

NOTICE OF AGENCY RELATIONSHIP

When working with a real estate agent in buying or selling real estate West Virginia Law requires that you be informed of whom the agent is representing in the transaction.

The agent may represent the seller, the buyer, or both. The party represented by the agent is known as the agent's principal and as such, the agent owes the principal the duty of utmost care, integrity, honesty and loyalty.

Regardless of whom they represent, the agent has the following duties to both the buyer and the seller in any transaction:

- Diligent exercise of reasonable skill and care in the performance of the agent's duties.
- A duty of honest and fair dealing and good faith.
- Must offer all property without regard to race, color, religion, sex, ancestry, physical or mental handicap, national origin or familial status.
- Must promptly present all written offers to the owner.
- Provide a true legible copy of every contract to each person signing the contract.

The agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

Should you desire to have a real estate agent represent you as your agent, you should enter into a written contract that clearly establishes the obligations of both parties. If you have any questions about the roles and responsibilities of a real estate agent, they can provide information upon your request.

In compliance with the West Virginia Real Estate License Act, all parties are hereby notified that:

(printed name of agent) Gwen Samms, affiliated with

(firm name) Better Homes and Gardens Real Estate Central (TV), is acting as agent of:

- The Seller, as listing agent or subagent. The Buyer, as the buyer's agent.
 Both the Seller and Buyer, with the full knowledge and consent of both parties.

CERTIFICATION

By signing below, the parties certify that they have read and understand the information contained in this disclosure and have been provided with signed copies prior to signing any contract.

<u>Paul Ronald Robinson</u>	<u>10/03/2023</u>	Buyer	Date
Seller Paul Ronald Robinson	Date	Buyer	Date
Seller	Date	Buyer	Date
Seller	Date	Buyer	Date

I hereby certify that I have provided the above named individuals with a copy of this form prior to signing any contract.

Agent's Signature Gwen Samms
Gwen Samms

Date October 2, 2023

WV Real Estate Commission
300 Capitol Street, Suite 400
Charleston, WV 25301
304.558.3555
<http://rec.wv.gov>

This form has been promulgated by the WVREC for required use by all West Virginia real estate licensees.

Revised - 09, 2017

Better Homes and Gardens Real Estate Central (TV), 87 Chase Drive Hurricane WV 25526
Phone: (304) 419-7600 Fax: (304) 722-7273 Gwen Samms

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15045 MacCorkle

Consent To A Disclosed Limited Dual Agency



Property Address:

15045 MacCorkle Ave, Cabin Creek, WV 25035

Seller(s): Paul Ronald Robinson Listing Agent: Gwen Samms

Purchaser(s): _____ Purchaser Agent: _____

As a seller client signs this form, they are permitting Better Homes and Gardens® Real Estate Central to act in a Disclosed Limited Dual Agency capacity. For that reason, we have permitted an agent of BHGREC to show the seller's property to a purchaser client. The purchaser is now interested in negotiating to purchase the seller's property. Now that we are in an actual Dual Agency situation, WITH CONTINUED PERMISSION FROM THE SELLER(S) AND PERMISSION FROM THE PURCHASER(S), AS SHOWN BY SIGNATURES BELOW, BHGREC WILL CONTINUE TO REPRESENT BOTH SELLER(S) AND PURCHASER(S) AS CLIENTS. In order to facilitate the transaction between our clients, we will practice what is known as Disclosed Limited Dual Agency.

THE SERVICES BHGREC WILL PROVIDE TO BOTH SELLER AND PURCHASER CLIENTS

We will:

treat both fairly and equally in all matters.	respond accurately to all relevant questions concerning the sale and purchase of the above noted property.
as required by WV state law, disclose all material facts about the property, including hidden defects.	act as a source of information concerning financing options, closing procedures and similar matters.
when requested, help arrange for any inspections that may be desired by either party.	assist in preparation of all offers and counteroffers, presenting each in an unbiased manner.
act as mediator and make recommendations for compromise if a dispute or impasse arises.	work diligently to facilitate the sale and reach closing.
advise when experts should be retained for the protection of all parties.	provide information from the MLS on comparable properties that have closed.

ITEMS BHGREC WILL NOT DO

Aggressively represent the interests of either party to the detriment of the other.	Suggest a price or specific terms for the purchaser to offer or the seller to accept.
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ITEMS THAT WILL REMAIN CONFIDENTIAL

The price the seller is willing to accept or that the purchaser is willing to pay.	Any information that would adversely affect either party and/or their negotiating position.
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RESPONSIBILITIES OF CLIENTS

Make your own decisions as to what terms and price is acceptable to you as a purchaser or seller.	Use your own judgement or seek legal counsel before executing this consent.
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This agreement is intended to apply only to the property at the address shown above. Upon termination of the negotiation, BHGREC will resume its services to the purchaser and seller as clients in accordance with any Exclusive Listing or Buyer's Agency Agreement previously executed by the parties. BHGREC is entitled to only one commission for this sale. Our fee will be paid from the transaction, according to the commission set out in the Exclusive Listing Agreement with the amount being deducted from the seller's gross proceeds. This should be taken into account when making and accepting offers.

		<i>Paul Ronald Robinson</i>	10/03/2023
Purchaser	Date	Seller	Date
		Paul Ronald Robinson	
Purchaser	Date	Seller	Date