

# 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) Stacy Wilson affiliated with  
(firm name) Better Homes and Gardens Real Estate Central 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>Clint</u> | <u>Wright</u> | <u>6/5/24</u> | _____ | _____ |
| Seller       |               | 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.

WV Real Estate Commission  
300 Capitol Street, Suite 400  
Charleston, WV 25301  
304.558.3555  
<www.wvrec.org>

Agent's Signature

Stacy Wilson

Date \_\_\_\_\_



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

# Consent To A Disclosed Limited Dual Agency



Property Address:

12 Kraft Street Buckhannon WV 26201

Seller(s): Clint Wyatt

Listing Agent: Stacy Wilson

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. |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|

## 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. |
|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|

## 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. |
|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|

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.

Clint Wyatt  
Purchaser

6-5-24  
Date

\_\_\_\_\_  
Seller

Date

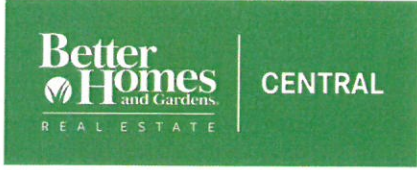
\_\_\_\_\_  
Purchaser

Date

\_\_\_\_\_  
Seller

Date

Property Address: 12 Kraft Street  
Buckhannon, WV 26201



**Information for Potential Purchaser**

(Provided by the Seller)

|                                                                                                                                   |                                                                                                                           |                                                                                                                                                                                   |                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| How long have you lived in the home?                                                                                              | When was the home built?<br><u>2000</u>                                                                                   | Name of the builder:                                                                                                                                                              | Is the property in city limits: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                     |
| Do we have permission to disclose the reason you are moving: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |                                                                                                                           | If yes, please explain:<br><u>Time to retire</u>                                                                                                                                  |                                                                                                                                                         |
| Would you consider owner financing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                           |                                                                                                                           |                                                                                                                                                                                   |                                                                                                                                                         |
| <b>Homeowners Association (HOA)</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                           | If Yes, Monthly or Annually \$                                                                                            | <b>Covenants/Restrictions</b> provided <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                        | (Purchaser should obtain & review a copy prior to making offer)                                                                                         |
| <b>Right of Way/Easement</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                  | If Yes, please explain: <u>85 ft</u>                                                                                      |                                                                                                                                                                                   |                                                                                                                                                         |
| <b>Who maintains the road:</b>                                                                                                    | <input type="checkbox"/> HOA <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> State | <u>Private</u>                                                                                                                                                                    |                                                                                                                                                         |
| Is there a road maintenance agreement in place: <input type="checkbox"/> Yes <input type="checkbox"/> No                          |                                                                                                                           |                                                                                                                                                                                   |                                                                                                                                                         |
| <b>Is the property currently:</b><br><input type="checkbox"/> Vacant<br><input checked="" type="checkbox"/> Occupied              | If vacant, how long                                                                                                       | <b>What tax class is your property taxed at:</b><br><input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4<br><input type="checkbox"/> Homestead Exempt | (Taxes are assessed on July 1st each year. It can take 18 months for your taxes to be re-classed after the sale. Taxes will go up or down accordingly.) |
| <b>Is the property in a flood zone:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                       | If yes, what is the annual premium: \$                                                                                    | Name of the insurance company:                                                                                                                                                    |                                                                                                                                                         |
| Name and distance of the nearest <b>Fire Department:</b><br><u>1/2 mi</u>                                                         |                                                                                                                           | Where is the nearest fire hydrant located:<br><u>500 ft</u>                                                                                                                       |                                                                                                                                                         |
| Have you had any claims against your <b>Homeowners Insurance Policy:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No |                                                                                                                           | If yes, please explain:                                                                                                                                                           |                                                                                                                                                         |
| <b>Utility Information:</b>                                                                                                       |                                                                                                                           |                                                                                                                                                                                   |                                                                                                                                                         |
|                                                                                                                                   | Supplier                                                                                                                  | Average \$/month                                                                                                                                                                  |                                                                                                                                                         |
| Gas                                                                                                                               |                                                                                                                           | \$                                                                                                                                                                                |                                                                                                                                                         |
| Electric                                                                                                                          |                                                                                                                           | \$                                                                                                                                                                                |                                                                                                                                                         |
| Water                                                                                                                             |                                                                                                                           | \$                                                                                                                                                                                |                                                                                                                                                         |
| Sewer                                                                                                                             |                                                                                                                           | \$                                                                                                                                                                                |                                                                                                                                                         |
| Refuse                                                                                                                            |                                                                                                                           | \$                                                                                                                                                                                |                                                                                                                                                         |

