

Buyer's Agency Disclosure to the Buyer

Montana law requires a broker or salesperson to disclose the existence and nature of relevant agency or other relationships to the parties involved in a real estate transaction.

Jerry Hanson, Broker, will be representing you as your Buyer Broker in the purchase of real property of the nature you have indicated, and based on information you have provided this Firm.

_____, an Associate under the supervision of the above named Broker will be acting in the capacity of your Buyer's Agent.

Your Buyer's Agent is obligated to you as follows:

1. To act solely in the best interests of the Buyer to the exclusion of all other interests, including those of the Buyer's Agent;
2. To obey promptly and efficiently all lawful instructions of the Buyer;
3. To disclose to the Buyer all relevant and material information that concerns the real estate transaction and that is known by the Buyer's Agent and not known by the Buyer, unless the information is subject to confidentiality arising from a prior or existing agency relationship;
4. To safeguard the Buyer's confidences;
5. To exercise reasonable skill, care, and diligence in pursuing the Buyer's objectives as established in the Buyer Broker Contract;
6. To fully account to the Buyer for all funds or property of the Buyer coming into the Buyer's Agent's possession;
7. To comply with all applicable federal and state laws, rules, and regulations; and
8. To carry out the terms of the Buyer Broker Contract.

If your Buyer's Agent is also representing a Seller of property that you become interested in, a Dual Agency may be created. In a Dual Agency relationship, the Buyer's Agent is obligated to the Seller in the same way as to you. This conflict will prohibit the Buyer's Agent from advocating exclusively on your behalf or on the Seller's behalf, and may limit the level of representation you receive. If the potential for a Dual Agency arises, the Buyer's Agent shall provide you with a Dual Agent disclosure. A Buyer's Agent cannot act as a Dual Agent without your consent and that of the Seller. This consent is given by you and the Seller by both signing the Dual Agent disclosure. If



you or the Seller declines to give this consent, your opportunity to acquire the Seller's property may be lost.

"Adverse material fact: means a fact that should be recognized by a broker as being of enough significance as to affect a person's decision to enter into a contract to buy or sell real property and may be a fact that materially affects the buyer's ability or intent to perform the buyer's obligations under a proposed or existing contract.

Buyer's Name:

Buyer's Signature _____ / /

Buyer's Signature _____ / /

Buyer's Agent _____ Associate / /

Buyer's Broker _____ Jerry Hanson / /

