Agency Disclosure Information for Buyers and Sellers

Company CENTURY 21 ProLink Agent Name **Kj Wingert**

Nebraska law requires all real estate licensees provide this information outlining the types of real estate services being **offered**.

For additional information on Agency Disclosure and more go to: http://www.nrec.ne.gov/consumer-info/index.html

The agency relationship offered is (initial one of the boxes below, all parties initial if applicable):

_____Limited Seller's Agent

- *Works for the seller*
- *Shall not disclose any confidential information about the seller unless required by law*
- *May be required to disclose to a buyer otherwise undisclosed adverse material facts about the property*
- *Must present all written offers to and from the seller in a timely manner*
- *Must exercise reasonable skill and care for the seller and promote the seller's interests*

*A written agreement **is** required to create a seller's agency relationship*

_____Limited Buyer's Agent

- *Works for the buyer*
- *Shall not disclose any confidential information about the buyer unless required by law*
- *May be required to disclose to a seller adverse material facts including facts related to buyer's ability to financially perform the transaction*
- *Must present all written offers to and from the buyer in a timely manner*
- *Must exercise reasonable skill and care for the buyer and promote the buyer's interests*

_____Limited Dual Agent

- *Works for both the buyer and seller*
- *May not disclose to seller that buyer is willing to pay more than the price offered*
- *May not disclose to buyer that seller is willing to accept less than the asking price*
- *May not disclose the motivating factors of any client*
- *Must exercise reasonable skill and care for both buyer and seller*

A written disclosure and consent to dual agency required for all parties to the transaction

_____ **Customer Only** (list of services provided to a customer, if any, on reverse side)

- ***Agent does not work for you**, agent works for another party or potential party to the transaction as:*
  __Limited Buyer's Agent __Limited Seller's Agent
  __ Common Law Agent (attach addendum)
  __ Assignable Contract, Seller's Agent
- *Agent may disclose confidential information that you provide agent to his or her client*
- *Agent must disclose otherwise undisclosed adverse material facts:*
  - about a property to you as a buyer/customer
  - about buyer's ability to financially perform the transaction to you as a seller/customer
- *Agent may not make substantial misrepresentations*

____**Common Law Agent for ____ Buyer ____ Seller** (complete and attach Common Law Agency addendum)

___ **Assignable Contract Representation** (complete and attach Assignable Contract Addendum)

THIS IS NOT A CONTRACT AND DOES NOT CREATE ANY FINANCIAL OBLIGATIONS. By signing below, I acknowledge that I have received the information contained in this agency disclosure and that it was given to me at 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.

Acknowledgement of Disclosure (Including Information on back of form)

(Client or Customer Signature) (Date)

(Client or Customer Signature) (Date)

(Print Client or Customer Name)

(Print Client or Customer Name)

Contact Information:

1. Agent(s) name(s) and phone number(s): Kj Wingert 712-251-9905

Only the agent(s) named in #1 (above) is offering to represent you as your agent. Other licensees of the same brokerage or members of the same team may work for another party to the transaction and should NOT be assumed to be your agent. _____t_____Init (this paragraph is not applicable if the proposed agency relationship is a customer only or the brokerage does not practice designated agency)

2. Team name, Team Leader name and phone number (only if applicable):

3. Managing Broker(s) name(s) and phone number(s) (only if applicable): Lisa Croston 712-251-5214

4. Designated Broker name, name designated broker does business under (if different), and phone number:

(Optional) Indicate types of brokerage relationships offered

(Optional, see instructions) Tasks brokerage may perform for an unrepresented customer

CENTURY 21
ProLink

EXCLUSIVE RIGHT TO REPRESENT BUYER AGREEMENT, APPOINTED AGENCY and POTENTIAL FOR DUAL AGENCY CONSENT

In consideration for CENTURY 21 ProLink, Brokerage and Appointed Agent using their best efforts to identify and negotiate to acquire commercial real estate for

