



AFFILIATED BUSINESS ARRANGEMENT BROKER FEE DISCLOSURE NOTICE



CLIENT NAME: _____

Patterson-Schwartz & Associates, Inc. is pleased to endorse financing through Pike Creek Mortgage Services, Inc.; title and/or escrow closing services through The Kirsh Law Firm or Ward & Taylor, LLC; insurance services through Poland & Sullivan Insurance Services, Inc.; and home warranty services through 2-10 Home Buyers Resale Warranty Corporation.

PIKE CREEK MORTGAGE SERVICES, INC.

Patterson-Schwartz & Associates, Inc. (PSA) does not have a direct or indirect ownership in any mortgage service providers; however, PSA receives earnings via a marketing service agreement (“MSA”) with Pike Creek Mortgage Services, Inc. (“PCMS”). You are not required to use PCMS as a condition for purchase or sale of the subject property. There are other mortgage service providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

ATTORNEY/TITLE SERVICES – The Kirsh Law Firm; Ward & Taylor, LLC; T. Carney Sussex Law

Patterson-Schwartz & Associates, Inc. (“PSA”) does not have a direct or indirect ownership in any attorney and/or title organizations; however, PSA receives earnings via a marketing service agreement (“MSA”) with The Kirsh Law Firm (“KLF”), Ward & Taylor, LLC (“WT”) and T. Carney Sussex Law (“TCSL”). You are not required to use KLF, WT, or TCSL as a condition for purchase or sale of the subject property. There are several companies that provide similar legal services. You may be able to obtain these services at a lower rate by shopping with other legal service providers.

INSURANCE SERVICES – Poland & Sullivan Insurance Services, Inc.

Patterson-Schwartz & Associates, Inc. (“PSA”) does not have a direct or indirect ownership in any insurance service organizations; however, PSA receives earnings via a marketing service agreement (“MSA”) with Poland & Sullivan Insurance Services, Inc. (“PSIS”). You are not required to use PSIS as a condition for purchase or sale of the subject property. There are several companies that provide similar insurance services. You may be able to obtain these services at a lower rate by shopping with other insurance providers.

HOME WARRANTY SERVICES – 2-10 Home Buyers Resale Warranty Corporation

Patterson-Schwartz & Associates, Inc. (“PSA”) does not have a direct or indirect ownership in any home warranty service organizations; however, PSA receives earnings via a marketing service agreement (“MSA”) with 2-10 Home Buyers Resale Warranty Corporation (“2-10HBW”). You are not required to use 2-10HBW as a condition for purchase or sale of the subject property. There are several companies that provide similar home warranty services. You may be able to obtain these services at a lower rate by shopping with other home warranty providers.

BROKER FEE – Patterson-Schwartz & Associates, Inc.

In order to maintain resources dedicated to the storage and protection of customer and client data, and to provide extensive online solutions to both buyers and sellers, Patterson-Schwartz & Associates, Inc., charges a Broker Fee of \$ 295.00 in addition to our real estate commission.

ACKNOWLEDGEMENT

I/We have read this disclosure form and understand that PSA may receive a financial or other benefit as a result of individual or other entities utilizing mortgage, attorney, insurance and home warranty services.

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

EXCLUSIVE BUYER/TENANT RESIDENTIAL BROKERAGE AGREEMENT

DATE: _____

1. BUYER (List all): _____

Mailing Address: _____

Office Telephones: _____ Office/Home Fax: _____

Home Telephones: _____ Cell Phones: _____ / _____

Email Addresses: _____ / _____

2. BROKER: _____

Office Address: _____

Office Telephone: _____ Office Fax: _____

Buyer Agent: _____ Direct Line: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

3. BUYER AUTHORIZATION: ("Broker") is hereby authorized by the undersigned Buyer(s) or by the authorized representative of Buyer(s) ("Buyer") to represent Buyer as the exclusive real estate broker in the acquisition of real property, which shall include cooperatives. **As used in this Agreement, "acquisition of real property" shall include any purchase or lease of property. The term "Seller" shall include landlord. The term "Buyer" shall include tenant.** The Buyer seeks the following type of property: _____

4. BUYER AGENCY TERM/RIGHTS OF PARTIES FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT: This agreement shall be effective on _____ (mm/dd/yyyy) and shall continue until midnight on _____ (mm/dd/yyyy), (the "Term") unless terminated in accordance with the provisions of this section. Pursuant to Maryland Code, Real Property, Section 14-903, the Term may not be longer than a year in duration.

