

Enjoy the Convenience of One-Stop Shopping



I/we understand that working with Howard Hanna entitles me/us to the professional services of a Howard Hanna Mortgage Loan Originator. **Howard Hanna Mortgage Services offers:**

- **Timely Pre-Approvals**
- **Highly competitive mortgage programs**
- **Our Exclusive *Buy Before You Sell* Mortgage Programs**
- **Comprehensive Insurance Services through Howard Hanna Insurance**
- **Escrow and Title Services through Barristers of Ohio**

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- I/we would like to receive a call or meet with a Howard Hanna Mortgage Loan Originator to discuss the best mortgage options available.
- I/we have already begun working with a Howard Hanna Mortgage Loan Originator.

*I/we hereby acknowledge receipt of Howard Hanna's
Consumer Guide to Agency Relationships.*

Name (please print)

--

Signature

Date

Name (please print)

--

Signature

Date

REALTOR® Name (please print)

Client(s) Phone Number / Email Address

Acknowledgment



Howard Hanna Consumer Guide to Agency Relationships

Howard Hanna and all other Ohio real estate brokerages are required by Ohio law to provide you with certain information about how real estate agents work as described below and to have you acknowledge receipt of this information. THIS IS NOT A CONTRACT AND DOES NOT OBLIGATE YOU TO HOWARD HANNA IN ANY WAY.

We are pleased that you have selected Howard Hanna to help you with your real estate needs. Whether you are selling, buying, or leasing real estate, Howard Hanna will provide you with the highest standards of expertise and assistance.

Because buying or selling a home may be your largest financial transaction, it is important to understand the roles of the agents and brokers with whom you will be working. The information below explains how brokerages and agents work for buyers and sellers in real estate transactions. For more information on agency law in Ohio, you also may contact the Ohio Division of Real Estate and Professional Licensing at (614) 466-4100 or at www.com.state.oh.us.

Seller Agency: Most sellers choose to list their homes for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money that they handle in the transaction. Howard Hanna does not offer subagency, which means that it does not authorize any agents to act on a Seller's behalf unless the Seller specifically appoints that agent.

Buyer Agency: Buyers typically choose to work with a real estate agent. Buyers often want to be represented in the transaction as well. This is known as buyer agency. A brokerage and an agent that agree to represent a buyer's interests must follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money that they handle in the transaction. Buyers are advised that sellers and their agents are not obligated to keep confidential the existence, terms or conditions of a buyer's offer.

Howard Hanna and its agents cannot and do not (a) review all public records relating to properties that are listed or sold by them; or (b) investigate property information contained in prior listing and/or sales files, either within the company or other brokerages. Buyers are advised to investigate the physical condition of the property and all public records to determine its condition and suitability before purchasing it.

Dual Agency: Occasionally the same agent and brokerage that represent the seller also represent the buyer in a transaction. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the other client, nor disclose any confidential information to the other party without written consent.

In-Company Split Agency: On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, each agent will represent the best interests of their respective clients. When this occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate the position of one client over another. The brokerage also will protect the confidential information of both parties.

Working with Howard Hanna: Howard Hanna represents both buyers and sellers. Therefore, it is possible for one agent to represent a buyer who wishes to purchase property listed with another Howard Hanna agent (in-

company split agency). If this occurs, then each agent will represent her or his own client, but Howard Hanna and its managers will act as dual agents. This means that the brokerage and its managers will maintain a neutral position and not take any action that favors one client over the other. Howard Hanna will supervise both agents to ensure that their respective clients are being represented and will protect each party's confidential information.

If the buyer and seller are represented by the same agent, then that agent and Howard Hanna will act as dual agents, but only if both parties agree. As dual agents, they will treat both parties honestly, prepare and present offers at the parties' direction, and help the parties to understand their contractual obligations. They will not, however, disclose any confidential information that would place one party at an advantage over the other, or advocate or negotiate to the detriment of either party.

If dual agency occurs, then you will be asked to consent to it in writing. If you do not agree to dual agency, then you may ask for another agent in Howard Hanna to represent you, or you may seek representation from an attorney or another brokerage. As a buyer, you may choose to represent yourself on properties that Howard Hanna has listed. In this case, Howard Hanna will represent the seller and you would represent your own best interests. However, the listing agent will still be able to provide you with non-confidential information, prepare and present offers at your direction and assist you in the financing and closing process. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know. A Howard Hanna licensee who holds an open house on behalf of a Howard Hanna seller's listing agent will be considered a "host" and not the seller's agent unless it is agreed to in writing or otherwise required by law.

Working with Other Brokerages: When Howard Hanna lists a property for sale, it also cooperates with and offers compensation to other brokerages that represent buyers. Howard Hanna reserves the right, in some instances, to vary the compensation that it offers to other brokerages. As a seller, you should understand that Howard Hanna's sharing of a fee with the brokerage representing the buyer does not mean that you will be represented by that brokerage. Instead, the buyer's brokerage and agent will be obligated to advance the buyer's interests and Howard Hanna will represent your interests. When acting as a buyer's agent, Howard Hanna also accepts compensation offered by the listing broker. If the property is not listed by another broker, or the listing broker does not offer compensation, then Howard Hanna will attempt to negotiate for a Seller-paid fee.

