



Greater Metropolitan Association of REALTORS®
EXCLUSIVE RIGHT TO SELL CONTRACT

REALTOR®/BROKER FIRM:
Address of Firm:
Phone#:

SELLER'S NAME:
Seller's Home Address:
Phone#: Home Bus.

1. CONSIDERATION AND TERM OF CONTRACT: This Agreement is entered into this day of Year, by and between the above mentioned REALTOR®/BROKER ("THE REALTOR/BROKER") and the above mentioned SELLER(S) ("the Seller") in consideration of the agreement of the REALTOR®/BROKER to market the Property hereinafter described and to use the best efforts to find a BUYER, the SELLER grants to the REALTOR®/BROKER the exclusive right to sell the Property from to 11:59 P.M. on.

2. PROPERTY DESCRIPTION: Residential Condominium Multi-Family Commercial/Industrial Vacant Other
Property is located in the Village Township City of County of Michigan, commonly known as (street address) (zip code) Legal Description:

(the "Property"). This Property is being sold together with all improvements and appurtenance, if any, now in or on the premises including all buildings, fixtures, built in appliances, all window treatments including hardware attached floor coverings, attached fireplace doors, screens, gas logs, garage door opener and controls, screens, storm windows and doors, landscaping, fences and mailboxes, all ceiling fans, alarm system, radio and television antennas, rotors and controls, water softener (unless rented), water pumps, pressure tanks, fuel in tank, incinerator, if any, and gas, oil and mineral rights owned by SELLER, and

SELLER excludes the following items:

3. PRICE/TERMS: SELLER agrees to sell the Property for the sum of \$ to be paid in cash, upon terms specified in the MLS LISTING FORM, of this contract or upon such terms and conditions as the SELLER may hereafter accept. SELLER to deliver possession not later than days after closing of the sale, subject to the rights of tenants. Should SELLER not deliver possession of the Property at the closing, SELLER shall be required to pay a daily rate of \$ or such other terms and conditions as the SELLER may hereafter accept.

4. COMMISSION: SELLER agrees to pay the REALTOR®/BROKER a commission of \$ or 6% of the sale price upon the consummation of the sale. The commission will be due and payable if a BUYER is obtained for the Property by anyone, including the SELLER, during the term of this contract at the price and terms set forth herein, or upon any other price and terms agreed upon by the SELLER, FURTHER, said commission will be paid if:

- a) the SELLER refuses to sell when a ready, willing and able BUYER is produced at price and terms.
b) the SELLER refuses or is unable to complete a sale pursuant to the terms of a duly executed Offer To Purchase, Purchase Agreement, Contract of Sale, or such other equivalent agreement signed by SELLER.
c) the SELLER, or anyone, sells (or enters into a contract to sell or receives a deposit) within days from the termination or expiration of this contract to anyone to whom the Property has been shown or who has learned of the Property because of the REALTOR®/BROKER'S efforts, during the terms of this contract; PROVIDED, HOWEVER, the SELLER will not be obligated to pay such commission if the Property is sold through another licensed real estate broker who is paid a commission or fee during this protection period.

It is agreed that the word "sale" shall include a trade or exchange and that a commission will be due at the agreed upon amount or percentage of the exchange or trade value, as the case may be, and that in the event of a trade or exchange, the REALTOR®/BROKER is authorized to receive a commission or fee from both parties to the transaction provided disclosure thereof is made to all parties.

5. DEFAULT: If a sale is not consummated because of the SELLER'S refusal to perform, then the full commission shall be due and able upon such refusal. If a sale is not consummated because of the BUYER'S failure to perform and the deposit made is forfeited, SELLER agrees that 100% of the deposit, not to exceed the full commission, shall be retained by the REALTOR®/BROKER in full payment for service rendered in this transaction.

6. OPTION: The SELLER agrees that the commission will be due and payable to the REALTOR®/BROKER if the SELLER enters into an option to purchase during the term of this contract or the protection period as provided upon the consummation of the sale/purchase pursuant to the option. If option is exercised and consummated, the agreed upon commission will be paid to the REALTOR®/BROKER on the option amount.