As required under Section 17-534(b)(5) of the Maryland Real Estate Brokers Act, the parties agree to the following provision for the termination of this Agreement (**Broker to insert terms of termination**):

An expiration or termination of this Agreement by Buyer or Broker shall be subject to the provisions of Paragraph 8 of this Agreement, and Paragraph 8 of this Agreement shall survive the expiration or termination of this Agreement. Notwithstanding the rights of the parties to terminate this Agreement as provided herein, Broker, in Broker's sole and absolute discretion, may terminate this Agreement at any time and effective immediately in the event Buyer provides any false information or misrepresents any fact to Broker or other third-party. If a Contract of Sale is entered into by Buyer during the Term, which provides for settlement to occur after the expiration of the Term, this Agreement shall be automatically extended until settlement, as provided for in the Contract of Sale, has occurred, including any extension of the settlement by mutual written agreement between Seller and Buyer, but in no event shall the Term, including any extension, extend beyond one year in duration.



5. FAIR HOUSING: Federal, State, and Local Fair Housing laws grant broad protections from discrimination in housing. It is unlawful to discriminate based upon certain protected characteristics, which include, but are not limited to, race, color, religion, sex, national origin, disability, familial status, marital status, sexual orientation, gender identity, and source of income. Buyer agrees to comply with all such Federal, State, and Local Fair Housing laws. Some buyers attempt to stand out to a seller by submitting a letter, photo, or video to describe why the seller should select their offer. Such tactics raise fair housing concerns, and could expose Buyer and Broker to possible violation of Fair Housing laws. To avoid seller consideration of such characteristics when selecting an offer, Buyer agrees not to prepare or submit a letter, photo, video, or any other similar items and instructs and directs Broker to remove from any offer, counter-offer, or any other communication exchanged during the transaction, any letters, photographs, videos or any other similar items other than the contract documents.

6. BUYER RESPONSIBILITIES AND NOTICE REGARDING “COMING SOON” LISTINGS:

- A. Exclusive Relationship with Broker:** Buyer will work exclusively with Broker during the term of this relationship.
- B. Financial Information:** Buyer will furnish Broker with necessary financial and personal information to reasonably establish Buyer’s ability to purchase or lease property.
- C. Signs or Advertisements for Property:** If Buyer sees any signs or advertisements for properties being offered for sale or lease, Buyer will not contact the Seller or agent of the Seller but will first contact Broker named herein, who will provide information about the properties and then make arrangements to see them.
- D. New Home Builders and Open Houses:** In order to avoid the possibility of confusion over the agency relationship and misunderstandings about responsibility for compensation, Buyer agrees not to make a first visit to any new home builder’s model nor contact any other agents representing sellers of new homes without being accompanied by Broker. Buyer agrees not to enter “Open House” properties unless accompanied by Broker or after having had Broker make arrangements with the listing broker.
- E. Notice Regarding “Coming Soon” Status in the MLS:** The “Coming Soon” listing status is an option for properties listed in the MLS that are not available for showing but will be soon. MLS subscribers may view listings under this status. **However, properties listed under the “Coming Soon” status may not be shown and are not syndicated to public real estate websites.** The “Coming Soon” status is automatically updated to “active” on the expected on-market date if not made “active” sooner.

7. BROKER RESPONSIBILITIES: The Agent and Broker agree to:

- A. Locate Real Property:** Use professional knowledge and skills to locate and present real property, which is available for purchase or lease and suitable for the Buyer’s needs.
- B. Assist the Buyer:** Assist Buyer through the process of property acquisition.
- C. Represent Buyer’s Interests:** Represent the interests of the Buyer in all negotiations and transactions regarding the acquisition of real property.

