

CONSUMER NOTICE THIS IS NOT A CONTRACT

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In an effort to enable consumers of real estate services to make informed decisions about the business relationships they may have with real estate brokers and salespersons (licensees), the Real Estate Licensing and Registration Act (RELRA) requires that consumers be provided with this Notice at the initial interview.

• Licensees may enter into the following agency relationships with consumers:

Seller Agent

As a seller agent the licensee and the licensee's company works exclusively for the seller/landlord and must act in the seller's/landlord's best interest, including making a continuous and good faith effort to find a buyer/tenant except while the property is subject to an existing agreement. All confidential information relayed by seller/landlord must be kept confidential except that a licensee must reveal known material defects about the property out ent has the same duties and obligations as the seller agent.

Buyer Agent

As a buyer agent, the licensee and the licensee's company worl the buyer/tenant even if paid by the seller/landlord. The buyer agent must act in the buyer/tenant erest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the rest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the rest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the rest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the rest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the rest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the rest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the rest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the rest in the buyer/tenant to find a property for the buyer for the

Dual Agent

As a dual agent, the licensee works for *both* adverse or detrimental to either party but mus known material defects about the property. A licensee must have the written consent of both parties before unal agent.

Designated Agent

As a designated agent, the broker of the selected real estate company designates certain licensees within the company to act exclusively as the seller/landlord agent and other licensees within the company to act exclusively as the buyer/tenant agent in the transaction. Because the broker supervises all of the licensees, the broker automatically serves as a dual agent. Each of the desig nated licensees are required to act in the applicable capacity explained previously. Additionally, the broker has the duty to take reasonable steps to assure that confidential information is not disclosed within the company.

• In addition, a licensee may serve as a Transaction Licensee.

A transaction licensee provides real estate services without having any agency relationship with a consumer. Although a transaction licensee has no duty of loyalty or confidentiality, a transaction licensee is prohibited from disclosing that:

- The seller will accept a price less than the asking/listing price,
- The buyer will pay a price greater than the price submitted in the written offer, and
- The seller or buyer will agree to financing terms other than those offered.

Like licensees in agency relationships, transaction licensees must disclose known material defects about the property.

• Regardless of the business relationship selected, all licensees owe consumers the duty to: Exercise reasonable professional skill and care which meets the practice standards required by the RELRA. • Deal honestly and in good faith. • Present, as soon as practicable, all written offers, counteroffers, notices and communications to and from the parties. This duty may be waived by the seller where the seller's property is under contract and the waiver is in writing. • Comply with the Real Estate Seller Disclosure Law. Account for escrow and deposit funds. • Disclose, as soon as practicable, all conflicts of interest and financial interests. Provide assistance with document preparation and advise the consumer regarding compliance with laws pertaining to real estate transactions. • Advise the consumer to seek expert advice on matters about the transaction that are beyond the licensee's expertise. Keep the consumer informed about the transaction and the tasks to be completed. • Disclose financial interest in a service, such as financial, title transfer and preparation services, insurance, construction, repair or inspection, at the time service is recommended or the first time the licensee learns that the service will be used. • The following contractual terms are *negotiable* between the licensee and the consup and must be addressed in an agreement/disclosure statement: • The duration of the licensee's employment, listing agreement or contract. • The licensee's fees or commission. • The scope of the licensee's activities or practices. • The broker's cooperation with and sharing of fees with except where the property is zoned solely or primarily to · All sales agreements must contain the property's zonk permit single family dwellings. • The Real Estate Recovery Fund exists to reimbo aon who has obtained a final civil judgment against a Pennsylvania real (a) eceit in a real estate transaction and who has been unable to collect the judgestate licensee owing to fraud, misreprese ≯ion, ment after exhausting all legal and equ S. For complete details about the Fund, call (717) 783-3658. λ a licensee, be advised that unless you select a business relationship by signing

Before you disclose any financial information a written agreement, the licensee is NOT representing you. A business relationship is NOT presumed.

	ACKNOWLEDGMENT	
I acknowledge that I have received this di	sclosure.	
Date:	(Consumer's Printed Name)	(Consumer's Signature)
Date:	(Consumer's Printed Name)	(Consumer's Signature)
I certify that I have provided this docume	nt to the above consumer during the initial inter-	view.
Date:		
(Licensee's Printed Name)	(Licensee's Signature)	(License #)