7. CONSIDERATION NEGOTIATION: The SELLER and REALTOR®/BROKER acknowledge that they have negotiated the consideration contracted hereunder between themselves and that the commission to be paid by the SELLER in consideration of services to be performed by the REALTOR®/BROKER and commission to be paid was not fixed, controlled, recommended or maintained by any other person(s) or entity not a party to this contract.

8. MULTI-LIST/COOPERATION: The SELLER acknowledges that the services of the Multiple Listing Service(s) and the offering of cooperation and compensation to other Participants has been fully explained and the REALTOR®/BROKER is authorized to multiple list the Property, and the Cooperating BROKER may represent the BUYER even though paid by REALTOR®/BROKER.

The SELLER authorizes the REALTOR®/BROKER to provide to the Multiple Listing Service(s) such information as they may require including but not limited to timely notice of status changes in this contract and sales information including selling price and terms upon the acceptance of an Offer to Purchase or any time after closing. The Multiple Listing Service(s) is authorized to disseminate the information according to its rules and regulations. The SELLER and REALTOR®/BROKER release the Multiple Listing Service(s) from any liability for errors and omissions in the listing information disseminated. The SELLER authorizes the REALTOR®/BROKER to offer cooperation as provided by the Multiple Listing Service(s) either through the Multiple Listing Service(s) or otherwise and to offer compensation to the cooperating BROKER. It is understood that compensation paid to a cooperating BROKER will be paid from the commission due the REALTOR®/BROKER, and will be in the amount of \$ or 3% as stated on the MLS Listing form, or as otherwise agreed in writing.

9. **AGENCY:** SELLER acknowledges that the REALTOR®/BROKER has explained to SELLER the REALTOR®/BROKER policy on agency, disclosed to SELLER the different types of real estate agency relationships, and that REALTOR®/BROKER will be acting as the agent for the SELLER. Receipt of an Agency Disclosure is acknowledged by SELLER.

SELLER further grants the REALTOR®/BROKER the authorization to act as a disclosed dual agent in the event any licensee of the REALTOR®/BROKER procures a BUYER who has contracted with the REALTOR®/BROKER as BUYER'S agent.

SELLER authorizes REALTOR®/BROKER to show potential BUYER'S properties other than the SELLER'S Property and provides BUYER'S with information on selling prices in the area.

10. **TITLE:** SELLER represents the title Property to be good and marketable, and SELLER will execute and deliver a Warranty Deed, Land Contract, or other instrument of assignment or conveyance as shall be required. By agreement on subsequent Purchase Agreement, SELLER will furnish an owner's title insurance policy with standard exceptions. Any deed required shall have full covenants of warranty and conveyance thereunder and shall be free of all encumbrances and liens except restrictions, easements, reservations and covenants of record and (e.g. special assessments):

11. **SHOWING/SIGNS:** REALTOR®/BROKER is hereby authorized to photograph the Property and publish such photographs, retain a key, and cause a sign to be erected on the Property and to remove all other "for sale" signs. REALTOR®/BROKER shall have access to the buildings on the Property for the purpose of showing the same at reasonable hours.

ADVERTISING: REALTOR®/BROKER is authorized to place Property information on the Internet and to otherwise advertise the Property for sale.

SELLER shall indemnify and hold harmless BROKER and BROKER'S agents and subagents from any and all liability for any reason as a result of injury to person(s) or damage or loss to property arising out of the showing of SELLER'S home pursuant to this listing.

12. **LOCK BOX:** The REALTOR®/BROKER is is not authorized to attach a lock box to be used for the purposes of storing key(s) that provide access to the Property by authorized persons. SELLER acknowledges that the lock box is not a security system and agrees to release and hold harmless REALTOR®/BROKER and any agents or subagents of REALTOR®/BROKER from any liability whatsoever arising from the use of the lock box to provide access to the Property.

13. **MARKET:** Upon SELLER'S written acceptance of the terms of any Offer to Purchase, Purchase Agreement, Contract of Sale, or equivalent, the REALTOR®/BROKER shall not continue to market the Property nor present any other offers received after the time of acceptance.

