

UNREPRESENTED BUYER DISCLOSURE

AND ACKNOWLEDGEMENT

Document:
July 2024



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1. **Buyer:** _____ (“Unrepresented Buyer”)
 2. **Seller:** _____ (“Seller”)
 3. **Seller Broker:** _____ (“Seller Broker”)
 4. _____, _____
AGENT NAME AGENT NAME
 5. **Address:** _____ (“Premises”)

DRAFT

DRAFT

FIRM NAME

AGENT NAME

AGENT NAME

6. **SELLER BROKER INFORMED UNREPRESENTED BUYER OF THEIR RIGHT TO HIRE A BUYER’S AGENT WHO WOULD REPRESENT ONLY THEM. HOWEVER, UNREPRESENTED BUYER HAS ELECTED NOT TO BE REPRESENTED BY A BUYER BROKER TO PROTECT THEIR INTERESTS IN THE PURCHASE OF THE PREMISES AND ACKNOWLEDGES THE FOLLOWING:**

10. (a) **Representation.** Seller Broker only represents the Seller in the sale of the Premises and does not represent the Unrepresented Buyer. Seller Broker will communicate with the Unrepresented Buyer, may provide the Unrepresented Buyer with transaction documents, and may conduct other activities to accomplish the sale of the Premises. However, all such activities are performed solely on behalf of the Seller to facilitate a successful sale of their Premises, and not for the benefit of the Unrepresented Buyer and does not create an agency relationship.

15. (b) **Real Estate Agency Disclosure and Election Form (READE).** Unrepresented Buyer has received and signed the READE Form acknowledging that Seller Broker only represents the Seller and not the Unrepresented Buyer.

18. (c) **Fiduciary Duties to Seller.** Seller Broker owes fiduciary duties to Seller of loyalty, obedience, disclosure, confidentiality, and accounting. Because Seller Broker has a duty to disclose information to the Seller, the Unrepresented Buyer should not disclose any confidential information to Seller Broker who is obligated to convey the information to the Seller.

21. (d) **Fair Dealings.** Seller Broker shall be honest and truthful to Unrepresented Buyer and deal fairly with them. Unrepresented Buyer acknowledges that statements made by Seller have not been independently verified by Seller Broker and Seller Broker is not responsible for Seller’s representations.

24. (e) **Due Diligence.** Unrepresented Buyer acknowledges it is their responsibility to protect their own interests and are encouraged to hire their own professionals to advise them in matters of real estate, inspection, financing, zoning, law, tax, insurance, or any other area they deem appropriate to assist them in purchasing the Premises. Unrepresented Buyer assumes all risk should they choose not to hire professionals to assist them in purchasing the Premises.

27. **I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND UNDERSTAND ITS CONTENT**

28. _____ DATE _____ DATE
UNREPRESENTED BUYER’S SIGNATURE UNREPRESENTED BUYER’S SIGNATURE

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29. _____
PRINTED NAME PRINTED NAME