8. BROKER’S COMPENSATION:

NOTICE: Real estate commission rates are not fixed by law or established by any membership organization with which Broker is affiliated. Each real estate brokerage independently sets their own commission rates. Commission rates are negotiable between the Buyer and Broker.

- A. Compensation to be Paid by Buyer:** Subject to Paragraph 8(B), in the event of a sale or lease, the Compensation to be paid by Buyer to Broker shall be (Select only one):

_____ percent (%) of the sales price plus a Broker Fee of \$ 295.00 _____.

_____ percent (%) of the sales price AND \$ _____ plus a Broker Fee of \$ 295.00 _____.

\$ _____ plus a Broker Fee of \$ 295.00 _____.

The Compensation shall be deemed to have been earned by Broker and shall be due and payable to Broker if:

1. During the term of this Agreement or any extension thereof (i) Buyer or any person or entity acting on Buyer’s behalf executes a written agreement to purchase or lease any Property, through the efforts of anyone including Buyer, in which event Buyer, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement; or (ii) if during the period of _____ days following the expiration or termination of this Agreement, Buyer executes a lease or written agreement to purchase any Property that Buyer inspected, made inquiry about, or negotiated to purchase or lease during the term of this Agreement or any extension thereof, in which event Buyer, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement;

Copyright 2024 Maryland REALTORS®. For use by REALTOR® members of Maryland REALTORS® only. Except as negotiated by the parties to the Contract, this form may not be altered or modified in any form without the prior express written consent of Maryland REALTORS®.



- 2. Buyer defaults or voluntarily agrees to terminate a sale or lease; or
- 3. Buyer breaches this Agreement.

In the event of a sale, the Compensation due Broker shall be paid at settlement as a convenience to Buyer. Buyer acknowledges and agrees that settlement on the Property shall not be a condition precedent to Buyer's obligation to Broker as herein provided. If Broker prevails in any action brought to obtain payment of the Compensation, Broker shall also be entitled to recover Broker's reasonable attorney's fees and court costs. Buyer shall have no obligation to pay the Compensation to Broker if Buyer enters into a Buyer Representation Agreement with any other licensed real estate broker following the expiration of this Agreement, or any extension thereof, or following the termination of this Agreement as herein provided, unless such termination by Buyer shall have been made for the purpose of avoiding the obligation of Buyer to pay the Compensation to Broker.

In the event a lease is executed, the Compensation due Broker shall be paid as follows: _____
 _____.

B. Compensation Paid By Listing Broker or Seller: Broker is authorized to receive compensation from the listing broker and/or seller.

1. Property Listed in MLS.

Compensation may be offered from the listing broker to Broker through an offer of cooperative compensation. Broker shall attempt to secure an agreement for the amount of offered compensation from the listing broker prior to submitting an offer to purchase. The amount of compensation received by Broker from a listing broker shall be credited against the Compensation that Buyer has agreed to pay Broker in Paragraph 8.A. of this Agreement.

Except as provided below, if the compensation offered by the listing broker to Broker is less than the Compensation Buyer has agreed to pay Broker in Paragraph 8.A., Buyer shall be obligated to pay the difference. If the amount of compensation offered by the listing broker to Broker is equal to or greater than the Compensation that Buyer agreed to pay Broker in Paragraph 8.A. of this Agreement, Buyer will not have to pay the Compensation specified in Paragraph 8.A. to Broker. **Broker is prohibited from receiving compensation from any source exceeding the Compensation amount specified in Paragraph 8.A.** The amount of any such payment made by listing broker shall be with the seller's and Buyer's prior knowledge and consent and shall in no way affect the obligation of the Broker to act on behalf of the Buyer in the transaction.

