REAL ESTATE AGENCY DISCLOSURE AND ELECTION (This is NOT an employment agreement.)

REALTOR®

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EQUAL HOUSING OPPORTUNITY

1. FIRM NAME ("BROKER") _____
2. acting through _____ hereby makes the following disclosure.
(LICENSEE'S NAME)

DISCLOSURE

3. Before a Seller/Landlord ("Seller") or a Buyer/Tenant ("Buyer") enters into a discussion with a real estate broker or licensee affiliated
4. with a broker, the Seller and the Buyer should understand what type of agency relationship or representation they will have with the
5. broker in the transaction.

6. **I. Buyer's Broker:** A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In these
7. situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation for services
8. rendered, either in full or in part, from the Seller or through the Seller's broker:
9. a) A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Buyer.
10. b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or similar properties
11. as Buyer is seeking.

12. **II. Seller's Broker:** A broker under a listing agreement with the Seller acts as the broker for the Seller only:
13. a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Seller.
14. b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is selling.

15. **III. Broker Representing both Seller and Buyer (Limited Representation):** A broker, either acting directly or through one or more
16. licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a transaction, but only with the
17. knowledge and informed consent of both the Seller and the Buyer. In these situations, the Broker, acting through its licensee(s),
18. represents both the Buyer and the Seller, with limitations of the duties owed to the Buyer and the Seller:
19. a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other
20. than stated in the listing or that the Buyer will accept a price or terms other than offered.
21. b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information
22. may be made only with written authorization.

23. Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the performance of
24. the Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known facts which materially and
25. adversely affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers, Lessors and Brokers are not obligated
26. to disclose that a property is or has been: (1) the site of a natural death, suicide, homicide, or any crime classified as a felony; (2)
27. owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted
28. through common occupancy of real estate; or (3) located in the vicinity of a sex offender. Sellers or Sellers' representatives may not
29. treat the existence, terms, or conditons of offers as confidential unless there is a confidentiality agreement between the parties.

30. **THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER FROM THE**
31. **RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD CAREFULLY READ ALL**
32. **AGREEMENTS TO INSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR UNDERSTANDING OF THE TRANSACTION.**

ELECTION

33. **Buyer Election** (Complete this section only if you are the Buyer.)
34. The undersigned elects to have the Broker (check any that apply):
35. ☐ represent the Buyer as Buyer's Broker.
36. ☐ represent the Seller as Seller's Broker.
37. ☐ show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and Seller
38. provided that the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be
39. acknowledged in a separate writing other than the purchase contract.

40. **Seller Election** (Complete this section only if you are the Seller.)
41. The undersigned elects to have the Broker (check any that apply):
42. ☐ represent the Buyer as Buyer's Broker.
43. ☐ represent the Seller as Seller's Broker.
44. ☐ show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both Seller and Buyer
45. provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be
46. acknowledged in a separate writing other than the purchase contract.

47. The undersigned ☐ Buyer(s) or ☐ Seller(s) acknowledge that this document is a disclosure of duties. This document is not an
48. employment agreement.

49. I/ WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

50. SAMPLE _____ SAMPLE _____
PRINT NAME PRINT NAME

51. SAMPLE _____ SAMPLE _____
SIGNED MO/DA/YR SIGNED MO/DA/YR

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