respect to this property, your Agent shall not disclose the following without the informed consent, in writing, of both you and the Seller:

1. Any material or confidential information, except adverse material facts or risks actually known by the agent concerning the physical condition of the property and the facts known by the agent and 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.
2. That the Buyer will pay more than offered purchase price for the property.
3. That the Seller will accept less than the listed price for the property.
4. Other terms that would create a contractual advantage for one party over another party.
5. What motivated a party to buy or sell the property.

In a limited agency situation, you agree that there will be no imputation of agency, knowledge or information between any party and agent of THE HUDDLE REALTY GROUP or among other agents of THE HUDDLE REALTY GROUP. You understand that you do not have to consent to limited agency.

However, when you consent voluntarily to limited agency you waive any claim you now have or may have in the future against THE HUDDLE REALTY GROUP, or your agent for acting as a limited agent.



THE HUDDLE REALTY GROUP Advises Buyers to:

Have a licensed independent Inspector of your choice inspect the condition of the property as a contingency in the purchase agreement even on property that is being sold AS-IS. This inspection should include the whole house, radon, pool, mold or any other areas of which you may have concern. The findings of any inspection are not warranted or guaranteed by THE HUDDLE REALTY GROUP or its sales associates, or the home inspection company. The purpose of the report is to provide you, as the Buyer, with an overview of the condition of the property based upon the inspector's visual observations. Buyer/Seller understands that THE HUDDLE REALTY GROUP and their sales associates have not nor can they make any warranties or guarantees, implied or otherwise, regarding real estate or its improvements, as to the condition or functioning of fixtures, equipment or component parts thereof, such as, but not limited to septic systems, wells, heating equipment, swimming pools, surface drainage, mold, radon, lead based paint contamination or other environmental issues.

If the home being sold or purchased was built before 1978, it may contain lead-based paint. If there is any question as to the age of the property, the Buyer should check with assessor to verify the year the home was built.

1. Consult an attorney for any legal advice concerning this transaction. THE HUDDLE REALTY GROUP and its sales associates are not qualified to practice law.
2. Consult with a mortgage lender, tax consultant and/or attorney of your choice concerning, the selection of the mortgage financing to be secured, the terms and conditions set forth in the mortgage documents and the precise financial arrangements being offered by the proposed mortgage lender.
3. Earnest Money: At the time of writing an offer it is customary for the buyer to provide earnest money as a condition of the contract. The earnest money will be held by the escrow agent as agreed to in the purchase agreement. The seller may terminate the purchase agreement by serving a Notice of Termination to the Buyer prior to Escrow Agents' receipt of the earnest money. In the event an offer is accepted and later terminated, both parties must agree to the disposition of the earnest money before such funds can be released.
4. To determine the current status of real estate taxes for the real estate being purchased, Buyer is advised to make direct contact with the township assessor's office and/or county treasurer's office concerning such real estate taxes. If new construction is involved, the real estate and its improvements may not be fully or properly assessed.
5. As a Buyer you may reduce your real estate taxes by filing a Homestead Credit. If you own multiple properties, you may only file a Homestead Credit in Indiana on the property if it is your primary residence.



6. This is accomplished by filing the appropriate form with the Auditors Office of the County where the property is located. THE HUDDLE REALTY GROUP and its sales associates shall not be responsible for the proper filing of the Homestead Credit.

Notice to Sellers

Thank you for choosing a THE HUDDLE REALTY GROUP agent to assist you in marketing your property. Your listing agent will represent your interests in marketing and selling your property as a Seller's agent. Your agent will promote your interests by:

1. Seeking a Buyer willing to pay a price and contract terms satisfactory to you
2. Presenting all offers and counteroffers to purchase to and from you immediately upon receipt, unless you otherwise direct
3. Disclosing to the Buyer adverse material facts or risks disclosed by you to the Licensee, and therefore, actually known by the Licensee concerning the property and facts actually known by the Licensee that are required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the real estate by the parties
4. Advising you to obtain expert advice concerning material matters that are beyond the Licensee's expertise
5. Timely accounting for all money and property received from or on behalf of you
6. Exercising reasonable care and skill with respect to matters entrusted by you to the Licensee
7. Complying with all applicable laws on matters affecting you.

