



RE/MAX OF GULF SHORES
THIS IS FOR INFORMATION PURPOSES
THIS IS NOT CONTRACT
REAL ESTATE BROKERAGE SERVICES DISCLOSURE
Rule 790-X-3-.13(1)

Alabama law requires you, the consumer, to be informed about the types of services which real estate licensees may perform. The purpose of this disclosure is to give you a summary of these services.

A **SINGLE AGENT** is a licensee who represents only one party in a sale. That is, a single agent represents his or her client. The client may be either the seller or the buyer. A single agent must be completely loyal and faithful to the client.

A **SUB-AGENT** is another agent/licensee who also represents only one party in a sale. A sub-agent helps the agent represent the same client. The client may be either the seller or the buyer. A sub-agent must also be completely loyal and faithful to the client.

A **LIMITED CONSENSUAL DUAL AGENT** is a licensee for both the buyer and the seller. This may only be done with the written, informed consent of all parties. This type of agent must also be loyal and faithful to the clients, except where the duties owed to the clients conflict with one another.

A **TRANSACTION BROKER** assists one or more parties in a sale. A **TRANSACTION BROKER** is not an agent and does not have the same obligations as an agent. The **TRANSACTION BROKER** and licensee working with him or her perform the services set out in their contract.

Alabama law imposes the following obligations on all real estate licensees to all parties, no matter their relationship:

1. To provide services honestly and in good faith;
2. To exercise reasonable care and skill;
3. To keep confidential any information gained in confidence unless disclosure is required by law or duty to a client, the information becomes public knowledge, or disclosure is authorized in writing;
4. Present all written offers promptly to the seller;
5. Answer your questions completely and accurately;

Further, even if you are working with a licensee who is not your agent, there are many things that the licensee may do to assist you, the customer. Some examples are:

1. Provide information about properties;
2. Show properties;
3. Assist in making a written offer;
4. Provide information on financing;

You should choose which type of service you want from a licensee and sign a brokerage service agreement. If you do not sign an agreement, by law the licensee working with you is a **TRANSACTION BROKER**.

The licensee's broker is required by law to have on file an office policy describing the company's brokerage services. You should feel free to ask any question you have.

The Alabama Real Estate Commission requires the real estate licensee to sign, date, and provide you a copy of this form. Your signature is not required by law or rule, but would be appreciated.

Name of Licensee _____ License# _____

Licensee Signature _____ Date _____

Consumer Name(s) _____

Consumer Signature _____ Date _____

Consumer Signature _____ Date _____



The Real Estate Leaders

**RE/MAX OF GULF SHORES
LIMITED CONSENSUAL DUAL AGENCY AGREEMENT**

The following Limited Consensual Dual Agency Agreement is entered into between Sellers (s):

_____ and

Buyer(s): _____

with regard to "the property" located at _____

Seller and Buyer hereby acknowledge and agree that RE/MAX OF GULF SHORES and its Agent(s) (for convenience, referred to together, or interchangeably as "Broker") are representing both Buyer and Seller and that Broker has and is now the Agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have consented to this dual representation.

Seller, Buyer and Broker understand that Limited Consensual Dual Agency can create conflicts of interest. Therefore, Broker will not represent the interests of one party to the exclusion or detriment of the interest of the other party. Seller and Buyer, thereby acknowledge that Broker's relationship with them is not one of a fiduciary, and they waive all claims which they have now or which may arise in the future in connection with conflict of interest and/or limited consensual dual agency.

The parties understand that because Broker represents both parties, Broker must endeavor to be impartial as between Seller and buyer. Except as expressly provided below, Broker in its capacity as Limited Consensual Dual Agency, will disclose to both Seller and Buyer all facts and information which Broker believes are material or which might affect Seller's or Buyer's decisions with respect to this transaction, whether or not the facts or information would be confidential except for the limited consensual dual agency.

The parties agree that Broker (a) has not, and will not, without the express written permission of Seller, disclose to Buyer that Seller is willing to sell the property for less than the listing price or any lower price offered in writing by the Seller; and (b) has not, and will not, without the express written permission of the Buyer, disclose to Seller that Buyer is willing to pay more than any price offered in writing by the Buyer.

Both parties understand and agree that Broker shall have the right to collect a commission or fee from Seller or from Purchaser, or both, provided that such commissions or fees are disclosed to the parties. The parties acknowledge that Broker has disclosed it will collect a fee of \$ _____ or _____ % of the sales price from the Seller (and) (or) a fee of \$ _____ or _____ % of the sales price from Buyer.

Both parties are advised to seek competent legal and tax advice with regard to this transaction, and with regard to all documents executed in connection with this transaction.

This Limited Consensual Dual Agency Agreement does not substitute for any document previously signed by Seller or Buyer (for example, the "Single Agency Buyer Exclusive Representation Agreement" signed by Buyer on _____, 20____, and the Exclusive Right to Sell Property Listing Agreement" signed by Seller on _____, 20____); however, where this Limited Consensual Dual Agency Agreement contradicts or conflicts with the just named or any other documents, the language of this Limited Consensual Dual Agency Agreement shall control.

