

**WAIVER OF AGENCY DUTIES
BUYER FORM**

LICENSEE NAME: _____ LIC #: _____

BUYER-CLIENT NAME: _____

FIDUCIARY DUTIES REQUIRED BY ALL LICENSEES

The following duties may not be waived.

- In accepting employment by a buyer-client, a licensee pledges a primary duty of absolute fidelity to protect and promote the interest of the buyer-client or buyer-clients.
- Using reasonable efforts to further the interest of the buyer-client;
- Exercising reasonable skill and care in representing the buyer-client and carrying out the responsibilities of the agency relationship;
- Performing the terms of the written agency agreement;
- Following lawful instructions of the buyer-client unless doing so would expose the licensee to liability from another party to a contract, lease or rental agreement;
- Performing all duties specified in this section in a manner that demonstrates loyalty to the interest of the buyer-client;
- Complying with all requirements of this section and other applicable statutes, rules and regulations;
- Disclosing to the buyer-client material facts of the transaction that the licensee is aware of or should be aware of in the exercise of reasonable skill and care and that are not confidential information under a current or prior agency or dual agency relationship;
- Advising the buyer-client to obtain expert advice concerning material matters when necessary or appropriate;
- Accounting in a timely manner for all moneys and property received in which the buyer-client has or may have an interest;
- Keeping confidential all confidential information;
- Refraining from disclosing confidential information to a licensee who is not an agent of the buyer-client.

AGENCY DUTIES ABLE TO BE WAIVED

Please initial beside each duty that is being waived.

- _____ Using reasonable efforts to locate a property at a price and with purchase or lease terms acceptable to the buyer or lessee
- _____ Answering the buyer's or lessee's questions regarding the steps the buyer must take to fulfill the terms of any contract
- _____ Providing information to the buyer or lessee regarding offers or counteroffers
- _____ Assisting the buyer or lessee in developing, communicating and presenting offers or counteroffers
- _____ Presenting an offer to purchase or lease to the seller or lessor or their agent, regardless of whether or not the property is subject to a contract of sale, lease or letter of intent to lease
- _____ Accepting delivery of and presenting any counteroffers to the buyer or lessee

Agreement to Waive

By signing below, I agree that the real estate licensee who represents me will not perform the duties that are initialed above. I also understand that in a proposed real estate transaction, no other real estate licensee will perform the waived duties, and I realize that I may need to hire other professionals such as an attorney.

Signature of BUYER-CLIENT

Date

Signature of LICENSEE

Date