

GENERAL

In Colorado, real estate brokers and their salespersons are required to disclose the type of working relationship they have with buyers in a real estate transaction.

There are several types of relationships that are possible, and you should understand these at the time a broker or salesperson provides specific assistance to you in buying real estate. These are; (1) Seller's Agent; (2) Buyer's Agent; and (3) Transaction-Broker.

The first two of these are commonly referred to as "Agency Relationships" and carry with them legal duties and responsibilities on the broker/salesperson, as well as on the buyer and seller. The Transaction-Broker places the broker in the role of a "middleman" who assists both parties in the transaction. A buyer is advised to consult legal counsel before entering into any Agency or Transaction-Broker relationship.

SELLER'S AGENT

A Seller's Agent works solely on behalf of the seller and owes duties to the seller that include the utmost good faith, loyalty, and fidelity. The agent will negotiate on behalf of and act as an advocate for the seller. The agent must disclose to potential buyers or tenants all adverse material facts about the property actually known by the broker. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the client.

BUYER'S AGENT

A Buyer's Agent works solely on behalf of the buyer and owes duties to the buyer that include the utmost good faith, loyalty, and fidelity. The agent will negotiate on behalf of and act as an advocate for the buyer. The agent must disclose to potential sellers all adverse material facts concerning the buyer's financial ability to perform the terms of the transaction and 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 client.

TRANSACTION-BROKER

A transaction-broker assists the buyer or seller or both throughout a real estate transaction with communication, advice, negotiation, contracting, and closing 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 adverse material facts concerning a property or a buyer's financial ability to perform the terms of a transaction and 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.

CLIENT

A client is a party to a real estate transaction with whom the broker has a brokerage relationship because such party has engaged or employed the broker as either an agent or a transaction-broker.

OUR WORKING RELATIONSHIP

Since we do not have a written agreement making me your buyer's agent, I am working with you as indicated below.

CHECK ONE BOX ONLY:

- Customer:** You are a customer. I am the listing broker and the Seller's Agent.
- Customer for my Listings – Transaction-Broker for Other Properties:** When I am the listing broker, I am working with you as an agent for the Seller and you are a Customer. When I am not the listing broker, I am working with you as a Transaction-Broker, and you are my Client.
- Transaction-Brokerage Only:** I am working with you as a Transaction-Broker.