Seller is advised that the Property may be sold with the assistance of other Licensees working as Buyer agents. The policy of THE HUDDLE REALTY GROUP is to cooperate with and compensate Buyer agents. Buyer agents are Licensees who show the property to prospective Buyers, but who represent only the interests 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.

Informed Consent to Limited Agency

Your Listing Agent often represents Buyers of property as a Buyer's agent. If your agent shows your property to a Buyer, your agent has fiduciary duties to both you and the Buyer of that property. Those duties may be different or even adverse. By signing the THE HUDDLE REALTY GROUP



Acknowledgement, General Office Policy Disclosure of Agency page of this Consumer Information Book, you hereby knowingly consent to your agent acting as a limited agent if the situation arises.

With respect to this property, your Agent shall not disclose the following without the informed consent, in writing, of both you and the Buyer:

1. Any material or confidential information, except adverse material facts or risks actually known by agent concerning the physical condition of the property and the facts actually known by the agent that are 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
2. That you will accept less than the listed price for the property
3. That the Buyer will pay more than the offered purchase price for the property
4. Other terms that would create a contractual advantage for one party over another party
5. What motivated a party to buy or sell the property

In a limited agency situation, you agree that there will be no imputation of agency, knowledge or information between any party and agent of THE HUDDLE REALTY GROUP or among other agents of THE HUDDLE REALTY GROUP. You understand that you do not have to consent to limited agency. However, when you consent voluntarily to limited agency you waive any claim you now have or may have in the future against THE HUDDLE REALTY GROUP, or your agent for acting as a limited agent.

THE HUDDLE REALTY GROUP General Disclosures / Recommendations / Disclaimers

Required Seller's Disclosures

Seller's Residential Real Estate Sales Disclosure

If you are selling a residential property Indiana law requires that you, as the Seller, complete the Seller's Residential Real Estate Sales Disclosure to disclose to potential Buyers any defects you know about in your property. Sellers must give this completed form to a Buyer before the Seller accepts any offer to purchase Seller's property. Exception: Indiana law does not require a Seller's Residential Real Estate Sales Disclosure if the property is being sold in an estate by a Personal Representative

Lead Based Paint Disclosure



If you are a Seller selling a home built before 1978, you are required to disclose any known lead-based paint or lead-based paint hazards in your home by completing the Lead-Based Paint Certification and Acknowledgment. You must give this form to Buyers interested in your property.

Recommendations

Title Insurance

THE HUDDLE REALTY GROUP recommends that the most current and comprehensive ALTA Owners Title Insurance policy is provided on all transactions when available. The ALTA policy has extended coverage and provides both Buyers and Sellers additional protection over and above other policy types.

Home Warranty

According to the National Home Warranty Association, the number of homes with a home warranty has been on a steady rise in recent years. In addition, the number of service claims made has steadily climbed. Home warranty programs can add value to a Seller's home while protecting it against unexpected repairs during the listing period. Buyers gain assurance that the home they are buying will be covered against many costly repairs for one year following the close of the transaction.

New Construction

THE HUDDLE REALTY GROUP and its sales associates do not make any representations, warranties or guarantees with respect to the timely or satisfactory completion of the improvements located or to be located on the real estate by any Seller/builder, pursuant to the terms of the Purchase Agreement, including, but not limited to, the timely or satisfactory completion of such improvements, the quality or quantity of the materials and supplies used in the construction of such improvements, or the condition or functioning of any fixtures, equipment or component parts thereof installed with such improvements. You are further advised that such representation, warranties, or guarantees, if any, are those of the Seller/Builder.

Items to be Included in the Sale

It is understood that if any of the following items are to be included in the sale that they must be written in the Purchase Agreement: fireplace screens/glass doors/grate/tools, decorative electric fireplaces, window air conditioning units, with draperies and curtains, carpets (except wall-to-wall), all attached interior & exterior swag lamps, trash compactor/ incinerator, refrigerator(s) /ice makers, range/oven/washer/dryer, dishwasher(s), smoke alarms, burglar alarms, security systems (note, there may be associated monthly maintenance fees associated with alarm/security systems), water softener, iron filters, water purifiers, gas grills, gas lights, basketball goal, swing set, children's playhouse, invisible fences, components and collar(s), workbench, fuel adjustment, pool equipment, or any other items that might cause a misunderstanding between parties. Nothing should be assumed. All things must be in writing.