Compensation for Brokerage Services: If you are a seller whose property is listed for sale through Howard Hanna, at closing you will be charged the fee for brokerage services that is described in your *Exclusive Right To Sell Agreement* with Howard Hanna. If you are a buyer, you will be charged \$225.00 as commission at closing for the brokerage services that Howard Hanna provides to you either as a buyer's agent or as a dual agent. That buyer's brokerage fee will be charged to you only in the event that you purchase a property through Howard Hanna.

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. 3601, as amended, 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.

We hope that you find this information helpful as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an *Agency Disclosure Statement* that specifically identifies the role of the agents and brokerage(s). Please ask questions if there is anything that you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to acknowledge receipt of this Consumer Guide. Your "*Acknowledgment of Receipt*" of this Consumer Guide is not a contract and does not obligate you to Howard Hanna in any way.



AFFILIATED BUSINESS ARRANGEMENT
DISCLOSURE STATEMENT



To: _____

From: **Howard Hanna**

Property: _____

Date: _____

This is to give you notice that Howard Hanna has a business relationship with Howard Hanna Mortgage Services (“HHMS”) for mortgage financing, Howard Hanna Insurance Services, Inc. (“HHIS”) for insurance, Barristers of Ohio, LLC (“Barristers”) for title, escrow and closing services, and Great Lakes Field Services, LLC (“GLFS”) for surveying. Howard Hanna and the above-referenced providers have the same parent company, Hanna Holdings, Inc. (“Holdings”). Holdings owns 100% of HHMS, 100% of HHIS, 84% of Howard Hanna, 49% of GLFS, and 49% of Barristers. Because of this financial relationship, this referral to the above-referenced settlement service providers may provide Howard Hanna a financial or other benefit.

Set forth below are the estimated charges or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition of the settlement of your loan or for the purchase, sale, or re-finance of a property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS 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.

HHMS is a HUD-approved mortgage lender. Fees normally charged by HHMS may include an origination fee (which is listed as a percentage of the loan amount), discount points (which accompany the interest rate you choose and which are listed as a percentage of the loan amount), processing and underwriting fees, and other charges associated with obtaining a mortgage from HHMS. The estimated fees are listed below, but may vary depending on the loan product you select.

Loan Origination Fee	0-1% of Loan Amount
Points	0-6% of Loan Amount
Commitment Fee	\$0.00 to \$500.00
Underwriting Fee	\$275.00 to \$375.00
Advance Equity Application Fee	\$500.00 to \$900.00
Document Preparation Fees	\$275.00 to \$375.00
Processing Fee	\$375.00 to \$500.00
Tax Service Fee	\$0.00 to \$85.00
Misc Fee (tax transcripts, VOE, etc)	\$20.00 to \$135.00

A lender is allowed, however, to require the use of certain settlement service providers, which is explained and disclosed in your **Addendum to Good Faith Estimate**.

Barristers is a title, escrow and settlement company. It charges title and settlement fees to both the buyer(s) and seller(s). These estimated fees are listed below. Title Insurance fees on purchases range as follows:

Owner Fee Title Insurance fees on purchases up to \$80,000.00 have a minimum cost of \$175.00 and Enhanced Coverage of \$200.00
On the excess over \$100,000:

	<i>Basic Coverage Per thousand</i>	<i>Enhanced Coverage Per thousand</i>
\$80,001 - \$150,000	\$5.75	115% of Owners Fee
\$150,001 - \$250,000	\$4.50 + \$187.50	115% of Owners Fee
\$250,001 - \$500,000	\$3.50 + \$437.50	115% of Owners Fee
\$500,001-\$9,000,000	\$2.75 + \$812.50	115% of Owners Fee

Settlement Fee (Based on purchase price)	\$175.00 - \$600.00
Title Endorsement Fees	\$200.00 to \$350.00
Closing Protection Letter Fee	\$35.00 - \$85.00
Title Charges	\$100.00 - \$600.00

Howard Hanna Insurance Services. Insurance premiums vary with the amount of coverage. Policies for homes from \$50,000 to \$250,000 range from \$400.00 to \$1,800.00.

Great Lakes Field Services. Fees for mortgage location surveys vary with the size of the lot being transferred. Fees for mortgage location surveys range from \$160.00 to \$500.00.

ACKNOWLEDGMENT

I/We have read this disclosure form and understand that Howard Hanna (a subsidiary of Holdings) is referring me/us to purchase the above-described settlement service(s) from HHMS, HHIS, Barristers and GLFS and may receive a financial or other benefit as a result of this referral.

SELLER Date

BUYER Date

SELLER Date

BUYER