

**WAIVER OF AGENCY DUTIES  
SELLER FORM**

LICENSEE NAME: \_\_\_\_\_ LIC #: \_\_\_\_\_

SELLER-CLIENT NAME: \_\_\_\_\_

**FIDUCIARY DUTIES REQUIRED BY ALL LICENSEES**

**The following duties may not be waived.**

- In accepting employment by a seller-client, a licensee pledges a primary duty of absolute fidelity to protect and promote the interest of the seller-client or seller-clients.
- Using reasonable efforts to further the interest of the seller-client;
- Exercising reasonable skill and care in representing the seller-client and carrying out the responsibilities of the agency relationship;
- Performing the terms of the written agency agreement;
- Following lawful instructions of the seller-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 seller-client;
- Complying with all requirements of this section and other applicable statutes, rules and regulations;
- Disclosing to the seller-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 seller-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 seller-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 seller-client.

**AGENCY DUTIES ABLE TO BE WAIVED**

**Please initial beside each duty that is being waived.**

- \_\_\_\_\_ Using reasonable efforts to obtain a purchase or lease offer at a price and with terms acceptable to the seller or lessor
- \_\_\_\_\_ Accepting delivery of and presenting an offer to the seller or lessor in a timely manner, regardless of whether or not the property is subject to a contract of sale, lease or letter of intent to lease
- \_\_\_\_\_ Answering the seller's or lessor's questions regarding the steps the seller or lessor must take to fulfill the terms of a contract
- \_\_\_\_\_ Providing information to the seller or lessor regarding offers or counteroffers of which the licensee has actual knowledge
- \_\_\_\_\_ Assisting the seller or lessor in developing, communicating, and presenting offers or counteroffers

**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 SELLER-CLIENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of BROKER

\_\_\_\_\_  
Date