14. **REFERRAL:** SELLER agrees to refer to REALTOR®/BROKER all inquires concerning the Property during the period of this contract.

15. **CITIZENSHIP:** SELLER is a United States citizen. Yes No

16. **HEIRS:** This contract shall bind the heirs, personal representatives, administrators, executor's assigns and successors of the respective parties.

17. **NON-DISCRIMINATION:** It is agreed by REALTOR®/BROKER and SELLER that discrimination because of race, religion, color, national origin, sex, marital status, age, height, weight, or physical or mental disability, or familial status, with the sale of the subject Property is **PROHIBITED**.

18. **INFORMATION:** SELLER agrees to provide REALTOR®/BROKER or BUYER with all information required by any law.

19. **MARKETABLE TITLE:** The SELLER(S) represent and warrant that they are the exclusive holders of the interest to be conveyed hereunder, or that they are the duly authorized agents of the holders of said interest and are specifically empowered to enter into this contract and to convey the interest set forth.

20. **BINDING CONTRACT:** This contract shall be binding upon execution by SELLER(S) or SELLER(S) agents and REALTOR®/BROKER or the agent of the REALTOR®/BROKER.

21. **COPYRIGHT & EXCLUSIVE USE:** The Seller hereby consents to taking pictures and/or video of the property and consents to the unlimited and perpetual use of such Visual Media by Broker or any of Broker's designees. "Use" shall include, without limitation, the reproduction, modification, adaption, publishing, creation and derivative works from, distribution and display all Visual Media throughout the world in any format. Furthermore Seller hereby irrevocably assigns, transfers, sets over and conveys to Broker all of Seller's rights, title and interest in and to certain photographs and or video of the property taken by the Seller and provided to the Broker willingly, including without limitation, the right to grant permission to republish the Visual Media in whole or in part and the right to republish the Work in any format throughout the world.

22. **OTHER:** Seller agrees to pay closing fees charged by title company and compliance/transaction fee \$495.

23. **ACKNOWLEDGMENT:** The SELLER has read, acknowledges, and accepts the terms of this contract and has received a completed copy of this contract.

(REALTOR®) Date

(Name and Address)

For (REALTOR®/BROKER FIRM)

(SELLER) Date

(Name and Address)

(SELLER) Date

(Name and Address)

Property Address _____
 Street _____
 City, Village, Township _____ **MICHIGAN**

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.

I. Seller's Disclosure (initial)

- _____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

 - 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 one below):
- 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):

 - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Date: _____ Seller(s) _____
 Date: _____

II. Agent's Acknowledgment (initial)

_____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: _____ Agent _____

III. Purchaser's Acknowledgment (initial)

- _____ (a) Purchaser has received copies of all information listed above.
 _____ (b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.
 _____ (c) Purchaser has (check one below):
- Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Date: _____ Purchaser(s) _____
 Date: _____

Seller's Disclosure Statement

Property Address: _____ MICHIGAN
Street City, Village or Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitution for any inspections or warranties the Buyer may wish to obtain.**

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.**

Instructions to the Seller. (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available		Yes	No	Unknown	Not Available
Range/oven	_____	_____	_____	_____	Lawn sprinkler system	_____	_____	_____	_____
Dishwasher	_____	_____	_____	_____	Water heater	_____	_____	_____	_____
Refrigerator	_____	_____	_____	_____	Plumbing system	_____	_____	_____	_____
Hood/fan	_____	_____	_____	_____					
Disposal	_____	_____	_____	_____	Water softener/conditioner	_____	_____	_____	_____
TV antenna, TV rotor controls	_____	_____	_____	_____	Well & pump	_____	_____	_____	_____
					Septic tank & drainfield	_____	_____	_____	_____
Electric system	_____	_____	_____	_____	Sump pump	_____	_____	_____	_____
Garage door opener & remote	_____	_____	_____	_____	City water system	_____	_____	_____	_____
Alarm System	_____	_____	_____	_____	City sewer system	_____	_____	_____	_____
Intercom	_____	_____	_____	_____	Central air conditioning	_____	_____	_____	_____
Central vacuum	_____	_____	_____	_____	Central heating system	_____	_____	_____	_____
Attic fan	_____	_____	_____	_____	Wall furnace	_____	_____	_____	_____
Pool heater, wall liner & equipment	_____	_____	_____	_____	Humidifier	_____	_____	_____	_____
Microwave	_____	_____	_____	_____	Electronic air filter	_____	_____	_____	_____
Trash compactor	_____	_____	_____	_____	Solar heating system	_____	_____	_____	_____
Ceiling fan	_____	_____	_____	_____	Fireplace & chimney	_____	_____	_____	_____
Sauna/hot tub	_____	_____	_____	_____	Wood burning system	_____	_____	_____	_____
Washer	_____	_____	_____	_____	Dryer	_____	_____	_____	_____