If the compensation offered by the listing broker to Broker is less than the Compensation Buyer has agreed to pay Broker in Paragraph 8.A. of this Agreement, Buyer may include in the offer to purchase a request that the Seller compensate Broker in an amount equal to the difference between the Compensation in Paragraph 8.A. and the amount offered by the listing broker.

2. Property Not Listed in MLS.

On property not listed in the MLS, Broker shall disclose to the seller at first contact that Broker represents Buyer and shall provide written confirmation of the disclosure to the seller not later than execution of any purchase or lease agreement. Broker shall make any request for compensation from the seller at first contact.

Buyer acknowledges that Buyer has read and understands the provisions of Paragraph 8.

(Buyer to initial): _____/_____



9. DISCLAIMER AND LIMITATIONS:

- A. Limitations of Broker's Ability:** Buyer acknowledges that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, certified home inspector or other professional service provider. Buyer has been advised to seek professional advice for legal, tax and other matters.
- B. Representation of Other Buyers:** Buyer acknowledges that Broker may represent other Buyers and that other potential Buyers may consider, make offers on, lease or purchase properties through Broker. Buyer consents to Broker's representation of other Buyers before, during, and after the expiration of this Agreement.
- C. Subsequent Offers:** Upon entering into a Contract of Sale or Lease pursuant to this Agreement, Broker shall have no further obligation hereunder to procure any subsequent properties for Buyer.
- D. Ministerial Acts:** Buyer hereby consents to and authorizes Broker and Broker's agents to provide ministerial acts as defined by law on behalf of Buyer to third persons in connection with the purchase or lease of the Property.
- E. Confidentiality of Offers:** Buyer acknowledges the possibility that sellers or seller's representatives may not treat the existence, terms or conditions of the Buyer's offer as confidential information.

10. INTRA-COMPANY AGENT REPRESENTATION: When the Buyer and seller are each represented by sales associates of the Broker, the Broker is a dual agent. Dual agency is permitted only when disclosed and with the knowledge and written consent of both parties. However, the sales associate assigned by the Broker as an intra-company agent may continue to provide the same services that a buyer's agent can provide on a property listed with another broker. In the event Buyer elects to consent to dual agency, buyer agrees to sign the required Consent For Dual Agency form as published by the Maryland Real Estate Commission. In the event Buyer elects not to consent to dual agency, Buyer acknowledges and agrees that Buyer will not be advised or shown properties listed by Broker and will only be shown properties listed by other real estate brokers.

11. FLOOD DISCLOSURE NOTICE:

A. FLOOD INSURANCE PREMIUMS: The Property or part of the Property may be located in an area established by the government as a "flood plain" or otherwise in an area where flood insurance could be required. In addition, construction on the Property could be prohibited or restricted.

The National Flood Insurance Program ("NFIP") provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the NFIP those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance. As a result, premiums paid for flood insurance on the Property, if any, may not be indicative of premiums that will apply after the Property is purchased. Detailed information regarding flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future may be obtained at: <https://www.fema.gov/national-flood-insurance-program>.

B. FLOOD INSURANCE RATE MAPS: The State of Maryland in conjunction with the Federal Emergency Management Agency has been systematically updating flood insurance rate maps. The Property may be affected. Buyer is advised to contact the Maryland Department of the Environment and consult a flood insurance carrier to inquire about the status of the Property. Detailed information regarding updated maps may be obtained at: <http://www.md floodmaps.net>.

12. REPAIRS OF PROPERTY: Buyer is hereby notified that repairs of the Property may require that the individuals engaged to perform such repairs must be duly licensed.

13. LEGAL CONSTRUCTION: This Agreement is binding upon the parties hereto, and their personal representatives, successors, heirs and assigns. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each. This Agreement contains the entire Agreement of the parties and cannot be changed except by the written agreement of the parties hereto. Buyer warrants that there are no other existing agreements or conditions other than as set forth herein. This is a legally binding Agreement; if not understood, seek competent legal, tax or other professional advice. Buyer has not relied upon any statement or representation of Broker except as set forth in this Agreement. This Agreement shall be interpreted and construed in accordance with the laws of the State of Maryland.

