



# 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.

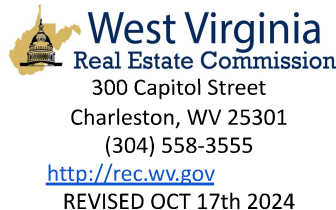
**Dual Agency:** Dual Agency arises when the same brokerage represents the Seller and the Buyer in the same transaction.

- 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.

*Kody Davis*

06/03/2026, 05:06:00 PM EDT

Consumer Signature

Date

Consumer Signature

Date

*Jonathan Adam Shively*

06/02/2026, 03:45:09 PM EDT

Licensee Signature

Date

Check here if team names are attached.



West Virginia

VOLUNTARY RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

(This is not a warranty of the property condition)

Property Address 325 Winchester Ave, Martinsburg, WV 25401

Legal Description .11 AC LOTS 25 & 26 BLK 21 MMM&I CO ADDITION

NOTICE TO PURCHASER: The information provided is the representation of the Sellers to the best of their knowledge as of the date noted. Disclosure by the Sellers is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers have no actual knowledge.

SELLER:

- 1. Year Built?
2. How long have you owned the property?
3. Dates lived in the property.

Property Systems: Water, Sewage, Heating & Air Conditioning (Answer all that apply)

Water Supply Public Well Other
Sewage Disposal Public Septic System approved for (#) BR
Heating Oil Natural Gas Electric Bottled Heat Pump Age Other
Air Conditioning Oil Natural Gas Electric Bottled Heat Pump Age Other
Hot Water Oil Natural Gas Electric Capacity Age Other
Internet Access in Home Yes or No; Current Provider
Comments

Please indicate to the best of your knowledge with respect to the following:

- 1. Foundation: Any settlement or other problems? Yes No Unknown N/A

Comments:

- 2. Basement/Crawlspace/Cellar: Any leaks or evidence of moisture? Yes No Unknown N/A

Comments:

- 3. Roof: Any leaks or evidence of moisture? Yes No Unknown N/A

Type of Roof: Age

- Is there any existing fire-retardant treated plywood? Yes No Unknown N/A

Comments:

- 4. Other Structural Systems, including exterior walls and floors:

Any defects (structural or otherwise)? Yes No Unknown N/A

Comments:

5. Plumbing System: Is the system in operating condition?  Yes  No  Unknown  N/A

Comments: \_\_\_\_\_

6. Heating Systems: Is heat supplied to all finished rooms:  Yes  No  Unknown  N/A

Are the systems in operating condition?  Yes  No  Unknown  N/A

Comments: \_\_\_\_\_

7. Air Conditioning System:

Is cooling supplied to all finished rooms:  Yes  No  Unknown  N/A

Is the system in operating condition?  Yes  No  Unknown  N/A

Comments: \_\_\_\_\_

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?

Yes  No  Unknown  N/A

Comments: \_\_\_\_\_

9. Septic Systems: Is the septic system functioning properly?  Yes  No  Unknown  N/A

When was the system was last pumped? Date: \_\_\_\_\_  Unknown

Comments: \_\_\_\_\_

10. Water Supply: Any problem with water supply?  Yes  No  Unknown  N/A

Home water treatment system:  Yes  No  Unknown  N/A  Leased

Fire sprinkler system:  Yes  No  Unknown  N/A

Are the systems in operating condition?  Yes  No  Unknown  N/A

Comments: \_\_\_\_\_

11. Public Service Connections: Has Seller received any communication regarding public service connection requirements?  Yes  No  Unknown  N/A

Comments: \_\_\_\_\_

12. Insulation:

In exterior walls?  Yes  No  Unknown  N/A

In ceiling/attic?  Yes  No  Unknown  N/A

In any other areas?  Yes  No  Unknown  N/A

Where? \_\_\_\_\_

Comments: \_\_\_\_\_

13. Exterior Drainage: Does water stand on the property for more than 24 hours after rain?

Yes  No  Unknown  N/A

Are gutters and downspouts in good repair?  Yes  No  Unknown  N/A

Comments: \_\_\_\_\_

14. Wood-destroying insects: Any infestation and/or prior damage?

Yes  No  Unknown  N/A

Any treatments or repairs?  Yes  No  Unknown

Any warranties?  Yes  No  Unknown

Comments: \_\_\_\_\_

15. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, methamphetamine lab, radon gas, lead-based paint, underground storage tanks, any mining operations or other past contamination) on the property

