

Brokerage Name: ResiHome LLC

License #: 246006

Address: 3630 Peachtree Rd. NE, Suite 1500, Atlanta, GA 30326

Phone: (866) 500-7064

To be completed when presenting an offer.

AGENCY DISCLOSURE STATEMENT -- SELLER

The real estate agent who is providing you with this form is required to do so by Kentucky law. The purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord.)

Seller(s): _____

Property Address: _____

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The Seller is represented by _____

AGENT

NAME OF BROKERAGE AND PRINCIPAL BROKER'S NAME

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the same real estate brokerage represent both the Buyer and the Seller, check the following relationship that will apply:

Designated Agency:

- Agent(s) _____ of _____ represents the Seller and another Agent(s) in the same firm represents the Buyer. The principal broker and managers will be "dual agents," which is explained on the back of this form. As dual agents, they will remain loyal to both parties in the transaction, and they will protect all parties' confidential information; OR

Dual Agency:

- Every agent in the brokerage represents every "client" of the brokerage. Therefore, Agent(s) _____ and _____ will be working for both the Buyer and Seller as "dual agents". Dual agency is explained on the back of this form. As a dual agent, they will remain loyal to both parties in the transaction, and they will protect all parties' confidential information. To the best of the Agent's knowledge, neither the agent(s) nor the principal broker acting as a dual agent in this transaction has a **PERSONAL, FAMILY, or BUSINESS** relationship with either the Buyer or Seller. *If such a relationship does exist, please explain:*

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

(Mark the appropriate box.)

Agent _____ and the brokerage _____ will

- be a "dual agent" representing both parties in this transaction. Dual agency is explained on the back of this form. As dual agents will they will remain loyal to both parties, and they will protect all parties' confidential information. To the best of the agent's knowledge, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a **PERSONAL, FAMILY, or BUSINESS** relationship with either the Buyer or Seller. *If such a relationship does exist, please explain:* _____; OR

- represent only the (check one) Seller or Buyer neither in this transaction as a client. The other party(ies) is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency or designated agency in this transaction, I (we) acknowledge reading the information regarding dual agency or designated agency explained on the back of this form.

SELLER(S)/LANDLORD _____ DATE/TIME _____

SELLER(S)/LANDLORD _____ DATE/TIME _____

DUAL AGENCY

Kentucky law permits a real estate agent and brokerage to represent both the Seller and Buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested¹;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the Buyer or Seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a Buyer is willing to offer or that a Seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party or act in a biased manner on behalf of one party.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the Buyer and Seller from the responsibility to protect their own interests. The Buyer and Seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement.

DESIGNATED AGENCY

If both Buyer and Seller consent, the broker responsible for a real estate office may designate agents to represent the Buyer and the Seller to the exclusion of all other agents associated with his office. The Seller will become the client of the agent designated to represent him and the Buyer will become the client of the agent designated to represent him. Designated agency allows two licensees in the same firm to represent different parties to a real estate transaction. The principal broker serves as a dual agent in a designated agency transaction. Consent of the client is always needed to create designated agency.

(For Companies That Allow Designated Agency & Dual Agency – Model Policy)

CONSUMER GUIDE

TO AGENCY

RELATIONSHIPS

Brokerage Name

We are pleased you have selected (brokerage) to help you with your real estate needs. Whether you are selling, buying or leasing real estate, (brokerage) can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

For more information on agency law in Kentucky, you may also contact the Kentucky Real Estate Commission at (502) 564-7760, or on its website at krec.ky.gov .

Representing Property Owners (Sellers and Landlords): When property owners choose to list their property for sale or lease with a real estate brokerage, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. When this occurs, the brokerage and listing agent must: follow the property owner's lawful instructions, be loyal to the property owner, promote the property owner's best interests, disclose material facts to the property owner, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In some circumstances, a listing broker may offer "subagency" to other brokerages that would also represent the property owner's interests and owe the property owner these same duties.

Representing Buyers and Tenants: When seeking to purchase real estate, buyers usually choose to work with a real estate agent. Tenants seeking to lease real estate also choose to work with a real estate agent. When buyers are represented by agents, the representation is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's or a tenant's interests in a transaction must: follow the buyer's or tenant's lawful instructions, be loyal to the buyer or tenant, promote the buyer's or tenant's best interests, disclose material facts to the buyer or tenant, maintain confidential information and account for any money they handle in the transaction.

Dual Agency: In some transactions, the same agent and brokerage that represent the property owner also represent the person who seeks to buy or lease his or her property. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must remain loyal to both parties in the transaction. They may not advocate the position of one client over the best interests of the other client or disclose any confidential information to the other party without written consent.

Designated Agency: On occasion, the buyer or tenant and the property owner (seller or landlord) will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may act as dual agents. When either of the above occurs, the principal broker will always be a dual agent. As a dual agent, the principal broker cannot advocate for the position of one client over another. The principal broker will also protect the confidential information of both parties.

Working With (brokerage): (brokerage) does offer designated agency. Therefore, the potential exists for one agent to represent a buyer or tenant who wishes to purchase or lease property listed with another agent in our company. If this occurs, each agent will represent his or her own client, but (brokerage) and its principal broker will act as a dual agent.

This means the principal broker will not take any actions that will favor one side over the other. (brokerage) will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer or tenant and the property owner are represented by the same agent, that agent and (brokerage) will act as a dual agent, but only if both parties agree. As a dual agent, the agent will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer or a tenant, you may also choose to represent yourself on properties (brokerage) has listed. In that instance, (brokerage) will represent the property owner and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the property owner, you should not share any information with the listing agent that you would not want the property owner to know.

Working With Other Brokerages: When (brokerage) lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers.

As a property owner, you should understand that just because (brokerage) shares a fee with a brokerage representing the buyer or tenant, it does not mean that you will be represented by that brokerage. Instead, that company will be representing the buyer or tenant and (brokerage) will be representing your interests.

When acting as a buyer's agent or an agent representing a tenant, (brokerage) also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a property owner-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Kentucky Fair Housing Law and Federal Fair Housing Law, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, disability, national origin, sexual orientation (in some counties) or gender identity (in some counties) or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the providing of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Kentucky law requires that we ask you to sign below, acknowledging receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

Name (Please Print)

Signature Date

Name (Please Print)

Signature Date

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