_____ ("the Buyer/Client"). Buyer hereby grants to Broker/Appointed Agent the exclusive right to represent Buyer in such acquisition. **The term "Buyer" shall include buyer, optionee, lessee, renter, or tenant. The term "purchase" shall refer to purchase, lease, exchange or option.** The term "acquisition" shall include the purchase or lease of commercial real estate by Buyer or anyone acting on the Buyer's behalf. This exclusive right to represent Buyer shall be effective within the following counties in

☐ **Iowa** ☒ **Nebraska** ☐ **South Dakota** _____

GENERAL OR SPECIFIC PROPERTY TYPE DESIRED: The purpose of the following section is to give the Appointed Agent the criteria of the property the Buyer is seeking to purchase. Deviation from this information provided below is permissible.

Property Type: **Commercial**

Approximate Price Range: $_____ to $_____

Other Instructions:

APPOINTED AGENT(S). Broker appoints **Kj Wingert** hereinafter called “Appointed Agent”, a licensee affiliated with CENTURY 21 ProLink, as Client’s Appointed Agent, for the purpose of representing Client in the acquisition of real property. Except for any additional Appointed Agents, neither Broker, nor any other licensee affiliated with Broker will be acting as Agent for Client. The Broker may name additional Appointed Agent(s) for Client from time to time if the Appointed Agent is unable to fulfill the terms of this Agreement or by agreement between Broker and Client. The appointment of another Appointed Agent(s) does not relieve the initial Appointed Agent of any duties owed to the Client.

With Client’s approval, the Broker hereby appoints _____ as an additional Appointed Agent(s) for Client.

1. TERMS OF AGREEMENT

This Agreement shall begin on _____ and terminate on _____ midnight.

Broker reserves the right to terminate this Agreement at any time for any reason, or Buyer can terminate the agreement for cause. Before terminating for cause, the Buyer must notify the Broker in writing of the contractual deficiency in the Agreement and provide the Broker 72 hours to satisfactorily resolve the issue before the termination is valid. The retainer Period may not exceed twelve (12) months unless a pending closing exceeds the twelve (12) month period.

2. I) BROKER/APPOINTED AGENTS DUTIES

a) Work with Buyer through a strategic, well-managed process to find properties that meet the Buyer's criteria to purchase of real property.

b) Keep information confidential and advocate on Buyer's behalf according to state law.

c) Show Buyer properties within the designated area for which Buyer is financially qualified and that meet Buyer needs.

d) Prepare a written offer on the property of the buyer's choice to purchase/lease, answer questions, and provide comparable sold properties data.

e) Negotiate the offer to purchase/lease on Buyer's behalf for the property at Buyers desired terms.

f) After acceptance of the offer, continue to monitor and inform Buyer of the progress of the transaction.

II) DUTIES AND OBLIGATIONS OF A BUYER' S AGENT IN NEBRASKA. An agent representing a buyer as a buyer's agent shall be a limited agent with the following duties and obligations:

a) To perform the terms of any written agreement made with the client.

b) To exercise reasonable skill and care for the client.

c) To promote the interest of the client with the utmost good faith, loyalty, and fidelity, including:
   a. seeking a price and terms which are acceptable to the client, except that the agent shall not be obligated to seek other properties while the client is a party to a contract to purchase property.
   b. Presenting all written offers to and from the client in a timely manner regardless of whether the client is already a party to a contract.
   c. disclosing in writing to the client adverse material facts actually known by the agent.
   d. advising the client to obtain expert advice as to material matters about which the agent knows but the specifics of which are beyond the expertise of the agent.

d) To account in a timely manner for all money and property received.

e) To comply with all requirements of Neb. Rev. Stat. Sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act.

f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes or regulations.

