

**ABC REALTY'S OFFICE POLICY WHEN REPRESENTING BUYERS**

**Agency Relationships.** Indiana law (I.C. 25-34.1-10-9.5) provides that a Licensee has an agency relationship with, and is representing, the individual with whom the Licensee is working unless (1) there is a written agreement to the contrary; or (2) the Licensee is merely assisting the individual as a customer. The Licensee (your broker or salesperson) at ABC Realty represents the interests of the Buyer as a Buyer's agent when showing another company's listing. Such Licensee owes duties of trust, loyalty, confidentiality, accounting and disclosure to the Buyer. However, Licensee must deal honestly with a seller. All representations made by Licensee are made as the agent of the Buyer.

**Limited Agency Authorization.** The Licensee or the principal or managing broker may personally represent a seller as a seller's agent in the case of a property listed with ABC Realty. If that occurs, then Licensee has agency duties to both Buyer and Seller which may be different or even adverse. If limited agency arises, Licensee **shall not disclose** the following without the informed consent, in writing, of both Buyer and Seller:

- (a) Any material or confidential information, except adverse material facts or risks actually known by Licensee concerning the physical condition of the Property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties.
- (b) That a Buyer will pay more than the offered purchase price for the Property.
- (c) That Seller will accept less than the listed price for the Property.
- (d) Other terms that would create a contractual advantage for one party over another party.
- (e) What motivates a party to buy or sell the Property.

In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the limited agent or among Licensees.

As a buyer's agent or limited agent, Licensee will obtain compensation pursuant to a listing contract unless a written Buyer's Agency Contract provides for an alternative payment method.

**Year 2000 Disclosure/Disclaimer.** To the best of ABC Realty's knowledge, our computers are Y2K compliant. Because a typical real estate transaction involves other outside professionals including, but not limited to, lenders, underwriters, appraisers, surveyors, inspectors, pest control companies, contractors, home warranty companies and title companies, there is a potential for computer problems outside ABC Realty's control. These problems could adversely affect (i.e. computer failures, long delays, problems, etc.) the closing of your transaction on or about January 1, 2000 or thereafter.

By signing below, Buyer acknowledges that Limited Agency Authorization has been read and understood. Buyer understands that Buyer does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and waives any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s) arising from Licensee's(s') role of limited agent(s). Buyer further waives any claims, damages, losses, expenses, including attorneys' fees and costs, against ABC Realty and Licensee for Y2K computer failures, delays or problems relating to the closing of your transaction.

\_\_\_\_\_  
Buyer's Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Buyer's Signature Date

\_\_\_\_\_  
Printed Name