

1 The printed portions of this form, except differentiated
2 additions, have been approved by the Colorado Real
3 Estate Commission. (BD 24-5-09) (Mandatory 7-09)
4

5 **DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER**
6 **AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.**
7

8 **BROKERAGE DISCLOSURE TO**
9 **BUYER** **TENANT**

10 **DEFINITIONS OF WORKING RELATIONSHIPS**

11
12
13 For purposes of this document, seller also means landlord (which includes sublandlord) and buyer also means
14 tenant (which includes subtenant).
15

16 **Seller's Agent:** A seller's agent works solely on behalf of the seller to promote the interests of the seller with the
17 utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The
18 seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about
19 the property. A separate written listing agreement is required which sets forth the duties and obligations of the
20 broker and the seller.
21

22 **Buyer's Agent:** A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the
23 utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The
24 buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent,
25 including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether
26 the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth
27 the duties and obligations of the broker and the buyer.
28

29 **Transaction-Broker:** A transaction-broker assists the buyer or seller or both throughout a real estate transaction
30 by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and
31 assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate
32 for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or
33 written agreement, and must make the same disclosures as agents about all adverse material facts actually known
34 by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction
35 and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.
36

37 **Customer:** A customer is a party to a real estate transaction with whom the broker has no brokerage relationship
38 because such party has not engaged or employed the broker, either as the party's agent or as the party's
39 transaction-broker.
40

41
42 **RELATIONSHIP BETWEEN BROKER AND BUYER**
43

44 Broker and Buyer referenced below have NOT entered into a buyer agency agreement. The working relationship
45 specified below is for a specific property described as:
46

47 _____
48 or real estate which substantially meets the following requirements:
49 _____
50 _____

50 Buyer understands that Buyer shall not be liable for Broker's acts or omissions that have not been approved,
51 directed, or ratified by Buyer.
52

53 **CHECK ONE BOX ONLY:**
54

55 **Multiple-Person Firm.** Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If

56 more than one individual is so designated, then references in this document to Broker shall include all persons so
57 designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does
58 not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage
59 Firm who are not so designated.

60
61 **One-Person Firm.** If Broker is a real estate brokerage firm with only one licensed natural person, then any
62 references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as
63 Broker.

64
65 **CHECK ONE BOX ONLY:**

66
67 **Customer.** Broker is the seller's agent and Buyer is a customer. Broker, as seller's agent, intends to perform
68 the following list of tasks: **Show a property** **Prepare and Convey** written offers, counteroffers and
69 agreements to amend or extend the contract. Broker is not the agent of Buyer.

70
71 **Customer for Broker's Listings - Transaction-Brokerage for Other Properties.** When Broker is the seller's
72 agent, Buyer is a customer. When Broker is not the seller's agent, Broker is a transaction-broker assisting in the
73 transaction. Broker is not the agent of Buyer.

74
75 **Transaction-Brokerage Only.** Broker is a transaction-broker assisting in the transaction. Broker is not the
76 agent of Buyer.

77
78 Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for
79 the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such
80 information without consent of Buyer, or use such information to the detriment of Buyer.

81
82 **DISCLOSURE OF SETTLEMENT SERVICE COSTS.** Buyer acknowledges that costs, quality, and extent of
83 service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

84
85 **THIS IS NOT A CONTRACT.**

86
87 If this is a residential transaction, the following provision shall apply:

88
89
90 **MEGAN'S LAW.** If the presence of a registered sex offender is a matter of concern to Buyer, Buyer understands
91 that Buyer must contact local law enforcement officials regarding obtaining such information.

92
93 **BUYER ACKNOWLEDGEMENT:**

94
95 Buyer acknowledges receipt of this document on _____ .

96
97
98
99 _____ Buyer _____ Buyer

100
101 **BROKER ACKNOWLEDGEMENT:**

102
103
104 On _____, Broker provided _____ (Buyer)
105 with this document via _____ and
106 retained a copy for Broker's records.

107
108
109 Brokerage Firm's Name: Pagosa Springs Real Estate Online

110
111
112 _____
113 Broker Bonnie Masters