

Brokers

1  
 2 **Broker:** \_\_\_\_\_ d/b/a \_\_\_\_\_  
 3 formed in the State of \_\_\_\_\_ and a licensed real estate broker in the State of  
 4 \_\_\_\_\_ with a license number of \_\_\_\_\_ (hereinafter "Broker").  
 5  
 6 **Co-Broker:** \_\_\_\_\_ d/b/a \_\_\_\_\_  
 7 formed in the State of \_\_\_\_\_ and a licensed real estate broker in the State of  
 8 \_\_\_\_\_ with a license number of \_\_\_\_\_ (hereinafter "Co-Broker").  
 9  
 10 Broker and Co-Broker shall be collectively referred to hereinafter as "Broker & Co-Broker."  
 11

Consumer

12  
 13 \_\_\_\_\_ d/b/a \_\_\_\_\_ formed in  
 14 the State of \_\_\_\_\_ (hereinafter "Consumer" and signed as either "Buyer" or "Seller, as applicable").  
 15

Property

16  
 17 \_\_\_\_\_ (hereinafter the "Property") located in the State  
 18 of \_\_\_\_\_ (hereinafter "Transaction State").  
 19

Consumer Acknowledgement

20  
 21 **Disclosure Explained:** This Agency Disclosure Summary (hereinafter "ADS") is a disclosure only. It is not an agreement  
 22 and does not create any type of financial obligation. By signing below, Consumer simply acknowledges:

- 23  
 24 a) receipt of this ADS; i) upon substantive contact with Broker or Co-Broker, and ii) prior to any discussion of  
 25 confidential information.  
 26 b) if checked, receipt of the Transaction State Agency Disclosure (hereinafter "TSAD"); i) upon substantive contact  
 27 with Broker or Co-Broker, and ii) prior to any discussion of confidential information.
- 28  **Transaction State Agency Disclosure ("TSAD"):** A TSAD is attached and made part of this ADS. If any  
 29 conflict exists between the filled-out portions of this ADS and any filled-out portions of the TSAD, the filled-out  
 30 portions of this ADS shall prevail. Broker & Co-Broker request that Consumer reviews, signs/initials (as  
 31 instructed in the TSAD), and promptly returns the TSAD along with a signed copy of this ADS to Broker & Co-  
 32 Broker.  
 33  
 34 c) understanding of the various relationship options that exist between agents and consumers in the Transaction  
 35 State. Please note that the Transaction State may not recognize all of the relationship options listed in this ADS.  
 36 If a TSAD is attached, please refer to the TSAD for a definitive guide to state-specific relationship options and  
 37 definitions.  
 38 d) understanding of an agent's duties and responsibilities in the various agency relationship options.  
 39 e) understanding of the actual agency relationship that exists between Broker & Co-Broker and the Buyer and/or  
 40 Seller as checked or identified herein.

41 **Representation Explained:** If Consumer desires representation from Broker & Co-Broker, Consumer must enter into a  
42 written brokerage agreement in order to create any type of agency relationship. For example, a buyer may enter into a  
43 Buyer Representation Agreement, while a seller may enter into an Exclusive Listing Agreement. However, if Consumer  
44 does not enter into such written agreement, Consumer will not be treated as a client and will not receive representation  
45 from Broker, Co-Broker, or any of their respective salespersons. As a result, no agency relationship is formed.  
46

**Relationship Options & Actual Relationships**

47 The relationship options listed below are subject to Transaction State laws. If a TSAD is attached, please refer to the  
48 TSAD for a definitive guide to state-specific relationship options and definitions. The actual relationship between Broker  
49 & Co-Broker and the following principals are checked below:  
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51

**Buyer's Brokers**

52  
53 Brokerage Firm: \_\_\_\_\_ Co-Brokerage Firm: \_\_\_\_\_  
54 Broker-in-Charge: \_\_\_\_\_ Broker/Salesperson: \_\_\_\_\_

**Buyer's Brokers are**

- 55  **representing Buyer as a:** *(Check ONE below)*
- 56  **working with Buyer as a:** *(Check ONE below)*
- 57  Buyer's Agent
- 58  Designated Agent
- 59  Limited Agent
- 60  Common Law Agent
- 61  Designated Client Representative
- 62  Dual Agent
- 63  Disclosed Dual Agent
- 64  Limited Dual Agent
- 65  \_\_\_\_\_
- 66  Facilitator
- Transaction Broker
- Transaction Facilitator
- Neutral Dual Facilitator
- Transaction Coordinator
- Customer
- \_\_\_\_\_

**Seller's Brokers**

67  
68 Brokerage Firm: \_\_\_\_\_ Co-Brokerage Firm: \_\_\_\_\_  
69 Broker-in-Charge: \_\_\_\_\_ Broker/Salesperson: \_\_\_\_\_

**Seller's Brokers are**

- 70  **representing Seller as a:** *(Check ONE below)*
- 71  **working with Seller as a:** *(Check ONE below)*
- 72  Seller's Agent
- 73  Designated Agent
- 74  Limited Agent
- 75  Common Law Agent
- 76  Designated Client Representative
- 77  Dual Agent
- 78  Disclosed Dual Agent
- 79  Limited Dual Agent
- 80  \_\_\_\_\_
- Facilitator
- Transaction Broker
- Transaction Facilitator
- Neutral Dual Facilitator
- Transaction Coordinator
- Customer
- \_\_\_\_\_

81 **Governing Law:** This ADS shall be governed by the laws of the Transaction State.

82

83 **Severability:** If a court of competent jurisdiction or regulatory agency determines that any part of this ADS is invalid, then  
84 only that part shall be deemed eliminated and such modification shall not impact the validity of the rest of this ADS.

85

86 **Electronic Signatures:** An electronically signed and delivered version of this document (whether via email, facsimile, or  
87 other method), shall be considered an original document with original signatures. In such case, it shall have the same  
88 binding effect as an original signature on an original document.

89

90 **Legal & Tax Advice:** If Consumer desires legal or tax advice, they should consult an appropriate professional.

91

92 **Buyer**

93

94 \_\_\_\_\_  
Buyer's Name

\_\_\_\_\_   
Buyer's Name

95 \_\_\_\_\_  
96 Officer's Name, Title

\_\_\_\_\_   
Officer's Name, Title

97 X \_\_\_\_\_  
98 Officer's Signature Date

X \_\_\_\_\_   
Officer's Signature Date

99

100 **Seller**

101

102 \_\_\_\_\_  
Seller's Name

\_\_\_\_\_   
Seller's Name

103 \_\_\_\_\_  
104 Officer's Name, Title

\_\_\_\_\_   
Officer's Name, Title

105 X \_\_\_\_\_  
106 Officer's Signature Date

X \_\_\_\_\_   
Officer's Signature Date

107

108 **Broker & Co-Broker**

109

110 \_\_\_\_\_  
Broker's Name

\_\_\_\_\_   
Co-Broker's Name

111 \_\_\_\_\_  
112 Officer's Name, Title

\_\_\_\_\_   
Officer's Name, Title

113 X \_\_\_\_\_  
114 Officer's Signature Date

X \_\_\_\_\_   
Officer's Signature Date

115

**Delivery Confirmation:** ADS and TSAD delivered to Consumer on \_\_\_\_\_ by Broker & Co-Broker.  
\_\_\_\_\_/\_\_\_\_\_. If initialed by Broker & Co-Broker, Consumer:  declined to sign.  neglected to sign.

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