



A Guide To Agency Relationships

I. TYPES OF AGENCY

Seller/Lessor Agency: As a seller/lessor agent, the licensee and all licensees of the brokerage work exclusively for the seller/lessor and must act in the seller's/lessor's best interest. All confidential information relayed by the seller/lessor must be kept confidential except that a licensee must reveal known material defects about the property.

Buyer/Lessee Agency: As a buyer/lessee agent, the licensee and the licensee's brokerage work exclusively for the buyer/lessee and must act in the buyer's/lessee's best interest. All confidential information relayed by the buyer/lessee must be kept confidential except that a licensee must reveal known material defects about the property.

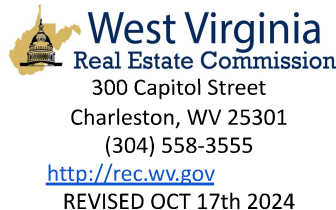
Dual Agency: Dual Agency arises when the same brokerage represents the Seller and the Buyer in the same transaction.

- a. **Disclosed Limited Dual Agency** - licensees acting as a disclosed limited dual agent requires that the licensee of the clients may not advocate for either or both clients but must remain neutral.
- b. **Disclosed Designated Dual Agency** - licensees acting as disclosed designated dual agents are designated by the Broker, one to represent only the interests of the Seller and one to represent only the interests of the Buyer. The broker is a disclosed dual agent.

Unrepresented Party (customer): From time to time in a real estate transaction a party will not be represented by a licensee, but will otherwise interact with a licensee. This party is known as an unrepresented party (customer) and a licensee owes an unrepresented party (customer) the duties of good faith and fair dealing. An unrepresented party (customer) is not a client or prospective client. If you elect to be an unrepresented party (customer) to a listing contract or purchase transaction, take the steps necessary to protect your best interests. If the other party is represented by a licensee, you may be at a disadvantage in the transaction due to the skill and experience of that licensee.

II. WORKING WITH REAL ESTATE TEAMS

Real Estate Teams: Teams are defined as a group of more than one licensee working together who are affiliated with the same principal broker, led by a team leader, and representing themselves to the public utilizing the same authorized alternate or assumed name to brand, advertise, and broker real estate. A team does not operate independently of the principal broker or agency law and must not represent themselves as a separate brokerage providing real estate brokerage services. Make sure you understand who specifically is representing you as a licensee if you choose to work with a team.





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III. EXPECTATIONS OF SERVICE

Customer level duties owed to either a seller/lessor or buyer/lessee when working with a real estate licensee are:

- Perform necessary and customary acts to assist you in the purchase or sale of property.
- Perform these acts with honesty, good faith, reasonable skill, and care.
- Properly account for money or property you place in the care and responsibility of the real estate brokerage.
- Disclose all material facts of which the licensee has knowledge.

Client level duties owed to either a seller/lessor or buyer/lessee when working with a real estate licensee are:

- Perform the terms of the written agreement.
- Exercise reasonable skill and care.
- Promote your best interests in good faith, honesty, and fair dealing.
- Maintain the confidentiality of your information, including bargaining information, even after the representation has ended.
- Properly account for money or property you place in the care and responsibility of the real estate brokerage.
- Assist you in negotiating an acceptable price and other terms and conditions for the transaction.
- Disclose all material facts of which the licensee has knowledge.
- Be available to receive and present written offers and counter-offers to you or from you.

Rampnasad Guruanathan 01/07/2026, 03:21:21 PM EST
Consumer Signature

Date

Consumer Signature

Date

Jonathan Adam Shively 01/07/2026, 03:11:47 PM EST
Licensee Signature

Date

___ Check here if team names are attached.



Jefferson County Sheriff's Tax Office • 110 N. George Street • • Charles Town, WV 25414
(304) 728-3220

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Jefferson County Real Property - Tax Year: 2025

Ticket Number: 0000016412

Account Number: 00011071

District: 04 - HARPERS FERRY DIST

More Info: [Details](#)

Owner Name: WVW GENERAL PARTNERSHIP In Care of: MILESTONE PROPERTIES JEFF CO Address: 11401 HIGHLAND FARM CT POTOMAC MD 20854 <i>RG</i> Lending Inst:		Property: TRACT 1-A (2.17 AC) PERKINS Map: 11 Parcel: 0001 0002 0000 Lot Size: Acreage: Book: 609 Page: 143			
Tax Class: 3	Exemption:	Back Tax:	Exoneration:	Prior Delinquents:	Special Disposition:

DUE: First Half: none due Second Half: none due Total Due: none due

ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	104200	104200	
Building	699100	699100	
Total	803300	803300	9334.35

