Acknowledgement of Disclosure
Agent Copy - Retain in Records

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(Printed Name of Licensee)

(Name of Company)

Nebraska statutes require that all licensees, whether brokers or salespersons, inform any and all prospective clients or customers about agency relationships in real estate transactions.

1. The licensee has informed me/us that the licensee will be acting as a:

   - Limited Buyer's Agent
   - Limited Seller’s Agent (a written agreement is necessary)
   - Limited Dual Agent (a written consent is necessary)
   - Common Law Agent of the
     - specify seller or buyer, and a written agreement is necessary

AND

2. The licensee has informed me/us that the licensee will be providing brokerage services to me/us as a:

   - Client, representing me/us
   - Customer, not representing me/us

THIS IS NOT A CONTRACT

By signing below, I acknowledge that I have received the information contained in the pamphlet Brokerage Relationships in Real Estate Transactions and that it was given to me in the earliest practicable opportunity during or following the first substantial contact with me and, further, if applicable, as a customer, the licensee indicated on this form has provided me with a list of tasks the licensee may perform for me.

(Client or Customer Signature) (Date)

(Print Client or Customer Name)
A seller's limited agent may show and list alternative or competing properties without breaching any duty or obligation to the seller.

A seller's limited agent owes no duty or obligation to a customer (buyer) except to disclose, in writing, all adverse material facts actually known by the seller's limited agent. An adverse material fact may include:

1. environmental hazards affecting the property required by law to be disclosed;
2. physical condition of the property;
3. material defects in the property;
4. material defects in the title to the property; and
5. material limitations on the seller's ability to perform under a contract.

A seller's limited agent must also act honestly and fairly in his or her dealings with a buyer.

A seller's limited agent owes no duty to conduct an independent inspection of the property for the benefit of the buyer, or to independently verify the accuracy or completeness of any statement made by the seller or an independent inspector.

A seller's limited agent must, if the buyer is not represented by another licensee, provide a list of tasks that the seller's limited agent may perform for the buyer (customer).

Limited Dual Agency

A limited dual agency is an agent who, with the written, informed consent of all parties to a contemplated real estate transaction, represents both the seller and the buyer. Both parties are clients of the licensee.

A limited dual agent has the same duties and obligations of a limited agent to a seller and the same duties and responsibilities of a limited agent to a buyer except as set out below.

A limited dual agent may disclose any information to one client that is gained from the other, if the information is relevant to the transaction or the client, except that a limited dual agent cannot disclose the following without the informed written consent of the client to whom the information pertains:

1. the buyer is willing to pay more than the purchase price offered;
2. the seller is willing to accept less than the asking price;
3. the motivating factors for any client; or
4. a client will agree to financing terms other than those offered.

The limited dual agent cannot disclose to one client any confidential information about the other unless required by statute or rule, or if failure to disclose would constitute fraudulent misrepresentation.

Common Law Agency

The duties and obligations of an agent under a common law agency agreement exceed the duties and obligations of a limited agent as described in this pamphlet and in Nebraska Statutes, Neb. Rev. Stat. § 76-2401 through 76-2430. For example, a licensee who is authorized by the principal to bind the principal to terms or conditions in a real estate transaction would be a common law agent. A buyer or seller and the real estate broker must enter into this type of agency through a written agreement which specifies the agent's duties and responsibilities, including the duty of confidentiality and the terms of compensation. An agreement such as this will be subject to the common law requirements of agency applicable to real estate licensees.

Nebraska Real Estate Commission

Disclosure of Brokerage Relationships in Real Estate Transactions

For Buyers and Sellers

It is your right to know if the licensee involved is representing your interest in the transaction.

The information contained in this disclosure is required by Nebraska law.

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