

The following is provided by the Texas Association of REALTORS® for your information:

- Real estate brokers and salesmen are required by law to make properties available without regard to race, color, religion, national origin, sex, disability or familial status.
- Prior to entering into a contract, a buyer may find it useful to prequalify for a mortgage loan. Loan programs, fees, interest rates and requirements vary among lenders.
- Brokerage fees are negotiable and are not fixed or controlled.
- In many transactions, including most residential sales, a seller will deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract to purchase the property. The notice provides important information about the seller's knowledge of the property condition.
- Buyers, sellers, landlords, or tenants are encouraged to have a property inspected by licensed inspectors or lawfully authorized persons to determine: (a) the condition of the property; (structural, mechanical, and electrical items); (b) any environmental conditions; (c) feasibility of use; (d) compliance with laws or regulations; (e) presence of termites or wood-destroying insects; and (f) any other matters. Brokers are not qualified to perform such inspections.
- Residential service contracts are available to buyers and sellers of residential property. In a residential service contract, a residential service company agrees to, subject to the terms of the contract, repair the appliances, electrical, plumbing, heating, cooling or other systems in the property.
- Buyers are advised to obtain a policy of title insurance or have an abstract of title reviewed by an attorney of buyer's choice before purchasing a property.
- Buyers, sellers, landlords, or tenants are advised to seek the advice of an attorney of their own selection before entering into a binding agreement.

Texas law requires all real estate licensees to give the information on the reverse side of this form to prospective buyers, tenants, sellers, and landlords.

Information About Brokerage Services

Please read this information carefully
and retain this document for your records.

INFORMATION and DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

08-31-93

● WHO WILL THE BROKER REPRESENT IN THIS TRANSACTION? ●

Before working with a real estate broker you should know that the duties of the broker to you depend upon whom the broker represents. If you are a prospective seller or landlord (Owner) or a prospective buyer or tenant (Buyer), you should know that the broker who lists the property for sale or lease is the Owner's agent. A broker who acts as subagent represents the Owner through the listing broker, and a broker who acts as a buyer's agent represents the Buyer. A broker may not represent both an Owner and a Buyer in the same transaction unless both Owner and Buyer consent in writing to the representation. A broker can assist in locating a property, preparing a contract or lease, or obtaining financing without representing you. Brokers are obligated by law to treat you honestly and fairly.

● WHAT WILL BE THE BROKER'S DUTIES TO YOU? ●

IF THE BROKER REPRESENTS THE OWNER: The broker typically becomes the Owner's agent by entering into a listing agreement with the Owner or by agreeing to act as a subagent through a listing broker. A subagent may work in a different real estate office. A listing agent or subagent can assist the Buyer but does not represent the Buyer. A listing agent or subagent must place the interests of the Owner first. The Buyer should not tell a listing agent or subagent anything the Buyer would not want the Owner to know, because a listing agent or subagent must disclose to the Owner any material information he or she knows.

IF THE BROKER REPRESENTS THE BUYER: The broker typically becomes the Buyer's agent by entering into an agreement to represent the Buyer. A Buyer's agent can assist the Owner but does not represent the Owner. A Buyer's agent must place the interests of the Buyer first. The Owner should not tell a Buyer's agent anything the Owner would not want the Buyer to know, because a Buyer's agent must disclose to the Buyer any material information he or she knows.

IF THE BROKER REPRESENTS BOTH: A broker may not act as an agent for more than one party to a transaction unless the broker complies with specific requirements established by law. In addition to providing the parties with this form, the broker must enter into a written agreement with each party which authorizes the broker to represent more than one party and sets forth who will pay the broker's fee. The broker is required to treat both parties honestly and impartially so as not to favor one party or work to the disadvantage of any party. Unless written permission from the appropriate party is obtained, the broker is prohibited from disclosing: (a) that the Owner will accept a price less than the asking price; (b) that the Buyer will pay a price greater than the price submitted in a written offer; (c) any confidential information; or (d) any other information a party specifically instructs the broker in writing not to disclose, unless disclosure is required by law. The broker's duties are more limited if he or she represents both parties. There are potential conflicts of interest when a broker represents more than one party. The broker is obligated to inform each party of all facts the broker knows which would affect the party's decision to permit the broker to represent both the Owner and the Buyer. For example, the broker would inform the Owner if the broker expects to represent the Buyer in purchasing additional properties in the near future.

If you choose to have a broker represent you, you should enter a written contract that clearly establishes the obligations of both you and the broker and that sets out how and by whom your broker will be paid. You have the right to choose the type of representation you wish to receive. Payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before going further. Regardless of the agency relationships which may be established, you have the responsibility to protect your own interests. Once you have read and discussed this information with the broker, please acknowledge your receipt of a copy of this form. Your cooperation will help the broker to comply with the rules of the Texas Real Estate Commission. The broker is required to provide this form to you and disclose below who the broker represents. This form is to be used in residential, commercial and other types of real estate transactions.

DISCLOSURE OF AGENCY, IF ANY: The Broker named below represents: Owner Buyer Owner and Buyer

Beevillehome RE Brokerage By: Myron David Dirks Date: _____
Brokerage Company Name Broker or Sales Associate

ACKNOWLEDGMENT OF RECEIPT OF AGENCY DISCLOSURE FORM: I acknowledge I have received a copy of this form. I understand that agreements I may sign may affect or change agency relationships and that the broker may only represent both the Owner and the Buyer with their full knowledge and consent.

Owner (Landlord) or Buyer (Tenant) or Authorized Representative Date: _____

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This form is promulgated by the Texas Real Estate Commission for mandatory use by real estate licensees. Brokers must conduct transactions without regard to race, color, sex, religion, handicap, familial status or national origin. TREC AGENCY DISCLOSURE FORM NO. 3 (08-93).