PAYMENTS RECEIVED:

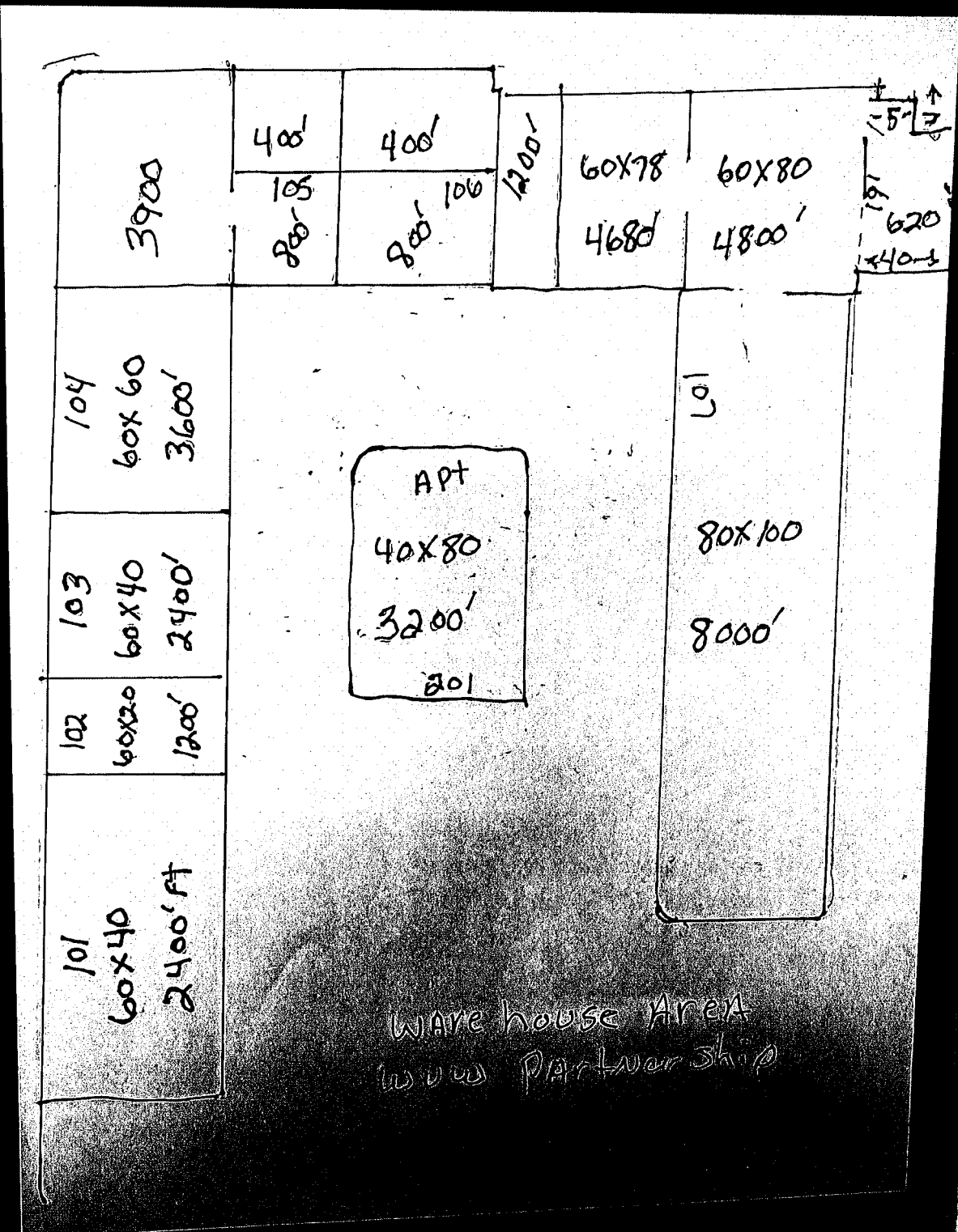
	First Half	Second Half
Net	9334.35	9334.35
Discount	233.36	233.36
Interest	.00	.00
Total	9100.99	9100.99
Date	08/24/2025	08/24/2025

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RG

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RG

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

For the sale of Property at: 197 Halltown Rd, Harpers Ferry, WV 25425

SELLER REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Seller initial ONE of the following and state Year Constructed): 1988

- RG _____ Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.)
- _____ Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
- _____ Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

Lead Warning Statement. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

II. Seller Disclosure (each Seller complete items 'a' and 'b' below)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 - (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____
 - (ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the Seller (check (i) or (ii) below):
 - (i) _____ Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____
 - (ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