3. BUYERS' DUTIES

a) To work exclusively with Appointed Agent to identify and acquire commercial real estate during the time that this Agreement is in force.

b) Buyer agrees not to enter into another Exclusive Agreement with any other broker unless this Agreement has expired.

c) To comply with reasonable requests of the Appointed Agent, to supply relevant financial information that may be necessary to permit the Appointed Agent to fulfill the obligations under this Agreement.

d) To be available upon reasonable notice and at reasonable hours to inspect properties that are potentially appropriate for acquisition by the Buyer.

e) To otherwise cooperate with the Appointed Agent(s) efforts to fulfill the obligations under this Agreement.

f) To compensate CENTURY 21 ProLink according to the terms set forth in Section 8 and to give any consent that may permit CENTURY 21 ProLink to receive payment from the Seller or Seller's Brokerage pursuant to Section 8.

g) CENTURY 21 ProLink will collect a $295 processing fee for all closed purchase files. Fee includes the accounting, clerical, cybersecurity, and technology work to process a file to closing. This fee does not apply to lease files.

4. CONSENT TO REPRESENT OTHER BUYERS

The Buyer agrees that the Appointed Agent may represent other Buyers, and show, sell, and negotiate offers for other Buyers on the same properties. All information is confidential and will not be disclosed to any other Buyer or Seller Clients. The Buyer expressly waives any claims including but not limited to breach of fiduciary duty or breach of contract based solely upon Broker's representation of other Buyers who may be seeking to acquire the same property as Buyer.

5. POTENTIAL DUAL AGENCY REPRESENTATION

Buyer acknowledges that Appointed Agent also acts as marketing agents for Sellers of commercial or residential real estate pursuant to listing agreements with such Sellers. Buyer further acknowledges that the property they may wish to acquire pursuant to this Agreement may be owned by a Seller who is party to a listing agreement with Broker. It therefore may be necessary for the Broker to act as dual agent representing the Buyer and the Seller of the subject property. As a disclosed dual agent, the Appointed Agent would not act as the exclusive agent of either party but would act to assist both parties to negotiate and close a mutually agreeable sales contract. Appointed Agent would also continue to owe certain fiduciary duties to both parties. Appointed Agent will not disclose to one party confidential or proprietary information about the other party, or that party's negotiation position, without the prior written consent of the other party. Broker will not act as a dual agent until the Buyer and Seller are given full and complete disclosures about Broker's role as a dual agent, and they expressly consent in writing to the Broker's status as a dual agent.

DUAL AGENCY POTENTIAL (check one)

Buyer ☐ Consents ☐ Does not consent for the Potential for Dual Agency

_____ _____ (buyer initials)

6. PROFESSIONAL SERVICE FEE

The Buyer acknowledges that there are no standard compensation rates and the compensation in this Agreement is fully negotiable and not set by law. In consideration for the services to be performed by Buyer's Appointed Agent(s), Buyer agrees to pay CENTURY 21 ProLink a Professional Service Fee as follows:

a) Buyer agrees that Broker is entitled to a fee if during the original term of this agreement or any extension, Buyer enters into a contract to purchase or acquires a property acceptable to the Buyer. The Professional Service Fee is due no later than the date on which title to the real property transfers and the obligation to pay will automatically extend through the date of the actual closing (or commencement of lease) and transfer of title, even if it occurs after the expiration date of this agreement. If Buyer attempts to avoid the obligations or defaults on their purchase, the Buyer shall be obligated to pay the Professional Service Fee.

b) Broker's Professional Service Fee shall be a flat fee of $_____ or **3** % of the gross sale or lease price of the property purchased or leased by Buyer, whichever is greater, plus any applicable sales tax.

If the property is represented by a Listing Broker and Seller compensation to Buyer's Brokerage has been offered, the Buyer's Professional Service Fee will be paid from the gross sale/lease price to the Buyer's Brokerage at the closing of the transaction. There will be no change in representation even though payment is received from the Seller.

c) In the event of negotiated lease extension:

Compensation for First Negotiated Renewal or Exercised Option/Extension:
Broker's Professional Service Fee shall be a flat fee of $_____ or **1.5** % of the gross lease price, whichever is greater, (plus any applicable sales tax) to be paid by Buyer/Tenant.

Compensation for Second Negotiated Renewal or Exercised Option/Extension:
Broker's Professional Service Fee shall be a flat fee of $_____ or **1.5** % of the gross lease price, whichever is greater, (plus any applicable sales tax) to be paid by Buyer/Tenant

d) If Buyer wishes to purchase a property not represented with a Listing Brokerage or there is no Buyer Brokerage compensation offered, the Brokerage's fee for service shall be due from the Buyer at time of closing and transfer of funds.

