UNREPRESENTED BUYER DISCLOSURE

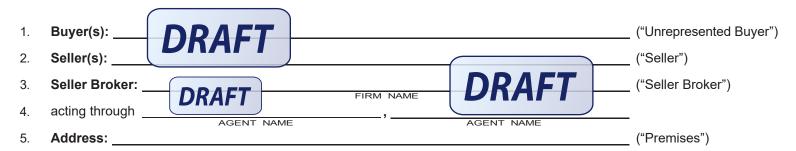


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- 6. SELLER BROKER INFORMED UNREPRESENTED BUYER OF THEIR RIGHT TO HIRE A BUYER BROKER WHO WOULD
- 7. REPRESENT ONLY THEM. HOWEVER, UNREPRESENTED BUYER HAS ELECTED NOT TO BE REPRESENTED BY A BUYER
- 8. BROKER IN THE PURCHASE OF THE PREMISES AND ACKNOWLEDGES THE FOLLOWING:
- 9. (a) Representation. Seller Broker only represents Seller in the sale of the Premises and does not represent Unrepresented
- 10. Buyer. Seller Broker will communicate with Unrepresented Buyer, may provide Unrepresented Buyer with transaction documents,
- 11. and may conduct other activities to accomplish the sale of the Premises. However, all such activities are performed solely on
- 12. behalf of Seller to facilitate a successful sale of their Premises, and not for the benefit of Unrepresented Buyer and does not
- 13. create an agency relationship.
- 14. (b) Real Estate Agency Disclosure and Election Form (READE). Unrepresented Buyer should review and sign the READE
- 15. Form acknowledging that Seller Broker only represents Seller and not Unrepresented Buyer.
- 16. (c) Fiduciary Duties to Seller. Seller Broker owes fiduciary duties to Seller of loyalty, obedience, disclosure, confidentiality, and
- 17. accounting. Because Seller Broker has a duty to disclose information to Seller, Unrepresented Buyer should not disclose any
- confidential information to Seller Broker who is obligated to convey the information to Seller.
- 19. (d) Fair Dealings. Seller Broker shall be honest and truthful to Unrepresented Buyer and deal fairly with them. However, the duty
- 20. to deal fairly does not include giving advice to Unrepresented Buyer on the steps they should take to protect their own interests,
- 21. provide interpretation of contract terms or notify them of deadlines. Unrepresented Buyer acknowledges that statements made by
- 22. Seller have not been independently verified by Seller Broker and Seller Broker is not responsible for Seller's representations.
- 23. (e) **Due Diligence.** Unrepresented Buyer acknowledges it is their responsibility to protect their own interests and are encouraged
- 24. to hire their own professionals to advise them in matters of real estate, inspection, contract timelines, financing, zoning, law, tax,
- 25. insurance, or any other area they deem appropriate to assist them in purchasing the Premises. Unrepresented Buyer assumes all
- 26. risk should they choose not to hire professionals to assist them in purchasing the Premises.
- 27. (f) Compensation. Seller Broker compensation is not set by law, is fully negotiable, and shall be paid by the Seller
- 28. pursuant to separate agreement.
- 29. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND UNDERSTAND ITS CONTENT

