

UNREPRESENTED BUYER DISCLOSURE

This disclosure form is not a contract. Signing it does not create any relationship between you and the real estate agent who has also signed

NAME OF BUYER: _____ (the "Buyer")

NAME OF SELLER: _____ (the "Seller")

LOCATION OF PROPERTY: _____ (the "Property")

AGENT REPRESENTING SELLER: _____ (the "Seller's Agent")

BROKERAGE REPRESENTING SELLER: _____ (the "Company")

WHEN YOU ENTER INTO A DISCUSSION WITH A REAL ESTATE AGENT REGARDING A POTENTIAL REAL ESTATE TRANSACTION, YOU SHOULD, FROM THE OUTSET, UNDERSTAND WHO THE REAL ESTATE AGENT IS REPRESENTING IN THAT TRANSACTION. WHAT FOLLOWS IS A BRIEF BUT VERY IMPORTANT EXPLANATION REGARDING AGENCY RELATIONSHIPS AND THE REAL ESTATE AGENTS INVOLVED IN THIS TRANSACTION.

CONFIRMATION OF AGENCY IN THIS TRANSACTION

The Property shown above is presently listed for sale through the Company. Consequently, the Seller's Agent and the Company are representing the Seller. By signing this unrepresented buyer disclosure, the Buyer acknowledges and agrees that the Seller's Agent and the Company will **only represent the Seller** in this transaction. The Buyer acknowledges that the Seller's Agent and the Company have advised the Buyer that the Buyer is entitled to be represented by a buyer's agent who will represent only the Buyer. The Buyer has however, elected not to be represented by a real estate agent in this transaction at this time.

The Buyer acknowledges and agrees that all actions of the Seller's Agent/Company are intended for the benefit of the Seller exclusively. Additionally, under Utah Code Section 61-2f-308(6), Buyer understands that the following conduct by the Seller's Agent/Company does not create an agency relationship with the Buyer:

- contacting the Buyer directly to discuss items related to the real estate transaction;
- providing the Buyer with any blank forms; and
- negotiating terms of the real estate transaction between the Buyer and the Seller.

SELLER'S AGENT

A real estate agent who lists a seller's property for sale acts as the agent for a seller only, and has fiduciary duties of loyalty, full disclosure, confidentiality and reasonable care to that seller. In practical terms, the Seller hires the Seller's Agent to locate a buyer and negotiate a transaction with terms favorable to the seller. Although the Seller's Agent has these fiduciary duties to the Seller, the Seller's Agent is, by law, responsible to all prospective buyers to treat them with honesty, fair dealing, and with good faith.

BUYER'S AGENT

A real estate agent that acts as an agent for a buyer only ("Buyer's Agent") has fiduciary duties of loyalty, full disclosure, confidentiality and reasonable care to that buyer. In practical terms, a buyer hires a Buyer's Agent to locate a suitable property and negotiate a transaction with terms favorable to a buyer. Although the Buyer's Agent has these fiduciary duties to a buyer, the Buyer's Agent is, by law, responsible to all prospective sellers to treat them with honesty, fair dealing, and with good faith.

LIMITED AGENT

A real estate agent can, with the prior written consent of a buyer and seller, represent both the buyer and seller in the same transaction ("Limited Agent"). A Limited Agent has fiduciary duties to both a buyer and a seller, but the Limited Agent is also "limited" by a separate duty of neutrality in the negotiations between a buyer and seller.

ACKNOWLEDGEMENT & WAIVER

By signing this Unrepresented Buyer Disclosure, the Buyer understands and agrees with the agency relationships confirmed herein. The Buyer voluntarily waives any cause of action against the Seller's Agent and the Company that claims that the Seller's Agent and the Company are representing the Buyer or the Buyer's interests. Furthermore, the Buyer holds the Seller's Agent and the Company harmless from of all liability arising out of any claim of an agency relationship between the Buyer and Seller's Agent/Company.

_____	_____	_____	_____
Buyer	Date	Buyer	Date
The Company by: _____		_____	
(Authorized Agent or Broker)		Date	

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