Ohio Department of Commerce
Division of Real Estate & Professional Licensing

Appendix
1301:5-5-30

WAIVER OF DUTIES STATEMENT

Pursuant to ORC 4735.621

To Be Used when Certain Duties are Waived by the Client

REQUIRED DUTIES:

After entering into an agency relationship, a real estate licensee (meaning a licensed broker or salesperson) is considered a "fiduciary" of the client. This means the licensee will use his or her best efforts to further the interests of the client. Under Ohio law, these fiduciary duties may not be waived. The client's real estate licensee must:

- Exercise reasonable skill and care in representing the client and carrying out the responsibilities of the agency relationship;
- Perform the terms of any written agency agreement;
- Follow any lawful instructions of the client;
- Be loyal to the interest of the client;
- Comply with all requirements of Ohio real estate licensing laws and other applicable statutes, rules, and regulations, including state and federal fair housing laws;
- Disclose any material facts of the transaction of which the licensee is or should be aware;
- Advise the client to obtain expert advice related to material matters when necessary or appropriate;
- Account in a timely manner for all moneys and property received in which the client has or may have an interest; and
- Keep all confidential information confidential, unless permitted to disclose the information pursuant to ORC 4735.74(B). This includes the duty to not disclose confidential information to any licensee who is not an agent of the client.

DUTIES THAT MAY BE WAIVED:

Under Ohio law, a real estate licensee is required to perform additional duties for his or her client unless these duties are waived by the client. By signing below, the client agrees that the real estate licensee will not perform the duties initialed (only initial the duties waived)

Sellers may waive:	**Initial If Waived:**
• Seeking a purchase offer at a price and with terms acceptable to the seller	_____ _____
• Accepting delivery of and presenting any purchase offer to the seller in a timely manner, even if the property is subject to a contract of sale, lease, or letter of intent to lease	_____ _____
• Answering the seller's questions and providing information to the seller regarding any offers or counteroffers	_____
• Assisting the seller in developing, communicating, and presenting offers or counteroffers	_____
• Answering the seller's questions regarding the steps the seller must take to fulfill the terms of any contract (within the scope of knowledge required for real estate licensure)	_____
Buyers may waive:	
• Seeking a property at a price and with purchase or lease terms acceptable to the buyer	_____
• Presenting any offer to purchase or lease to the seller or the seller's agent in a timely manner and accepting delivery of and presenting any counteroffers to the buyer	_____
• Answering the buyer's questions and providing information to the buyer regarding any offers or counteroffers	_____
• Assisting the buyer in developing, communicating, and presenting offers or counteroffers	_____
• Answering the buyer's questions regarding the steps the buyer must take to fulfill the terms of any contract (within the scope of knowledge required for real estate licensure)	_____

Agreement to Waive

By signing below, I agree that the real estate licensee who represents me will not perform the duties that are initialed above. I also understand that in any proposed real estate transaction, no other real estate licensee is required to perform the waived duties unless I subsequently hire them to do so, and realize that I may need to hire other professionals such as an attorney.

Seller or Buyer Date

Real Estate Broker or Salesperson Date

Seller or Buyer Date

Brokerage Name