

**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY, TENANT AGENCY, BUYER AGENCY, SELLER AGENCY OR TRANSACTION-BROKERAGE.**

## **BROKERAGE DUTIES DISCLOSURE TO SELLER (REO and Non-CREC Approved Listing Agreements)**

**SELLER AGENCY**     **TRANSACTION-BROKERAGE**

Date: \_\_\_\_\_

This Brokerage Duties Disclosure to Seller (Disclosure) is made in conjunction with a listing agreement dated \_\_\_\_\_, between Brokerage Firm and Seller (Listing Agreement). This Disclosure supplements the Listing Agreement.

### **1. BROKER AND BROKERAGE FIRM.**

**1.1. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage Firm to perform the services for Seller required by the Listing Agreement is called Broker. If more than one individual is so designated, then references in this Disclosure and the Listing Agreement to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

**1.2. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person. References in this Disclosure to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who serve as the broker of Seller and perform the services for Seller required by the Listing Agreement.

### **2. DEFINED TERMS.**

**2.1. Seller:** \_\_\_\_\_

**2.2. Brokerage Firm:** \_\_\_\_\_

**2.3. Broker:** \_\_\_\_\_

shall act for or assist Seller when performing activities in the capacity as shown by the box checked at the top of this page 1.

### **3. BROKERAGE RELATIONSHIP.**

**3.1.** If the Seller Agency box at the top of page 1 is checked, Broker shall represent Seller as a limited agent of Seller (Seller's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.

**3.2. In-Company Transaction – Different Brokers.** When Seller and buyer in a transaction are working with different brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Seller acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a buyer.

**3.3. In-Company Transaction – One Broker.** If Seller and buyer are both working with the same broker, Broker shall function as:

**3.3.1. Seller's Agent.** If the Seller Agency box at the top of page 1 is checked, the parties agree the following applies:

**3.3.1.1. Seller Agency Only.** Unless the box in § 3.3.1.2 (**Seller Agency Unless Brokerage Relationship with Both**) is checked, Broker shall represent Seller as Seller's Agent and shall treat the buyer as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker shall disclose to such customer Broker's relationship with Seller.

**3.3.1.2. Seller Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall represent Seller as Seller's Agent and shall treat the buyer as a customer, unless Broker currently has or enters into an agency or Transaction-Brokerage relationship with the buyer, in which case Broker shall act as a Transaction-Broker.

**3.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither box is checked, Broker shall work with Seller as a Transaction-Broker. A Transaction-Broker shall perform the duties described in § 4 and facilitate sales transactions without being an advocate or agent for either party. If Seller and buyer are working with the same broker, Broker shall continue to function as a Transaction-Broker.

**4. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, as either a Transaction-Broker or a Seller's Agent, shall perform the following **Uniform Duties** when working with Seller:

**4.1.** Broker shall exercise reasonable skill and care for Seller, including, but not limited to the following:

**4.1.1.** Performing the terms of any written or oral agreement with Seller;

**4.1.2.** Presenting all offers to and from Seller in a timely manner regardless of whether the Property is subject to a contract for sale;

**4.1.3.** Disclosing to Seller adverse material facts actually known by Broker;

**4.1.4.** Advising Seller regarding the transaction and advising Seller to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;

**4.1.5.** Accounting in a timely manner for all money and property received; and

- 63 4.1.6. Keeping Seller fully informed regarding the transaction.  
64 4.2. Broker shall not disclose the following information without the informed consent of Seller:  
65 4.2.1. That Seller is willing to accept less than the asking price for the Property;  
66 4.2.2. What the motivating factors are for Seller to sell the Property;  
67 4.2.3. That Seller will agree to financing terms other than those offered;  
68 4.2.4. Any material information about Seller unless disclosure is required by law or failure to disclose such  
69 information would constitute fraud or dishonest dealing; or  
70 4.2.5. Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.  
71 4.3. Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker or designee for the  
72 purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent  
73 of Seller, or use such information to the detriment of Seller.  
74 4.4. Brokerage Firm may have agreements with other sellers to market and sell their property. Broker may show alternative  
75 properties not owned by Seller to other prospective buyers and list competing properties for sale.  
76 4.5. Broker shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract  
77 for sale.  
78 4.6. Broker has no duty to conduct an independent inspection of the Property for the benefit of a buyer and has no duty to  
79 independently verify the accuracy or completeness of statements made by Seller or independent inspectors. Broker has no duty to  
80 conduct an independent investigation of a buyer's financial condition or to verify the accuracy or completeness of any statement made by  
81 a buyer.  
82 4.7. Seller understands that Seller shall not be liable for Broker's acts or omissions that have not been approved, directed, or  
83 ratified by Seller.  
84 4.8. When asked, Broker  Shall  Shall Not disclose to prospective buyers and cooperating brokers the existence of offers  
85 on the Property and whether the offers were obtained by Broker, a broker within Brokerage Firm or by another broker.  
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87 5. **ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked, Broker is Seller's  
88 Agent, with the following additional duties:  
89 5.1. Promoting the interests of Seller with the utmost good faith, loyalty and fidelity.  
90 5.2. Seeking a price and terms that are set forth in the Listing Agreement.  
91 5.3. Counseling Seller as to any material benefits or risks of a transaction that are actually known by Broker.  
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93 6. **MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**  
94 6.1. **Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all adverse material facts  
95 actually known by such broker including but not limited to adverse material facts pertaining to the title to the Property, the physical  
96 condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property required by law to  
97 be disclosed. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or  
98 building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer may have the Property and Inclusions  
99 inspected and authorizes Broker to disclose any facts actually known by Broker about the Property. Broker shall not be obligated to  
100 conduct an independent investigation of the buyer's financial condition except as otherwise provided in the Listing Agreement.  
101 6.2. **Seller's Obligations.**  
102 6.2.1. **Seller's Property Disclosure Form.** A Seller is not required by law to provide any particular disclosure form.  
103 However, disclosure of known material latent (not obvious) defects is required by law.  
104 6.2.2. **Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more residential  
105 dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Sales) form must  
106 be signed by Seller and the real estate licensees, and given to any potential buyer in a timely manner.  
107 6.2.3. **Carbon Monoxide Alarms.** Seller acknowledges that, unless exempt, if the Property includes one or more  
108 rooms lawfully used for sleeping purposes (Bedroom), an operational carbon monoxide alarm must be installed within fifteen feet of the  
109 entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the Property for sale or lease.  
110 6.2.4. **Source of Potable Water (Residential Land and Residential Improvements Only).** Seller acknowledges that  
111 if the Property is residential, Seller must timely make certain disclosures on the source of water to a buyer.  
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113 7. **ADDITIONAL DISCLOSURES:**  
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117 **DISCLOSURE OF SETTLEMENT SERVICE COSTS.** Seller acknowledges that costs, quality, and extent of service vary between  
118 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).  
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120 **THIS IS NOT A CONTRACT.**

121 SELLER ACKNOWLEDGMENT:

122 Seller acknowledges receipt of this document on \_\_\_\_\_.

123 \_\_\_\_\_  
124 Seller

\_\_\_\_\_  
Seller

125 BROKER ACKNOWLEDGMENT:

126 On \_\_\_\_\_, Broker provided \_\_\_\_\_ (Seller) with

127 this document via \_\_\_\_\_ and retained a copy for Broker's records.

128 Brokerage Firm's Name: \_\_\_\_\_

129 Jan E. Baer, Broker Owner, David M Baer, Associate Broker

130 Broker

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