

# Agency Disclosure Information for Buyers and Sellers

Company \_\_\_\_\_ Agent Name \_\_\_\_\_

Nebraska law requires all real estate licensees provide this information outlining the types of real estate services being offered. For additional information on Agency Disclosure and more go to: <http://www.nrec.ne.gov/consumer-info/index.html>

The agency relationship offered is (initial one of the boxes below, all parties initial if applicable):

                     **Limited Seller's Agent**

- Works for the seller
- Shall not disclose any confidential information about the seller unless required by law
- May be required to disclose to a buyer otherwise undisclosed adverse material facts about the property
- Must present all written offers to and from the seller in a timely manner
- Must exercise reasonable skill and care for the seller and promote the seller's interests

A written agreement is required to create a seller's agency relationship

                     **Limited Buyer's Agent**

- Works for the buyer
- Shall not disclose any confidential information about the buyer unless required by law
- May be required to disclose to a seller adverse material facts including facts related to buyer's ability to financially perform the transaction
- Must present all written offers to and from the buyer in a timely manner
- Must exercise reasonable skill and care for the buyer and promote the buyer's interests

A written agreement is not required to create a buyer's agency relationship

                     **Limited Dual Agent**

- Works for both the buyer and seller
- May not disclose to seller that buyer is willing to pay more than the price offered
- May not disclose to buyer that seller is willing to accept less than the asking price
- May not disclose the motivating factors of any client
- Must exercise reasonable skill and care for both buyer and seller

A written disclosure and consent to dual agency required for all parties to the transaction

                     **Customer Only** (list of services provided to a customer, if any, on reverse side)

- **Agent does not work for you**, agent works for another party or potential party to the transaction as:  
  \_\_\_ Limited Buyer's Agent \_\_\_ Limited Seller's Agent  
  \_\_\_ Common Law Agent (attach addendum)
- Agent may disclose confidential information that you provide agent to his or her client
- Agent must disclose otherwise undisclosed adverse material facts:  
  - about a property to you as a buyer/customer -  
  - about buyer's ability to financially perform the transaction to you as a seller/customer
- Agent may not make substantial misrepresentations

           **Common Law Agent for**        **Buyer**        **Seller** (complete and attach Common Law Agency addendum)

**THIS IS NOT A CONTRACT AND DOES NOT CREATE ANY FINANCIAL OBLIGATIONS.** By signing below, I acknowledge that I have received the information contained in this agency disclosure and that it was given to me at the earliest practicable opportunity during or following the first substantial contact with me and, further, if applicable, as a customer, the licensee indicated on this form has provided me with a list of tasks the licensee may perform for me.

## Acknowledgement of Disclosure

(Including Information on back of form)

\_\_\_\_\_  
(Client or Customer Signature)                      (Date)

\_\_\_\_\_  
(Client or Customer Signature)                      (Date)

\_\_\_\_\_  
(Print Client or Customer Name)

\_\_\_\_\_  
(Print Client or Customer Name)

**Contact Information:**

1. Agent Name(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Only the agent(s) named in #1 (above) is offering to represent you as your agent. Other licensees of the same brokerage or members of the same team may work for another party to the transaction and should NOT be assumed to be your agent. \_\_\_\_\_ Initial \_\_\_\_\_ Initial

\*This paragraph is not applicable if the proposed agency relationship is a customer only or the brokerage does not practice designated agency.

2. Team Name: \_\_\_\_\_  
Team Leader Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

3. Managing Broker Name: **Judy Burford, Bryan Fraser, Mark Leaders, Trudy Meyer**  
Phone Number(s): **402-934-1590**

4. Designated Broker Name: **Scott Vogt** Company: **CBSHOME Real Estate**  
Phone Number: **402-964-4600**

Client or Customer name(s): \_\_\_\_\_



## Disclosure of Brokerage Relationships in Real Estate Transactions for Buyers and Sellers



**When CBSHOME Real Estate works with an Unrepresented Seller**  
CBSHOME Real Estate, when representing Buyer, provides all statutory services and duties required of a Limited Buyer's Agent to the Buyer-Client. When CBSHOME Real Estate represents a Buyer and works with an unrepresented Seller, a CBSHOME Real Estate Agent may perform the following tasks for a Seller – Customer.

- a. Present buyer's offer and provide background information, except that required to be confidential, relating to the buyer's ability to perform.
- b. Review and explain clauses in the Purchase Agreement.
- c. Present market data that justifies the buyer's offer.
- d. Present seller counter-offers to the buyer.
- e. Assist in the transaction until closing.

A CBSHOME Real Estate Agent representing a buyer will seek compensation from the seller, but in addition at closing, CBSHOME Real Estate collects a fee from Buyer-Clients or unrepresented sellers, except as otherwise specified in a written agreement or affected by lender requirements unless otherwise agreed with the client in writing.

**When CBSHOME Real Estate works with an Unrepresented Buyer**  
CBSHOME Real Estate, when representing a Seller, provides all statutory services and duties required of a Limited Seller's Agent. When CBSHOME Real Estate represents a Seller and works with an unrepresented Buyer, a CBSHOME Real Estate Agent may perform the following tasks for a Buyer-Customer.

- a. Explain the home buying process.
- b. Provide information on available financing.
- c. Review and explain clauses in the purchase agreement.
- d. Present offers to the seller and counter-offers from the seller.
- e. Assist in the transaction until closing.

At closing, CBSHOME Real Estate collects a flat fee from Sellers, Buyer-Customers, except as otherwise specified in a written agreement or affected by lender requirements.

**Limited Dual Agency**  
CBSHOME Real Estate offers Limited Dual Agency.

**Common Law Agency**  
CBSHOME Real Estate offers Common Law Agency only for specific situations by written agreement.

I, \_\_\_\_\_ and I, \_\_\_\_\_ (consumer names),  
acknowledge that I/we have received a copy of this document on \_\_\_\_\_, 20\_\_\_\_ (date) and  
\_\_\_\_\_, 20\_\_\_\_ (date), respectively.