I have read and understand the above Agreement:

Witness

Seller

Date

Witness

Seller

Date

Witness

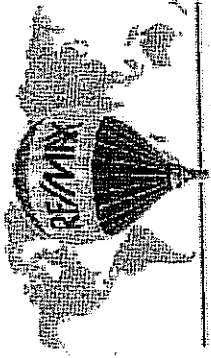
Buyer

Date

Witness

Buyer

Date



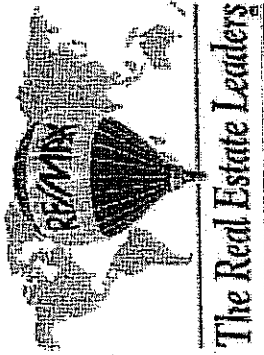
The Real Estate Leaders

RE/MAX OF GULF SHORES
SINGLE AGENCY BUYER EXCLUSIVE REPRESENTATION
AGREEMENT

1. BUYER _____ appoints RE/MAX OF GULF SHORES ("Broker") _____ (Sales Associate) as exclusive Buyer's agent for the purpose of assisting Buyer in locating for purchase acceptable real property. The Broker's status as the Buyer's agent shall commence on _____ This Agreement may be shall continue until _____ terminated on 24 hours notice, but the provisions of paragraph 7 remain in effect.
2. **BROKER'S OBLIGATION:** Broker will use his/her professional knowledge to make a good faith effort to locate property described by Buyer. Broker will act at all times in the Buyer's interest and agrees to:
- A. Consult with Buyer to determine property requirements, possession timetable and other purchasing objectives;
 - B. Assist Buyer in having their financial loan qualifications processed and suggest alternatives when necessary;
 - C. Assist Buyer in the house hunting process and arrange showing of properties suitable for purchase (such properties may be listed in any multiple listing services as well as properties for sale by individuals).
 - D. Assist Buyer in obtaining available material information relative to properties on which Buyer requests information;
 - E. Assist Buyer in negotiating the best price and terms while contracting, or otherwise acquiring property and in monitoring financing, time deadlines and closing details.
3. **BUYER OBLIGATION:** Buyer agrees to work exclusively with Broker's Sales Associate during the term of this agreement by:
- A. Viewing any property only with Broker's Sales Associate and not with any other real estate broker, sales person or individual owner.
 - B. Exclusively allowing Sales Associate to negotiate for and to represent Buyer.
 - C. Consult with Sales Associate before visiting open houses or contacting any other real estate agencies. The agency relationship and owner's compensation is to be disclosed by the Buyer to all parties contracted.
 - D. Making himself/herself available to see properties and to apply for mortgage loan approval if financing is going to be necessary to purchase property within one week from the date of this contract.
 - E. Referring to Sales Associate any inquiries received from any other real estate broker, salesperson, prospective individuals, seller, builder, or any other source during the time this agreement is in effect.
4. **DISCLOSED LIMITED CONSENSUAL DUAL AGENCY:** (limited fiduciary): Buyer acknowledges that from time to time RE/MAX OF GULF SHORES Sales Associates may elect to represent Sellers and may represent the interests of both the Buyer and Seller in the same transaction, but only with the knowledge and written consent of both Buyer and Seller. When RE/MAX OF GULF SHORES represents both Buyer and Seller, there is a limitation on RE/MAX OF GULF SHORES ability to fully represent both parties. For example, information obtained within confidentiality and trust of the fiduciary relationship with one party must not be disclosed to the other party without prior written consent of the party adversely affected by the disclosures.

By initialing, the Buyer accepts and acknowledges his/her understanding and agreement with the Limited Consensual Dual Agency provisions.

Buyer's Initials



**RE/MAX OF GULF SHORES
SINGLE AGENCY BUYER EXCLUSIVE REPRESENTATION
AGREEMENT - CONTINUED**

5. **DISCLAIMER:** Buyer acknowledges that RE/MAX OF GULF SHORES is being retained solely as a real estate agent and not as an attorney, accountant, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider. The Buyer is advised by RE/MAX OF GULF SHORES to seek professional advice from any service provider to answer any questions the Buyer has related to a proposed transaction.
6. **DESCRIPTION OF PROPERTY SOUGHT:** Buyer wishes to purchase real property which may include a lot and residence to be constructed, as follows:
- _____ or any other type of real property.
7. **COMPENSATION TO BROKER:** Compensation to RE/MAX OF GULF SHORES shall be in the form of commissions paid by the sellers of properties represented to the Buyer by RE/MAX OF GULF SHORES in the event a property represented to the Buyer is listed by any other agency, compensation to RE/MAX OF GULF SHORES shall be in the form of cooperating fees paid to RE/MAX OF GULF SHORES by the listing agency.
8. **COSTS OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SERVICES:** The Buyer shall be responsible to pay immediately for all products or services the Buyer requests from outside sources. (Example: home, roof or mechanical inspections, pest inspections, surveys, title reports, etc.)
9. **OTHER BUYERS:** Potential buyers may be interested in the same properties as Buyer. It is agreed that RE/MAX OF GULF SHORES may represent those buyers, whether such representation arises prior to, during, or after the end of this contract. In such a situation, RE/MAX OF GULF SHORES will not disclose to either Buyer the terms of the other's offer.
10. **INDEMNIFICATION:** Provided RE/MAX OF GULF SHORES is not at fault the Buyer agrees to indemnify and hold RE/MAX OF GULF SHORES harmless from any and all loss, cost, expense, damage or claim arising out of this contract. The Broker shall be held harmless from liability resulting from incomplete or inaccurate information provided to Broker from Buyer or other service providers to Buyer.
11. **NON-DISCRIMINATION:** Properties shall be shown and made available to Buyer without regard to race, color, religion, age, sex, handicap, familial status or national origin.
12. **MODIFICATION OF AGREEMENT AND ENTIRE AGREEMENT:** All written modifications of this agreement are binding only when signed by all parties. This agreement constitutes the entire agreement between the parties and any prior agreements, whether oral or written, have been merged and integrated into this agreement.

The parties acknowledge that they have read, understand, and agree to all provisions of this agreement.

RE/MAX OF GULF SHORES

Buyer: _____ Date: _____

Buyer: _____ Date: _____

RE/MAX Associate _____ Date: _____