

Seller's Agency Disclosure to the Seller

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 Seller's Broker in the marketing and sale of your property, as noted in the Listing Contract with [Continental Crown](#), 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 Seller's Agent.

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

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

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



you or the Buyer declines to give this consent, your opportunity to sell the property to that particular Buyer 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.

Seller’s Name:

Seller’s Signature _____ / /

Seller’s Signature _____ / /

Seller’s Agent _____ / /
Associate

Seller’s Broker _____ / /
Jerry Hanson

Note: This Disclosure Statement must be signed by the Seller, by the Seller’s Agent (who is an Associate of [Continental Crown](#)), and by the Broker.