Broker/Agent: _____ Client: _____ Date: _____

 Seller Client Buyer Client Address: _____**WHAT IS BRIGHT MLS?**

Bright runs the largest, most accurate, up-to-date database of properties for sale and rent in the area, creating an open, transparent market for information about available homes. Most websites and apps get their information from Bright's multiple listing service (MLS). For more information, go to www.brightmls.com/open.

HOW DOES BRIGHT WORK?

Impartial Cooperation Among Agents and Brokers. Bright supports an open, transparent market for property information by requiring subscribers (licensed agents and brokers) to cooperatively share information about all available properties and make them available to subscribers in the area on an impartial basis.

Open, Transparent Access to Information. You and your broker decide on the information, pictures, and price submitted to Bright for your home. Bright checks it for accuracy, enhances it with historical records, and shares it (for free) with 100,000+ brokers/agents and thousands of sites and apps. Bright charges you nothing; subscribers pay a flat subscription fee.

What do I need to know about broker fees?

What your broker may earn, and what you may pay, must be agreed in a contract by the time you (seller/landlord) sign a listing agreement, or you (buyer/tenant) are taken on a home tour. **Those amounts are not set by law, trade association, or Bright; they are fully negotiable.**

Subscribers must work impartially with their clients and other subscribers, in their client's best interest, regardless of any financial arrangement with another broker, which may not be communicated using Bright's system and must be disclosed in writing to their client.

A buyer/tenant may ask in a purchase offer for a seller/landlord to cover closing costs, including broker fees. If you are a seller/landlord, you may choose to agree to cover a buyer's closing costs or service provider fees (e.g., title, broker or lawyer fees), or provide other concessions.

Client Initials to Acknowledge Understanding the Above: _____

As the seller/landlord, how will my broker use Bright to market my home?

1: When will your broker allow potential buyers/renters to learn about the property? ___ / ___ / ___ (date)
Subscribers must submit information to Bright about every property with an exclusive listing within two days of allowing any potential buyers (or renters) to learn about the property.

2: How will your broker use Bright? (Initial one applicable option)

_____ **2-A. Use Bright to share my home's information with the open market (Internet: Yes)**

Bright will share the property's information with other subscribers and popular websites/apps. You and your broker still manage access to the home (use option 2-C if tours/showings/open houses are not yet available when information must be submitted to Bright).

_____ **2-B. Use Bright to share my home's information with real estate professionals in Bright's MLS only, and do not publicly market my home on the Internet (Internet: No)**

Your broker may select not to have your property's information shared with websites/apps. You and your broker still manage access to the home (use option 2-C if tours/showings/open houses are not yet available when information must be submitted to Bright).

_____ **2-C. My home is ready for marketing, but will be ready for showings beginning on** ___ / ___ / ___ (date)

The property will be "Coming Soon" in Bright until ready for home tours/showings/open houses, and then "Active" once any of those begin. *If option 2-C is selected, also circle one: Internet: Yes / No*

_____ **2-D. I do not want my home on the open market: Restrict marketing only to my broker's network.**

Studies show that homes publicly marketed through Bright's MLS typically sell for significantly more than homes marketed as "off MLS," "off market," "private" or "exclusive." And most homes that start with restricted marketing find a buyer only once marketed through the MLS to the open market. If you want to instruct your broker to restrict marketing, then you must sign Bright's separate Limited Marketing/Office Exclusive form because this limits people's access to information.

Bright subscribers complete this form with each client no later than signing a representation agreement.

If you reconsider any selection, update this form with your broker. Maintain a copy for your records.

HOMEBUYERS: HERE'S WHAT THE NAR SETTLEMENT MEANS FOR YOU

Buying a home is one of the largest financial transactions most people will ever undertake. Agents who are REALTORS® are a trusted source of advice and stand ready to help you navigate your homebuying journey and make the choices that work best for you. NAR's recent settlement has led to several changes that benefit homebuyers, and we wanted to clearly lay them out for you.

