MONTANA AGENCY DISCLOSURE

UNDERSTANDING WHOM REAL ESTATE AGENTS REPRESENT

Montana law requires that Buyers and Sellers be advised about the different types of agency relationships available to them (pursuant to MT ST 37-51-313 & 37-51-314).

A real estate agent is qualified to advise only on real estate matters. As the client or as the customer, please be advised that you have the option of hiring outside professional services on your own behalf (legal and tax counsel, home or building inspectors, accountant, environmental inspectors, range management or agricultural advisors, etc.) at any time during the course of a transaction to obtain additional information to make an informed decision. Each and every agent has obligations to each other party to a transaction no matter whom the agent represents. The various relationship are as follows:

A "**Seller Agent**" is obligated to the Seller to:

(a) act solely in the best interest of the seller, except that a seller agent, after written disclosure to the seller and with the seller's written consent, may represent multiple sellers of property or list properties for sale that may compete with the seller's property without breaching any obligation to the seller;

(b) obey promptly and efficiently all lawful instructions of the seller;

(c) disclose all relevant and material information that concerns the real estate transaction and that is known to the seller agent and not known or discoverable by the seller, unless the information is subject to confidentiality arising from a prior or existing agency relationship on the part of the seller agent with a

buyer or another seller;

(d) safeguard the seller's confidences;

(e) exercise reasonable care, skill, and diligence in pursuing the seller's objectives and in complying with the terms established in the listing agreement;

(f) fully account to the seller fort any funds or property of the seller that comes into the seller agent's

possession; and

(g) comply with all applicable federal and state laws, rules, and regulations.

A "**Seller Agent**" is obligated to the Buyer to:

(a) disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are known to the seller agent except that the seller agent is not required to inspect the property or verify any statements made by the seller;

(b) disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of information regarding adverse material facts that concern the property;

(c) act in good faith with a buyer and a buyer agent; and

(d) comply with all applicable federal and state laws, rules, and regulations.

A "**Buyer Agent**" is obligated to the Buyer to:

(a) Act solely in the best interest of the buyer, except that a buyer agent, after written disclosure to the buyer and with the buyer's written consent, may represent multiple buyers interested in buying the same property or similar properties to the property in which the buyer is interested or show properties in which the buyer is interested to other prospective buyers without breaching any obligation of the buyer;

(b) obey promptly and efficiently all lawful instructions of the buyer;

(c) disclose all relevant and material information that concerns the real estate transaction and that is known to the buyer agent and not known or discoverable by the buyer, unless the information is subject to confidentiality arising from a prior or existing agency relationship on the part of the buyer agent with a buyer or seller;

(d) safeguard the buyer's confidences;

(e) exercise reasonable care, skill, and diligence in pursuing the buyer's objectives and in complying with

the terms established in the Buyer/Broker agreement;

(f) fully account to the buyer for any funds or property of the buyer that comes into the buyer agent's

possession; and

(g) comply with all applicable federal and state laws, rules, and regulations.

A "**Buyer Agent**" is obligated to the Seller to:

(a) disclose any adverse material facts that are known to the buyer agent and that concern the ability of

the buyer to perform on any purchase offer;

(b) disclose to a seller or the seller agent when the buyer agent has no personal knowledge of the veracity

of information regarding adverse material facts that concern the buyer;

(c) act in good faith with a seller and a seller agent; and

(d) comply with all applicable federal and state laws, rules, and regulations.

A "**Statutory Broker**" is not the agent of the buyer or seller, but nevertheless is obligated to them to:

(a) disclose to:

(i) a buyer or a buyer agent any adverse material fact that concern the property and that are known to the statutory broker, except that the statutory broker is not required to inspect the property or verify any statements made by the seller;

(ii) a seller or a seller agent any adverse material fact that are known to the statutory broker and that concern the ability of the buyer to perform on any purchase offer;

(b) exercise reasonable care, skill, and diligence in putting together a real estate transaction; and

(c) comply with all applicable federal and state laws, rules, and regulations.

A "**Dual Agent**" is obligated to a seller in the same manner as a seller agent and is obligated to a buyer in the same manner as a buyer agent, except that a dual agent:

(a) has a duty to disclose to a buyer or seller any adverse material facts that are known to the dual agent

regardless of any confidentiality considerations; and

(b) may not disclose the following information without the written consent of the person whom the

information is confidential;

(i) the fact that the buyer is willing to pay more than the offered purchase price;

(ii) the fact that the seller is willing to accept less than the purchase price that the seller is asking for the property.

(iii) factors motivating either a party to buy or sell; and

(iv) any information that a party indicates in writing to the dual agent is to be kept confidential.

IF A SELLER AGENT IS ALSO REPRESENTING A BUYER OR A BUYER AGENT IS ALSO REPRESENTING A SELLER WITH REGARD TO A PROPERTY, THEN A DUAL AGENCY RELATIONSHIP MAY BE ESTABLISHED. IN A DUAL AGENCY RELATIONSHIP, THE DUAL AGENT IS EQUALLY OBLIGATED TO BOTH THE SELLER AND THE BUYER. THESE OBLIGATIONS MAY PROHIBIT THE DUAL AGENT FROM ADVOCATING EXCLUSIVELY ON BEHALF OF THE SELLER OR BUYER AND MAY LIMIT THE DEPTH AND DEGREE OF REPRESENTATION THAT YOU RECEIVE. A BROKER OR A SALESPERSON MAY NOT ACT AS A DUAL AGENT WITHOUT THE SIGNED, WRITTEN CONSENT OF BOTH THE SELLER AND THE BUYER.

An "Adverse material fact" means a fact that should be recognized by a broker or salesperson as being of enough significance as to affect a person's decision to enter into a contract to buy or sell real property and maybe a fact that:

(i) materially affects the value, affects the structural integrity, or presents a documented health risk to occupants of the property.

(ii) materially affects the buyer's ability or intent to perform the buyer's obligations under the proposed or existing contract.

ACKNOWLEDGMENT

The parties acknowledge that they have received this Montana Agency Disclosure and that the real estate broker listed below represents the Seller. The parties further acknowledge that the broker listed below does not represent Buyer.

Louis Scott Barnes (Montana RRE BRO LIC. 62695)
ServiceLink Auction, LLC

Louis Scott Barnes
_____
Signature of Broker

Buyer Signature: _____ Date: _____

Buyer Signature: _____ Date: _____