Agency Disclosure Form

\*\*SELLER’S AGENT\*\*

A seller’s agent under a listing agreement with the Seller acts as the agent for the Seller only. A seller’s agent owes to the Seller the fiduciary duties described below.

To the SELLER: the fiduciary duty of utmost good faith, integrity, honesty and loyalty in dealings with the Seller.

To both the seller and buyer:

1. The duty to act in good faith

2. The duty to exercise reasonable skill and care while performing their agency’s duties

3. The duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are known to, or within diligent attention and observation of, the parties.

\*\*BUYER’S AGENT\*\*

An agent acting for the BUYER only owes to the BUYER the fiduciary duty of utmost good faith, integrity, honesty and loyalty in dealings with the BUYER.

To both the buyer and seller:

1. The duty to act in good faith

2. The duty to exercise reasonable skill and care while performing their agency’s duties

3. The duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are known to, or within diligent attention and observation of, the parties.

\*\*DUAL AGENCY\*\*

A dual agency exists when an agent is representing both the buyer and seller in the same transaction. This kind of agency requires informed consent of both parties, and the agent owes the same duties to both parties. Confidential information about the terms, price, or purpose for entering the transaction will be kept confidential unless a party instructs the agent to disclose specific information. A dual agent may not advocate for the detriment of the other.

I/WE acknowledge that this is a disclosure only form and not a contract for representation.

Seller’s Name

{{ seller\_name }}

Signature

{{ seller\_signature }}

Buyer’s Name

{{ buyer\_name }}

Signature

{{ buyer\_signature }}