Yes  No  Unknown  N/A

If yes, please specify \_\_\_\_\_

16. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

Yes  No  Unknown  N/A

Comments: \_\_\_\_\_

17. Are there Fireplace(s)/Woodstove(s)/Chimney(s)  Yes  No  Unknown  N/A

In good working condition?  Yes  No  Unknown  N/A

Comments: \_\_\_\_\_

18. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?  Yes  No  Unknown  N/A

If yes, please specify \_\_\_\_\_

19. If you or a contractor has made improvements to the property, were the required permits pulled from the county or local permitting office?  Yes  No  Unknown  N/A

Comments: \_\_\_\_\_

20. Is the property located in a flood zone, farmland/conservation area, wetland area and/or historic district designated by locality?  Yes  No  Unknown  N/A

Comments: \_\_\_\_\_

21. Is the property subject to any restrictions imposed by a Home Owners Association, community association or any deed restrictions?  Yes  No  Unknown  N/A

Comments: \_\_\_\_\_

22. Are there any other material defects, including latent defects, affecting the physical condition of the property?  Yes  No  Unknown  N/A

Comments: \_\_\_\_\_

NOTE: Seller may wish to disclose the condition of other buildings on the property on a separate VOLUNTARY RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

DISCLAIMER

NOTICE TO SELLER: Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the VOLUNTARY RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned Seller of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist.

The Seller has actual knowledge of the following latent defects: \_\_\_\_\_

Seller never resided in property and used as rental investment

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Kody Davis  
Seller

06/03/2026  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

The purchaser acknowledges receipt of this Disclosure/Disclaimer Document.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

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

For the sale of Property at: 325 Winchester Ave, Martinsburg, WV 25401

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): \_\_\_\_\_

- \_\_\_\_\_ 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.

Kody Davis \_\_\_\_\_  
Seller Date 06/03/2026

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

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

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

Jonathan Adam Shively \_\_\_\_\_  
Agent Date 06/02/2026

\_\_\_\_\_  
Agent Date



## SELLER WISH LIST TO HELP WIN THE BID

Seller Prefers Cardinal Title Group for Closing

Seller Preferred Settlement Timing \_\_\_\_\_

Seller Requests Post-Settlement Occupancy  Yes  No If so, how long? \_\_\_\_\_

Other Settlement Preferences/Requests \_\_\_\_\_

Other \_\_\_\_\_

\_\_\_\_\_

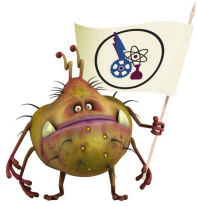
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# Baxter Environmental Group, Inc.

941 Progress Road  
Chambersburg, PA 17201  
(717) 263-7341  
www.baxtergroupinc.com

# Invoice

**Invoice Date** 5/10/2023  
**Invoice Number** 23-204  
**Terms** Due On Receipt  
**Due Date** 5/10/2023

What did you  
Breathe Today?

### Billing Address

Kody Davis  
325 Winchester Avenue  
Martinsburg, WV 25401

### Job Site Address

325 Winchester Avenue  
Martinsburg, WV 25401

### Lab Report Number

**BEGI Project Number** 2023244

### Customer PO Number

Description	Amount
Removal and disposal of asbestos containing pipe insulation and mudded fittings from the basement of the property to allow renovations to continue.	4,551.00

**Please include your invoice number and remit payment to:**

Baxter Environmental Group, Inc.  
Attention: Accounts Receivable  
941 Progress Road  
Chambersburg, PA 17201

**Payments/Credits** -\$1,686.00

<b>Balance Due</b>	<b>\$2,865.00</b>
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*A finance charge of 1.25% will be assessed each month for all past due accounts. If paying with a credit card there will be a 2% convenience fee.*

KLO