Here is what the settlement means for homebuyers:

- You will sign a written agreement with your agent before touring a home.
- Before signing this agreement, you should ensure it reflects the terms you have negotiated with your agent and that you understand exactly what services and value will be provided, and for how much.
- The buyer agreement must include four components concerning compensation:
 - a. A specific and conspicuous disclosure of the amount or rate of compensation the real estate agent will receive or how this amount will be determined.
 - b. Compensation that is objective (e.g., \$0, X flat fee, X percent, X hourly rate)—and not open-ended (e.g., cannot be “buyer broker compensation shall be whatever the amount the seller is offering to the buyer”).
 - c. A term that prohibits the agent from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and,
 - d. A conspicuous statement that broker fees and commissions are fully negotiable and not set by law.
- Written agreements apply to both in-person and live virtual home tours.
- You do not need a written agreement if you are just speaking to an agent at an open house or asking them about their services.
- The seller may agree to offer compensation to your agent. This practice is permitted but the offer cannot be shared on a Multiple Listing Service (MLS)—MLSs are local marketplaces used by both buyer brokers and listing brokers to share information about properties for sale.

- You can still accept concessions from the seller, such as offers to pay your closing costs.

These practice changes will go into effect August 17.

Here is what the settlement doesn't change:

- Agents who are REALTORS® are here to help you navigate the homebuying process and are ethically obligated to work in your best interest.
- Compensation for your agent remains fully negotiable, and if your agent is a REALTOR®, they must abide by the REALTOR® Code of Ethics and have clear and transparent discussions with you about compensation. When finding an agent to work with, ask questions about compensation and understand what services you are receiving.
- You have choices. Work with your agent to understand the full range of these choices when buying a home, which will help you make the best possible decision for your needs.

More details about these changes and what they mean can be found at:

facts.realtor

Broker/Agent: _____ Client: _____ Date: _____

 Seller Client Buyer Client Address: _____**WHAT IS BRIGHT MLS?**

Bright runs the largest, most accurate, up-to-date database of properties for sale and rent in the area, creating an open, transparent market for information about available homes. Most websites and apps get their information from Bright's multiple listing service (MLS). For more information, go to www.brightmls.com/open.

HOW DOES BRIGHT WORK?

Impartial Cooperation Among Agents and Brokers. Bright supports an open, transparent market for property information by requiring subscribers (licensed agents and brokers) to cooperatively share information about all available properties and make them available to subscribers in the area on an impartial basis.

Open, Transparent Access to Information. You and your broker decide on the information, pictures, and price submitted to Bright for your home. Bright checks it for accuracy, enhances it with historical records, and shares it (for free) with 100,000+ brokers/agents and thousands of sites and apps. Bright charges you nothing; subscribers pay a flat subscription fee.

What do I need to know about broker fees?

What your broker may earn, and what you may pay, must be agreed in a contract by the time you (seller/landlord) sign a listing agreement, or you (buyer/tenant) are taken on a home tour. **Those amounts are not set by law, trade association, or Bright; they are fully negotiable.**

Subscribers must work impartially with their clients and other subscribers, in their client's best interest, regardless of any financial arrangement with another broker, which may not be communicated using Bright's system and must be disclosed in writing to their client.

A buyer/tenant may ask in a purchase offer for a seller/landlord to cover closing costs, including broker fees. If you are a seller/landlord, you may choose to agree to cover a buyer's closing costs or service provider fees (e.g., title, broker or lawyer fees), or provide other concessions.

Client Initials to Acknowledge Understanding the Above: _____

As the seller/landlord, how will my broker use Bright to market my home?

1: When will your broker allow potential buyers/renters to learn about the property? ___ / ___ / ___ (date)
Subscribers must submit information to Bright about every property with an exclusive listing within two days of allowing any potential buyers (or renters) to learn about the property.

