



October 11, 2008

OFFICE AGENCY POLICY

SINGLE AGENCY RELATIONSHIPS:

BAKER REALTY GROUP conducts all brokerage activity through T.L. BAKER CO., Inc. ("BROKER"). BROKER is licensed by the State of Indiana as a real estate corporation, to provide real estate brokerage services to a ("CLIENT") for consideration. The relationship between the BROKER (agent) and its CLIENT (principal) may be:

Agent of a Seller (or Landlord) **-OR-** Agent of a Buyer (or Tenant)

BROKER will **not** engage in "Limited" or "Dual" Agency (agent of both parties to a transaction).

AGENCY UNDERSTANDING:

INDIANA Real Estate License 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 without compensation.

BROKER owes duties **only** to its CLIENT of: trust, loyalty, confidentiality, accounting and disclosure. All representations made by BROKER are made as the agent of its CLIENT. BROKER shall disclose to its CLIENT any information that would affect CLIENT's ability to obtain the best price and most favorable terms.

However, BROKER shall deal honestly and not knowingly give false information to either party. BROKER shall disclose to both parties any adverse material facts or risks actually known by BROKER concerning the physical condition of the Property and facts required by statute, rule, or regulation to be disclosed.

COMPENSATION:

CLIENT promises to pay the BROKER a valuable consideration, or agrees that BROKER shall receive a valuable consideration from another person, should BROKER produce a seller, buyer, landlord or tenant ready, willing and able to sell, buy or rent real estate.

T.L. BAKER CO., Inc. may be compensated by its CLIENT, or other parties or brokers associated with a transaction, as expressly agreed upon in writing, without creating or terminating an agency relationship. **T.L. BAKER CO., Inc.** may share compensation with other brokers who may represent parties to the transaction whose interests may be the same, different, or even adverse.

FEES SHALL BE IN WRITING:

T.L. BAKER CO., Inc. may engage an Owner under the terms of an exclusive listing agreement **-OR-** may engage a Buyer/Tenant as its appointed agent. An agreed upon Fee shall be reduced to writing between CLIENT and BROKER **-OR-** BROKER may separately negotiate a written Fee Agreement with the other party to the transaction with full disclosure.

NON-LISTED PROPERTY OR FSBO PROPERTY RELATIONSHIPS:

T.L. BAKER CO., Inc. will **not** engage the Owner of a non-listed property as its agent without a written understanding. Unless a written understanding is acted upon by BROKER, the procuring BROKER shall be engaged as the agent of the Buyer/Tenant. BROKER may represent the FSBO Owner only under the terms of an express, written authorization as fully disclosed to all parties.