III. Purchaser Acknowledgment (each Purchaser initial and complete items c, d, e and f below)

- c. _____ Purchaser has read the Lead Warning Statement above.
- d. _____ Purchaser has received copies of all information listed above. _____ (If none listed, initial here.)
- e. _____ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
- f. _____ Purchaser has (each Purchaser initial (i) or (ii) below):
 - (i) _____ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
 - (ii) _____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards

IV. Agent's Acknowledgment (initial item 'g' below)

g. JAS _____ Listing and Selling Sales Associates are aware of their duty to ensure compliance with 42 U.S.C. 4852d. These Associates have informed the Seller and the Purchaser of their obligations under this law as evidenced by the Seller and the Purchaser having completed this form.

V. Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Rampnasad Guruanathan _____
Seller Date 01/07/2026

Purchaser Date

Seller Date

Purchaser Date

Jonathan Adam Shively _____
Agent Date 01/07/2026

Agent Date

Broker/Agent **Samson Properties/Jonathan Adam Shively** Date **01/07/2026**

Client **Milestone Properties In Jefferson LLC** Seller Client Landlord Client

What is Bright MLS?

Bright runs the largest, most accurate, up-to-date database of properties for sale and rent in the area, creating an open, transparent market for information about available homes. Most websites and apps get their information from Bright’s multiple listing service (MLS). For more information, go to BrightMLS.com/Open.

How does Bright MLS work?

Impartial Cooperation Among Agents and Brokers: Bright supports an open, transparent market for property information by requiring subscribers (licensed agents and brokers) to cooperatively share information about all available properties and make them available to subscribers in the area on an impartial basis.

Open, Transparent Access to Information: You and your broker decide on the information, pictures, and price submitted to Bright for your home. Bright checks it for accuracy, enhances it with historical records, and shares it (for free) with 100,000+ brokers/agents and thousands of sites and apps. Bright charges you nothing; subscribers pay a flat subscription fee.

What do I need to know about broker fees? What your broker may earn, and what you may pay, must be agreed in a contract by the time you (seller/landlord) sign a listing agreement, or you (buyer/tenant) are taken on a home tour. **Those amounts are not set by law, trade association, or Bright; they are fully negotiable.**

Subscribers must work impartially with their clients and other subscribers, in their client’s best interest, regardless of any financial arrangement with another broker, which may not be communicated using Bright’s system and must be disclosed in writing to their client.

A buyer/tenant may ask in a purchase offer for a seller/landlord to cover closing costs, including broker fees. If you are a seller/landlord, you may choose to agree to cover a buyer’s closing costs or service provider fees (e.g., title, broker or lawyer fees) or provide other concessions.

RQ Seller/Landlord client initials to acknowledge understanding of the above

As the seller/landlord, how will my broker use Bright MLS to market my home?

1. When will your broker allow potential buyers/renters to learn about the property?

Date **01/07/2026** Property address **197 Halltown Rd, Harpers Ferry, WV 25425**

Subscribers must submit information to Bright about every property with an exclusive listing within two days of allowing any potential buyers or renters to learn about the property.

2. How will your broker use Bright? (Check one applicable option)

2-A Active: Use Bright to share my home’s information with the open market (Internet: Yes)
 Bright will share the property’s information with other subscribers and popular websites/apps. You and your broker still manage access to the home (use option 2-C if tours/showings/open houses are not yet available when information must be submitted to Bright).

2-B Active: Use Bright to share my home’s information with real estate professionals in Bright’s MLS only, and do not publicly market my home on the Internet (Internet: No)
 Your broker may select not to have your property’s information shared with websites/apps. You and your broker still manage access to the home (use option 2-C if tours/showings/open houses are not yet available when information must be submitted to Bright).

2-C: My home is ready for marketing, but will be ready for showings beginning on:
 The property will be “Coming Soon” in Bright until ready for home tours/showings/open houses, and then “Active” once any of those begin. **If option 2-C is selected, select:**
 Internet: Yes (Use Bright to share my home’s information with the open market)
 Internet: No (Use Bright to share my home’s information with real estate professionals in Bright’s MLS only)

2-D: I do not want my home on the open market: Restrict marketing only to my broker’s network
 Studies show that homes publicly marketed through Bright’s MLS typically sell for significantly more than homes marked as “off MLS,” “off market,” “private” or “exclusive.” And most homes that start with restricted marketing find a buyer only once marketed through the MLS to the open market. If you want to instruct your broker to restrict marketing, then you must sign Bright’s separate **Limited Marketing/Office Exclusive form** and follow its policies.