



Transaction Broker Addendum (TBA-DA)

ALLIANCE

1. AMENDMENT TO AGENCY AGREEMENTS. This Transaction Broker Addendum is part of an Exclusive or Nonexclusive Right to Buy Agreement (agency agreement) dated _____, 20____, between the undersigned Broker and Buyer, which appointed _____, as the designated agent of the buyer (legal agent of the buyer to the exclusion of all other licensees affiliated with Broker)

and an

Exclusive or Nonexclusive Right to Sell Listing Agreement (agency agreement) dated _____, 20____, between the undersigned Broker and Seller, which appointed the same individual named above as the designated agent of the seller (legal agent of the seller to the exclusion of all other licensees affiliated with Broker).

If this addendum is signed by Buyer and Seller, the designated agent shall act as a Transaction Broker in a contemplated real estate transaction between Buyer and Seller for the purchase of Seller’s property at: _____

2. LIMITATION ON DESIGNATED AGENT’S OBLIGATIONS. When acting as a designed agent for a buyer client or for a seller client, the designated agent has duties and obligations which include utmost good faith, loyalty, and fidelity to the seller or buyer client. A Transaction Broker assists the parties with a real estate transaction without being an agent or advocate for the interests of any party to the transaction. The term Transaction Broker includes the broker’s affiliated licensees.

3. BUYER’S INFORMED CONSENT. To give informed consent for the designated agent to act as a Transaction Broker in the purchase of the above-referenced property, Buyer shall sign this addendum prior to writing an offer to purchase the property.

4. SELLER’S INFORMED CONSENT. To give informed consent for the designated agent to act as a Transaction Broker in the sale of the above-referenced property to Buyer, Seller shall sign this addendum prior to signing the contract.

The remaining provisions of this addendum describe the obligations of licensees when acting as a Transaction Broker in an in-house transaction regarding the sale of residential property of four units or less.

5. MATTERS THAT CANNOT BE DISCLOSED. Licensees acting as a Transaction Broker shall not disclose the following information without the prior consent of seller and buyer:

- (a) that a buyer is willing to pay more than the purchase price offered for the property;
(b) that a seller is willing to accept less than the asking price for the property;
(c) what the motivating factors are for any party buying or selling the property;
(d) that a seller or buyer will agree to financing terms other than those offered; or
(e) any information or personal confidences about a party to the transaction which might place the other party at an advantage over the party unless the disclosure is required by law or failure to disclose such information would constitute fraudulent misrepresentation.

6. NO DUTY TO INVESTIGATE. Licensees acting as a Transaction Broker have no duty to conduct an independent inspection of the property for the benefit of any party to the transaction; to independently verify the accuracy or completeness of statements made by the seller, buyer or qualified third party inspectors; to conduct an independent investigation of the buyer’s financial condition; or to verify the accuracy or completeness of any statement made by the buyer.

7. DUTY TO DISCLOSE MATERIAL FACTS. Licensees acting as a Transaction Broker have the same duty to disclose material facts as a licensee acting as a seller’s or buyer’s agent.

Carefully read the terms before signing. If not understood, consult an attorney before signing.

Accepted:

Buyer _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____

Brokerage _____

Signed by _____ Date _____