UNREPRESENTED BUYER DISCLOSURE

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ARIZONA association of REALTORS®
REAL SOLUTIONS. REALTOR® SUCCESS.

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REALTOR® EQUAL HOUSING OPPORTUNITY

1. **Buyer(s):** _____ ("Unrepresented Buyer")

2. **Seller(s):** _____ ("Seller")

3. **Seller Broker:** _____ ("Seller Broker")
FIRM NAME

4. acting through _____, _____
AGENT NAME AGENT NAME

5. **Address:** _____ ("Premises")

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

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

14. (b) **Real Estate Agency Disclosure and Election Form (READE).** Unrepresented Buyer should review and sign the READE
15. Form acknowledging that Seller Broker only represents Seller and not Unrepresented Buyer.

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

19. (d) **Fair Dealings.** Seller Broker shall be honest and truthful to Unrepresented Buyer and deal fairly with them. However, the duty
20. to deal fairly **does not** include giving advice to Unrepresented Buyer on the steps they should take to protect their own interests,
21. provide interpretation of contract terms or notify them of deadlines. Unrepresented Buyer acknowledges that statements made by
22. Seller have not been independently verified by Seller Broker and Seller Broker is not responsible for Seller's representations.

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

27. (f) **Compensation.** Seller Broker compensation is not set by law, is fully negotiable, and shall be paid by the Seller pusuant to
28. separate agreement.

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

^ UNREPRESENTED BUYER'S SIGNATURE DATE	^ UNREPRESENTED BUYER'S SIGNATURE DATE
^ PRINTED NAME	^ PRINTED NAME

SAMPLE