MASSEY REAL ESTATE SERVICES OFFICE POLICY FOR BUYERS

Consumer Agency Disclosure. Indiana law (I.C. 25-34.1-10-9.5) provides that a Licensee has an agency relationship with, and is representing, the individual with whom the Licensee is working unless (1) there is a written agreement to the contrary; or (2) the Licensee is merely assisting the individual as a customer without compensation. The Licensee (your broker or salesperson) at Massey Real Estate Services represents the interests of the Buyer as a Buyer's agent when showing another company's listing. Such Licensee owes duties of trust, loyalty, confidentiality, accounting and disclosure to the Buyer. However, Licensee must deal honestly with a seller. All representations made by Licensee are made as the agent of the Buyer.

Limited Agency Disclosure/Authorization. The Licensee or the principal or managing broker may personally represent a seller as a seller's agent in the case of a property listed with Massey Real Estate Services. If that occurs, then Licensee has agency duties to both Buyer and Seller which may be different or even adverse. If limited agency arises, Licensee **shall not disclose** the following without the informed consent, in writing, of both Buyer and Seller:
(a) Any material or confidential information, except adverse material facts or risks actually known by Licensee concerning the physical condition of the Property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties.
(b) That a Buyer will pay more than the offered purchase price for the Property.
(c) That Seller will accept less than the listed price for the Property.
(d) Other terms that would create a contractual advantage for one party over another party.
(e) What motivates a party to buy or sell the Property.
In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the limited agent or among Licensees.

Required Duties Disclosure. Indiana law (I.C. 25-34.1-10-9.5) provides that a Licensee must perform at least the following duties for the Buyer:
(1) Be available to receive and timely present offers and counteroffers for the property
(2) Assist in negotiating, completing real estate forms, communicating, and timely presenting offers, counteroffers, notices, and various addenda relating to the offers and counteroffers until:
    (A) a purchase agreement is signed; and
    (B) all contingencies are satisfied or waived.
(3) Timely respond to questions relating to offers, counteroffers, notices, various addenda, and contingencies pertaining to the subject property.

If a Licensee fails to perform the above duties, and another Licensee performs those duties on behalf of or at the request of the Buyer, than the performance of those duties by the other Licensee does not constitute an agency relationship. Further, a Licensee may lawfully perform duties in addition to those set forth above on behalf of or at the request of the Buyer. A Licensee's duties in a real estate transaction set forth in this office policy do not relieve the Buyer from the responsibility to protect his/her own interests. The Buyer should carefully read all documents to assure they adequately reflect the Buyer's understanding of the transaction. If legal, tax or other expert advice is desired, the Buyer should consult a qualified professional.

Code of Ethics and Standards of Practice Disclosure. The Code of Ethics and Standards of Practice of the NATIONAL ASSOCIATION OF REALTORS® provides that REALTORS® must advise clients of the REALTOR®'S company cooperative compensation policies and the possibility that sellers or sellers' representatives may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties. Further, if a seller has approved disclosure of the existence of offers on the property, REALTORS® shall also disclose whether offers were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating broker.

By signing below, Buyer acknowledges that Limited Agency Authorization has been read and understood. Buyer understands that Buyer does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and waives any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s) arising from Licensee's(s') role of limited agent(s).

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Buyer's Signature Date

_____

Printed Name

_____

Buyer's Signature Date

_____

Printed Name