7. FAILURE TO CLOSE

If an agreement is made on behalf of the Buyer and the Seller fails to close such agreement, at no fault of the Buyer, the Buyer shall have no obligation to pay the professional service fee provided for in Section 8, subsection (b). If such transaction fails to close because of any fault on the part of Buyer, such Professional Service Fee will not be waived, but will be due and payable immediately. In no case shall Broker be obligated to advance funds for the benefit of Buyer in order to complete a closing.

8. DISCLAIMER

The Buyer acknowledges that Appointed Agent is being retained solely as a real estate agent, and not as an attorney, tax advisor, surveyor, structural engineer, home inspector, environmental consultant, architect, contractor, or other professional service provider. The Buyer understands that such other professional service providers are available to render advice or services to the Buyer, if desired, at Buyer's expense.

9. COSTS OF THIRD-PARTY SERVICES OR PRODUCTS

Appointed Agent(s) will not obtain or order products or services from outside sources unless Buyer agrees in writing to pay for them immediately when payment is due, (Examples are inspections, surveys, soil tests, title reports, engineering studies).

10. DISCLOSURE OF BUYER'S IDENTITY

Appointed Agent(s) has Buyer's permission to disclose Buyer's identity to third parties participating in the transaction without prior written consent unless a non-disclosure and confidentiality agreement are signed by the Buyer and made a part of this agreement. Any cost associated in producing the above legal document will be the sole expense of the Buyer.

11. INDEMNIFICATION OF THE BROKERAGE

Buyer agrees to indemnify and hold Brokerage harmless on account of any and all loss, damage, cost or expense, including court costs and/or attorney's fees incurred by Brokerage, arising out of this exclusive representation agreement, provided Brokerage is not at fault.

12. ASSIGNMENT OF THIS AGREEMENT

Buyer or Broker may not assign or transfer this Agreement or any rights, duties, or obligations under this Agreement without the prior written consent of the other party.

13. NONDISCRIMINATION

The parties agree not to discriminate against any prospective Seller or Lessor because of race, color, sex, age, religion, disability, national origin, ancestry, marital or parental status of such person. The parties agree to comply with all applicable federal, state, and local fair housing laws.

14. MODIFICATION OF THIS EXCLUSIVE REPRESENTATION AGREEMENT

No modification of any of the terms of this exclusive representation agreement shall be valid and binding upon the parties or entitled to enforcement unless such modification has been reduced to writing and signed by the parties.

15. COUNTERPARTS/ELECTRONIC SIGNATURES

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together will constitute one and the same instrument. The parties agree that electronic signatures will be deemed original.

16. SEVERABILITY. This Agreement shall remain in effect in the event a section or provision(s) is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provisions or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

17. ENTIRE AGREEMENT

This exclusive representation agreement constitutes the entire agreement between the parties relating to the subject thereof, and any prior agreements pertaining thereto, whether oral or written have been merged and integrated into this exclusive representation agreement.

This exclusive representation agreement may be executed in multiple copies and my signature as Buyer hereon acknowledges that I have received a signed copy.

If you do not understand this document, seek legal advice before signing.

I AGREE TO APPOINTED AGENCY AND THE APPOINTED AGENT(S) LISTED ON PAGE 1:

By signing the agreement, the Buyer represents that they are not a party to another agreement and will not sign another Buyer Agreement during the retainer period.

Buyer Date/Time Buyer Date/Time

Appointed Agent (Licensee) signature _____

Additional Appointed Agent (Licensee) signature _____

Additional Appointed Agent (Licensee) signature _____

EXTENSION OF TERMS OF THIS AGREEMENT

This agreement is extended _____ and will terminate on _____ midnight. Broker reserves the right to terminate this Agreement at any time for any reason.

Buyer Date Buyer Date

Appointed Agent (Licensee) signature _____

Additional Appointed Agent (Licensee) signature _____

Additional Appointed Agent (Licensee) signature _____