

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(~~BDS~~~~16-106-196~~) (Mandatory 1-~~2017~~) **DRAFT #2 (9-9-19)**

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

**BROKERAGE DISCLOSURE TO SELLER  
(FOR SALE BY OWNER)  
DEFINITIONS OF WORKING RELATIONSHIPS**

**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.

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**RELATIONSHIP BETWEEN BROKER AND SELLER**

Broker and Seller referenced below have NOT entered into a seller agency (listing agency) agreement. The working relationship specified below is for a specific property or properties described as:

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Seller understands that Seller ~~is shall~~ not ~~be~~ liable for Broker's acts or omissions that have not been approved, directed, or ratified by Seller.

**CHECK ONE BOX ONLY:**

☐ **Multiple-Person Firm.** Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

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

**CHECK ONE BOX ONLY:**

☐ **Customer.** Broker is the ☐ buyer's agent ☐ buyer's transaction-broker and Seller is a customer. Broker, ~~as buyer's agent,~~ intends to perform the following list of tasks: ☐ Show a property ☐ Prepare and Convey written offers, counteroffers and agreements to amend or extend the contract. Broker is not the agent or transaction-broker of Seller.

☐ **Transaction-Brokerage Only.** Broker is a transaction-broker assisting the Seller in the transaction. Broker is not the agent of Seller.

Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee does ~~shall~~ not further disclose such information without consent of Seller, or use such information to the detriment of Seller.

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

**THIS IS NOT A CONTRACT. IT IS BROKER'S DISCLOSURE OF BROKER'S WORKING RELATIONSHIP.**

**SELLER ACKNOWLEDGMENT:**

Seller acknowledges receipt of this document on \_\_\_\_\_.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

**BROKER ACKNOWLEDGMENT:**

On \_\_\_\_\_, Broker provided \_\_\_\_\_ (Seller)  
with this document via \_\_\_\_\_ and retained a copy for Broker's records.

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

\_\_\_\_\_  
Broker