

**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY, OR TRANSACTION-BROKERAGE.**



**300 South 6th Street  
Montrose, Colorado 81401  
Office (970) 249-4725  
Fax (970) 249-4085**

**DEFINITIONS OF  
WORKING  
RELATIONSHIPS**

For purposes of this disclosure, seller also means "landlord" (which includes sublandlord) and buyer also means "tenant" (which includes subtenant).

**Seller's Agent:** A seller's agent (or listing agent) works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

**Buyer's Agent:** A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent including the buyer's financial ability to perform the terms of the transaction and if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

**Transaction-Broker:** A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

**Customer:** A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

**THIS IS NOT A CONTRACT**

I acknowledge receipt of a copy of this Definitions form on (date) \_\_\_\_\_

\_\_\_\_\_  
Buyer: \_\_\_\_\_ Date of signature \_\_\_\_\_ .

\_\_\_\_\_  
Buyer: \_\_\_\_\_ Date of signature \_\_\_\_\_ .

On (date) \_\_\_\_\_, Broker provided

with this Definitions form at \_\_\_\_\_ (location)  
and retained a copy for the Broker's records.

Broker \_\_\_\_\_

**Montrose-RealEstate.com**

**Scott Scarborough, Broker/Owner**

Brokerage Firm's Name:

The printed portions of this form, except *differentiated* additions, have been approved by the Colorado Real Estate Commission. (DD25-5-04)

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\_\_\_\_\_  
Date of signature \_\_\_\_\_  
Seller:

\_\_\_\_\_  
Date of signature \_\_\_\_\_  
Seller:

On (date) \_\_\_\_\_, Broker provided

with this Definitions form at \_\_\_\_\_ (location)  
and retained a copy for the Broker's records.

\_\_\_\_\_  
Broker

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**BROKERAGE DISCLOSURE  
TO BUYER**

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**RELATIONSHIP BETWEEN BROKER AND BUYER**

The Broker and Buyer referenced below have NOT entered into a buyer agency agreement. The working relationship specified below is for a specific property described as:

or real estate which substantially meets the following requirements:

The printed portions of this form, except *differentiated* additions, have been approved by the Colorado Real Estate Commission. (BD24-5-04)

**CHECK ONE BOX ONLY:**

- Customer:** The Broker is the seller's agent and the Buyer is a customer.
- Customer for Broker's Listings - Transaction-Brokerage for Other Properties:** When the Broker is the seller's agent, the Buyer is a customer. When the Broker is not the seller's agent, the Broker is a transaction-broker assisting in the transaction.
- Transaction-Brokerage Only:** The Broker is a transaction-broker assisting in the transaction.

If the Broker is acting as a transaction-broker, Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Buyer, or use such information to the detriment of Buyer.

**THIS IS NOT A CONTRACT.**

**BUYER ACKNOWLEDGEMENT:**

The Buyer acknowledges that the Buyer has received this Brokerage Disclosure to Buyer on \_\_\_\_\_.

\_\_\_\_\_  
Buyer: \_\_\_\_\_ Date of signature \_\_\_\_\_.

\_\_\_\_\_  
Buyer: \_\_\_\_\_ Date of signature \_\_\_\_\_.

**BROKER ACKNOWLEDGEMENT:**

On (date) \_\_\_\_\_, Broker provided

\_\_\_\_\_  
\_\_\_\_\_  
(Buyer) with this Brokerage Disclosure to Buyer at \_\_\_\_\_  
(location) and retained a copy for the Broker's records.

\_\_\_\_\_  
Broker

**Montrose-RealEstate.com**

**Scott Scarborough, Broker/Owner**

\_\_\_\_\_  
Brokerage Firm's Name:

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