

NOTE: DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, SUBAGENCY, BUYER AGENCY, OR TRANSACTION-BROKER.

AGENCY / SUBAGENCY DISCLOSURE

ProForma West LLC. and its agents are working with you as a seller's agent or seller's subagent. For purposes of this disclosure, buyer also means "tenant" and seller also means "landlord".

SELLER'S AGENT: On properties we have listed, we are an agent for the seller and not your agent, unless we enter into a written agreement to act as your agent. We owe duties to the seller which include utmost good faith, loyalty and fidelity. We will negotiate on behalf of and act as an advocate for the seller. Please do not tell us any information which you do not want shared with the seller. You are not vicariously liable (legally responsible) for our actions. Although we do not represent you, we will disclose to you all adverse material facts about the property actually known by us. We will assist you without regard to race, creed, sex, religion, national origin, familial status, marital status, or handicap. In addition, we will provide the following services:*

SELLER'S SUBAGENT: On properties not listed with our company, we are a subagent for the seller and not your agent, unless we enter into a written agreement to act as your agent. we owe duties to the seller which include utmost good faith, loyalty and fidelity. We will negotiate on behalf of and act as an advocate for the seller. Please do not tell us any information which you so not want shared with the seller. You are not vicariously liable (legally responsible) for our actions. Although we do not represent you, we will assist you without regard to race, creed, sex, religion, national origin, familial status, marital status, or handicap. In addition, we will provide the following services:*

DEFINITIONS OF REAL ESTATE BROKERAGE RELATIONSHIPS

Seller's Agent*: A seller's agent works solely on behalf of the seller and owes duties to the seller which include the utmost good faith, loyalty and fidelity. We will negotiate on behalf of and act as an advocate for the seller. The seller is legally responsible for the actions of the agent when the agent is acting within the scope of the agency. The agent must disclose to potential buyers or tenants all adverse material facts about the property actually known by the broker. A Separate written listing agreement is required which sets forth the duties and obligations of the parties.

Seller's Subagent*: A subagent owes the same duties of utmost good faith, loyalty and fidelity to a seller as a seller's agent and must make the same disclosures to buyers concerning adverse material facts about the property. A subagent will negotiate and act as an advocate for the seller, who is legally responsible for the act of the subagent when acting within the scope of the subagency. Seller must give written permission for the listing agent to employ subagents.

Buyer's Agent*: A buyer's agent works solely on behalf of the buyer and owes duties to the buyer which include the utmost good faith, loyalty and fidelity. The agent will negotiate on behalf of and act as an advocate for the buyer. The buyer is legally responsible for the actions of the agent when the agent is acting within the scope of the agency. The agent must disclose to potential sellers all adverse material facts concerning the buyer's financial liability to perform the terms of the transaction and whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the parties.

Transaction-Broker*: A transaction-broker assists the buyer or seller or both throughout a real-estate transaction with communication, advice, negotiation, contracting and closing without being an agent or advocate for any of the parties. The parties to a transaction are not legally responsible for the actions of a transaction-broker and a transaction-broker does not owe those parties the duties of an agent. However, a transaction-broker does owe the parties a number of statutory obligations and responsibilities, including using reasonable skill and care in the performance of any oral or written agreement. A transaction-broker must also make the same disclosures as agents about adverse material facts concerning a property or a buyer's financial ability to perform the terms of a transaction and whether the buyer intends to occupy the property. No written agreement is required.

* For purpose of these Definitions, buyer also means "tenant" and seller also means "landlord".

THIS IS NOT A CONTRACT.

We have been given a copy of this Agency/ Subagency Disclosure on (date) _____.

Buyer: _____ Buyer: _____

On (date) _____ I provided the buyer(s) with a copy of this disclosure and have kept a copy for our records.

Brokerage Firm: ProForma West, LLC.

Licensee: _____

* List any non-agency tasks which the company will perform for customers. (If preprinted, must be italicized or differentiated.)