Bank Owned Homes/Foreclosures (REO's)



In most cases, bank owned properties are purchased in as-is, where-is condition. Indiana Law does not require the bank to complete a Residential Seller's Disclosure since the bank does not have knowledge to the condition of the home. Neither the bank, THE HUDDLE REALTY GROUP nor any of its agents, representatives, affiliates, successors or assigns makes any warranties, implied, written or otherwise concerning the condition of the property. In addition, Buyers of bank owned properties should be aware that they may be asked to pay costs that are normally considered to be Seller's costs on behalf of the bank, such as, title insurance, document protection costs, repairs required for closing, etc.

Short-Sales

A short sale occurs when the net proceeds from the sale of a home are not enough to cover the Sellers' mortgage obligations and closing costs and the Seller is unwilling or unable to cover the difference. In order for a sale to occur the Sellers' lender must approve a short sale. Although response times vary from lender to lender, it can take two weeks or as long as 60 days to receive an approval of a short sale from a lender. It is critical that Buyers understand and accept that time frame before they make an offer. However, to avoid unnecessary costs, Buyers should wait on having a home inspection and an appraisal for the loan until after the bank has accepted the proposed terms of the short sale.

Disclaimers/Laws

Fair Housing and Civil Rights Laws:

In accordance with the Federal Fair Housing Laws, the Fair Housing Amendments Act (FHAA) of 1988 – Title VIII, THE HUDDLE REALTY GROUP and its agents do not participate in discrimination of any kind based upon; race, color, religion, sex, including gender identity and sexual orientation, or national origin. Nor do they participate in discrimination based upon familial status or handicapped status.

In every dealing with consumers, THE HUDDLE REALTY GROUP, their agents and staff will always treat all parties equally, will always encourage Buyers to live in whatever area they desire, will explain the law to the Sellers and will refuse to represent or employ any party that refuses to abide by the law.

THE HUDDLE REALTY GROUP practices Equal Opportunity in every aspect of their business operations.

Disabilities Act

The "Americans with Disabilities Act of 1990" was passed to afford civil rights protection to disabled Americans not previously provided for under Federal civil rights laws. THE HUDDLE REALTY GROUP, its agents and staff will not discriminate against people with any kind of disability. We make every effort to accommodate their needs.

Specifically mentioned in the definition of "disability" are persons who have AIDS. If our agents or staff is asked if anyone in the household has AIDS, the only answer acceptable is that, "People who have AIDS are protected by the Federal Disabilities Act and because they are, we cannot ask homeowners if anyone in the household has AIDS. And even, if by accident, we know that someone in the household has AIDS, it is against the law for us to disclose that fact."



Meghan's/Zachary's Law

Registration of Sex Offenders otherwise known as Megan's Law— "On May 17, 1996, Megan's Law was signed into federal law. As a result, local law enforcement agencies in all 50 US states must notify schools, day care centers, and parents about the presence of dangerous offenders in their area. By forming partnerships with legislators, law enforcement, the private sector, organizations and concerned citizens have a source to research the location of sex offenders.

In 1994, Indiana adopted Senate Bill 24, which requires offenders convicted of certain child sexual assault offenses to register with all local law enforcement authorities in the communities where they live for ten years following their release from custody, probation, or parole. The new law is known as Zachary's Law.

The law also directs the Indiana Criminal Justice Institute to compile a statewide registry containing information regarding certain convicted child sexual assault offenders. Information in the statewide registry is available beginning in January 1995 and is updated at least every six months.

Since Sellers may not be aware if a registered sex offender lives in the neighborhood, THE HUDDLE REALTY GROUP and its agents hereby advise concerned parties to research The Indiana Sheriff's Sex Offender Registry (www.indianasherriffs.org) which exists to inform the public of the identify, locations and appearance of sex offenders residing in Indiana. Your THE HUDDLE REALTY GROUP agent is not responsible for providing or verifying this information



AFFILIATED BUSINESS & REFERRAL DISCLOSURE

(Provided to Comply With Federal Law)

To: _____

From: The Huddle Realty Group

Property Address: _____

This is to provide you notice that The Huddle Realty Group has a business relationship with the companies described below.