What updates or improvements have you made while you owned the home: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Chris Weyant 6-5-24 \_\_\_\_\_  
 Seller Date Seller Date

**SEWAGE DISPOSAL SYSTEMS DISCLOSURE**

PROPERTY ADDRESS 12 Kraft Street Buckhannon, WV 26001

What year was the system installed? \_\_\_\_\_

What type of system is it? Septic , Aerator (surface discharge\*) \_\_\_\_\_, Aerator (with leach field) \_\_\_\_\_, Other \_\_\_\_\_ please describe:

\* If aerator (surface discharge) the DEP & local Health Dept. requires you have a yearly service maintenance agreement with a certified septic company. Please provide copy serviced every 2 yrs

Do you have a copy of the permit issued by the county health department? Yes \_\_\_\_\_ No \_\_\_\_\_  
If not, contact the appropriate health department to provide copy, below are a few of the counties contact information.

Kanawha 348-8050 Cabell 523-6483 Putnam 757-2541 Lincoln 824-3330 Jackson 372-2634 Mason 657-3050

Has your system been improved since installation? Yes \_\_\_\_\_ No  If yes, Please provide copy

Have you added any bedrooms to your home since the sewage disposal system was installed? Yes \_\_\_\_\_ No  If so, did you improve your sewage system and obtain a permit from the health department? Yes \_\_\_\_\_ No \_\_\_\_\_ Please provide copy.

Does the number of bedrooms in your home match the number noted on your last health department septic permit? (If the number of bedrooms exceeds that noted on your permit you may be required to update your system.)

Even if you have public water, do you have a well on your property or is any part of your water provided by a well? Yes \_\_\_\_\_ No  Please describe \_\_\_\_\_

Is all plumbing/drainage water discharged through your sewage disposal system? Yes \_\_\_\_\_ No \_\_\_\_\_ {Often washing machines, utility sinks and other (gray water) sources are not tied into the homes sewage disposal systems}. If this is the case, please describe. \_\_\_\_\_

When was your septic tank, last pumped out? Month \_\_\_\_\_ Year \_\_\_\_\_

Is your home vacant? Yes \_\_\_\_\_ No  Will you move out before the home is sold? Yes \_\_\_\_\_ No \_\_\_\_\_ Business

**Problems you may run into before we close the sale on your home:**

Before the health department can accurately test your system, your home must be occupied for a minimum of 30 days. If vacant at time of sale the health department may do a pretest but will not provide a clear certificate until it is re-tested after someone has been living in the home for at least 30 days. The lender will require that one and one half (1 1/2) the estimated cost to install a new system for you home is held in escrow by the closing attorney. This dollar amount will first be paid to the septic company with the remainder paid to you once the needed installation is completed

**If the above is needed and the funds are not available from the sale of your home will you be able to cover the escrow dollars required?**  
Yes \_\_\_\_\_, No \_\_\_\_\_

If you are unable to locate health department permits regarding your home's sewage disposal system, the health department may require additional testing be conducted: New perk test, unearthing your system for visual inspection, etc. Additional testing may cause delays in closing the sale of your home and will add cost to selling your home.

If you have your system tested prior to obtaining a sales contract the lender or the purchaser may require a more recent test prior to closing the sale. For example WV Housing and FHA loans require the test be 90 days or less at time of closing.

**If your system fails health department testing at any time, please be aware the lender and/or the health department may require your system be upgraded or replaced in order to meet health department standards.**

Seller Chit Wergatt Date 6-5-24 Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_ Purchaser \_\_\_\_\_ Date \_\_\_\_\_