

# DISCLOSURE OF BUYER AGENCY AND SELLER WAIVER AND CONFIRMATION (This is NOT an employment agreement)

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Seller(s): \_\_\_\_\_

Buyer(s): \_\_\_\_\_

Property: \_\_\_\_\_

Firm Name ("Buyer's Broker"): SCHOOL PURPOSES ONLY - SAMPLE DOCUMENT

acting through \_\_\_\_\_ (Licensee's Name)

Arizona Department of Real Estate Rule R4-28-1102 requires that all negotiations be conducted exclusively through the Seller's broker or the Seller's broker's representative unless the Seller waives this requirement in writing and no licensed representative of the Seller's broker is available for 24 hours.

## SELLER WAIVER AND CONFIRMATION

Seller has entered into an employment (listing) agreement with another broker pursuant to which the Seller's broker will not be present to negotiate the offer, and agrees that all offers will be presented and negotiated by the Buyer's Broker directly with Seller.

Seller waives the requirement that all negotiations be conducted exclusively through the Seller's broker or the Seller's broker's representative. Seller confirms that no licensed representative of Seller's broker will be available for 24 hours based on the Seller's agreement with the Seller's broker.

## DISCLOSURE OF BUYER AGENCY

Seller acknowledges that Buyer's Broker is acting solely as Buyer's agent and Buyer's Broker is NOT representing Seller in regard to the Property. As Buyer's agent, Buyer's Broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting to Buyer. These duties require that all information given to Buyer's Broker by Seller regarding the Property and the transaction must be disclosed to Buyer. Further, all acts of Buyer's Broker are exclusively for the Buyer's benefit.

**The undersigned Seller(s) hereby agrees to the terms and conditions herein and acknowledges receipt of a copy hereof.**

^ SELLER'S SIGNATURE \_\_\_\_\_ MO/DA/YR \_\_\_\_\_

^ SELLER'S SIGNATURE \_\_\_\_\_ MO/DA/YR \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