2: How will your broker use Bright? (Initial one applicable option)

_____ **2-A. Use Bright to share my home's information with the open market (Internet: Yes)**

Bright will share the property's information with other subscribers and popular websites/apps. You and your broker still manage access to the home (use option 2-C if tours/showings/open houses are not yet available when information must be submitted to Bright).

_____ **2-B. Use Bright to share my home's information with real estate professionals in Bright's MLS only, and do not publicly market my home on the Internet (Internet: No)**

Your broker may select not to have your property's information shared with websites/apps. You and your broker still manage access to the home (use option 2-C if tours/showings/open houses are not yet available when information must be submitted to Bright).

_____ **2-C. My home is ready for marketing, but will be ready for showings beginning on** ___ / ___ / ___ (date)

The property will be "Coming Soon" in Bright until ready for home tours/showings/open houses, and then "Active" once any of those begin. *If option 2-C is selected, also circle one: Internet: Yes / No*

_____ **2-D. I do not want my home on the open market: Restrict marketing only to my broker's network.**

Studies show that homes publicly marketed through Bright's MLS typically sell for significantly more than homes marketed as "off MLS," "off market," "private" or "exclusive." And most homes that start with restricted marketing find a buyer only once marketed through the MLS to the open market. If you want to instruct your broker to restrict marketing, then you must sign Bright's separate Limited Marketing/Office Exclusive form because this limits people's access to information.

Bright subscribers complete this form with each client no later than signing a representation agreement.

If you reconsider any selection, update this form with your broker. Maintain a copy for your records.



STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

THIS NOTICE IS NOT A CONTRACT

In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"

Agents Who Represent the Seller

Seller's Agent: A seller's agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. A Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the seller.

Subagent: A Subagent means a licensed real estate broker, licensed associate real estate broker, or licensed real estate salesperson who is not affiliated with or acting as the listing real estate broker for a property, is not a buyer's agent, has an agency relationship with the seller, and assists a prospective buyer in the acquisition of real estate for sale in a non-agency capacity. The subagent works for a real estate company different from the company for which the seller's agent works. The subagent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the seller.

If you are viewing a property listed by the company with whom the agent accompanying you is affiliated, and you have not signed a Buyer Agency Agreement and a "Consent for Dual Agency" form, that agent is representing the seller

Agents Who Represent the Buyer

Buyer's Agent : A buyer may enter into a written contract with a real estate broker which provides that the broker will represent the buyer in locating a property to buy. The agent from that broker's company is then known as the buyer's agent. The buyer's agent assists the buyer in evaluating properties and preparing offers and developing negotiation strategies and works in the best interest of the buyer. The agent's fee is paid according to the written agreement between the broker and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement.

Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

If both seller and buyer agree to dual agency by signing a Consent For Dual Agency form, the "dual agent" (the broker or the broker's designee) shall assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategies.

If either party does not agree to dual agency, the real estate company must withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate broker/company. If the buyer's agreement is terminated, the buyer may choose to enter into a written buyer agency agreement with a different broker/ company. Alternatively, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying property:

>Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.

>Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.

>All agreements with real estate brokers and agents must be in writing and explain the duties and obligations of both the broker and the agent. The agreement must explain how the broker and agent will be paid and any fee-sharing agreements with other brokers.

>You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate licensee is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate licensee may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6205

We, the Sellers/Landlord Buyers/Tenants acknowledge receipt of a copy of this disclosure and that _____ (firm name) and _____ (salesperson) are working as:

(You may check more than one box but not more than two)

- seller/landlord's agent
- subagent of the Seller
- buyer's /tenant's agent
- intra-company agent/dual agent (**CHECK BOX ONLY IF CONSENT FOR DUAL AGENCY FORM HAS BEEN SIGNED**)

Signature (Date) Signature (Date)
* * * * *

I certify that on this date I made the required agency disclosure to the individuals identified below and they were **unable or unwilling** to acknowledge receipt of a copy of this disclosure statement

Name of Individual to whom disclosure made Name of Individual to whom disclosure made

Agent's Signature (Date)