N/A

The Huddle Realty Group, as professionals in the real estate industry, may provide references to our clients for various professions throughout a real estate transaction and beyond.

YOU ARE NOT REQUIRED TO USE ANY REFERRED VENDOR AS A CONDITION FOR THE SALE OF THE SUBJECT PROPERTY. THERE ARE FREQUENTLY OTHER VENDOR AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Acknowledgement

I/we have read this disclosure form and understand that any referrals by The Huddle Realty Group to me/us are merely referrals and The Huddle Realty Group has no invested interest in any of these companies.

Client: _____ Date: _____

Client: _____ Date: _____



The Huddle Realty Group General Office Policy Disclosure of Agency & Acknowledgement

General Office Policy, Disclosure of Agency:

In accordance with Indiana law, Indiana Code Section 25-34.1 et seq., The Huddle Realty Group states its office policies relating to Agency as follows:

1. The Huddle Realty Group will represent sellers in the sales of their real estate as the seller's agent. The Huddle Realty Group will cooperate with all licensed buyer's agents and will offer compensation through the Broker Listing Cooperative, MLS.
2. The Huddle Realty Group will represent buyers as a buyer's agent.
3. Sellers will be advised of the potential for limited agency at the time of signing a listing contract. Buyers will be advised of the potential for limited agency at the time of the first substantive meeting between The Huddle Realty Group and the buyer. The Huddle Realty Group will permit disclosed limited agency with the informed consent, in writing, of both the seller and the buyer.
4. The Huddle Realty Group will retain copies of all consummated transactions for no less than 5 years. The Huddle Realty Group provides each buyer and seller their own personal online portal to view all required documents pertaining to the specific transaction. This online portal will remain active to the buyer or seller for no less than 5 years.
5. In consideration for the services performed by The Huddle Realty Group a total commission, as specified in the listing contract, is due at time of closing. If you are a buyer, you agree to pay The Huddle Realty Group a Transaction Fee of \$199 due at the time of closing. The \$199 Transaction Fee, as reflected in the listing agreement and in this General Office Policy Agreement, is part of the overall commission paid to The Huddle Realty Group for general real estate services provided to you as the Client.

Acknowledgement:

The Huddle Realty Group Consumer Information Book is available at www.thehuddlerealtygroup.com.

I hereby acknowledge that I may review the Consumer Information Book at any time. Yes _____ No _____

Home Warranty Acceptance: (Choose the appropriate option)

Seller

- Seller: Seller Coverage shall be provided during the listing period and coverage shall be transferred to the purchaser upon closing. Seller agrees to pay the cost of the home warranty at the time of closing.
- Seller: Waiver of Coverage: I hereby decline the warranty plan which has been presented to me. I agree to hold the real estate broker and agent harmless in the event of a subsequent mechanical failure which otherwise may have been covered under the warranty plan.

Home warranties do not cover pre-existing defects in the property nor diminish the advisability of a professional home inspection(s) by a licensed professional.

Buyer



- Buyer: Buyer wants to include a home warranty in the purchase of a new home. Should seller not offer a home warranty to the buyer or agree to cover the cost of a home warranty the buyer agrees to pay for the home warranty.
- Buyer: Buyer wants to include a home warranty in the purchase of a new home IF the seller agrees to pay for the home warranty. IF the seller does not agree to pay for home warranty buyer waives coverage holding the real estate broker and agent harmless in the event of a subsequent mechanical failure which otherwise may have been covered under the warranty plan.
- Buyer: Waiver of Coverage: I hereby decline the warranty plan which has been presented to me. I agree to hold the real estate broker and agent harmless in the event of a subsequent mechanical failure which otherwise may have been covered under the warranty plan.

Home warranties do not cover pre-existing defects in the property nor diminish the advisability of a professional home inspection(s) by a licensed professional.

Client Signature Date

Client Signature Date

Client Printed Name

Client Printed Name