Explanations (attach additional sheets if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

1. **Basement/Crawlspace:** Has there been evidence of water? yes _____ no _____
If yes, please explain: _____
2. **Insulation:** Describe, if known: _____
Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown _____ yes _____ no _____
3. **Roof:** Leaks? yes _____ no _____
Approximate age if known: _____
4. **Well:** Type of well (depth/diameter, age and repair history, if known): _____
Has the water been tested? yes _____ no _____
If yes, date of last report/results: _____

BUYER'S INITIALS _____
SELLER'S INITIALS _____

Seller's Disclosure Statement

Property Address: _____

MICHIGAN

5. **Septic tanks/drain fields:** Condition, if known: _____
6. **Heating system:** Type/approximate age: _____
7. **Plumbing system:** Type: copper _____ galvanized _____ other _____
Any known problems? _____
8. **Electrical system:** Any known problems? _____
9. **History of Infestation,** if any: (termites, carpenter ants, etc.) _____
10. **Environmental problems:** Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.
Unknown _____ yes _____ no _____

If yes, please explain: _____

11. **Flood Insurance:** Do you have flood insurance on the property? unknown _____ yes _____ no _____
12. **Mineral Rights:** Do you own the mineral rights? unknown _____ yes _____ no _____

Other Items: Are you aware of any of the following:

1. Features of property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? unknown _____ yes _____ no _____
2. Any encroachments, easements, zoning violations or nonconforming uses? unknown _____ yes _____ no _____
3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others) or a homeowners' association that has any authority over the property? unknown _____ yes _____ no _____
4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? unknown _____ yes _____ no _____
5. Settling, flooding, drainage, structural, or grading problems? unknown _____ yes _____ no _____
6. Major damage to the property from fire, wind, floods, or landslides? unknown _____ yes _____ no _____
7. Any underground storage tanks? unknown _____ yes _____ no _____
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? unknown _____ yes _____ no _____
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown _____ yes _____ no _____
10. Any outstanding municipal assessments or fees? unknown _____ yes _____ no _____
11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown _____ yes _____ no _____

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: _____

The Seller has lived in the residence on the property from _____ (date) to _____ (date).
The Seller has owned the property since _____ (date).

The Seller has indicated above the conditions of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28,721 TO 28.732 IS AVAILABLE TO THE PUBLIC BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. **BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.**

Seller _____ Date: _____

Seller _____ Date: _____

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date: _____ Time _____

Buyer _____ Date: _____ Time _____

Disclaimer: This form is provided as a service of Michigan Realtors®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. Michigan Realtors® is not responsible for use or misuse of form for misrepresentation or for warranties made in connection with the form.

Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:
- (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
 - (b) The performance of the terms of the service provision agreement.
 - (c) Loyalty to the interest of the client.
 - (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
 - (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
 - (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
 - (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.

(2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following *services* to his or her client:

- (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
- (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
- (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
- (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
- (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status of the licensee named below is:

- Seller's agent
- Seller's agent – limited service agreement
- Buyer's agent
- Buyer's agent – limited service agreement
- Dual agent
- Transaction coordinator (**A licensee who is not acting as an agent of either the seller or the buyer.**)
- None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

Licensee

Date

Licensee

Date

ACKNOWLEDGMENT

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information. **THIS IS NOT A CONTRACT.**

Potential Buyer/Seller (circle one)

Date

Potential Buyer/Seller (circle one)

Date

Disclaimer This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.