This form is required for use in all sales transactions, including residential and commercial.



Working With Real Estate Agents Disclosure (For Buyers)

IMPORTANT

This form is <u>not</u> a contract. Signing this disclosure only means you have received it.

- In a real estate sales transaction, it is important that you understand whether an agent represents you.
- Real estate agents are required to (1) review this form with you at first substantial contact before asking for or receiving your confidential information and (2) give you a copy of it after you sign it. This is for your own protection.
- Do not share any confidential information with a real estate agent or assume that the agent is acting on your behalf until you have entered into an agreement with the agent to represent you. Otherwise, the agent can share your confidential information with others.

Note to Agent: Check all relationship types below	that may apply to this bu	yer.	
X Buyer Agency: If you agree, the agyou as a buyer agent and be loyal to you. You written buyer agency agreement with you before represented by an agent affiliated with a differ	may begin with an oral apre making a written off	agreement, but your agen er or oral offer for you. T	t must enter into a
you agree, the real estate firm and any agent we the seller at the same time. A dual agent's loyal agents must treat you and the seller fairly and the firm would designate one agent to represent would be loyal only to their client.*	ith the same firm (comp lty would be divided bet equally and cannot help gree, the real estate <u>firm</u>	any), would be permitted ween you and the seller, you gain an advantage ov would represent both yo	to represent you and but the firm and its ver the other party.* u and the seller, but
*Any agreement between you and an agent that pan offer to purchase.	permits dual agency must	be put in writing no later	than the time you make
X Unrepresented Buyer (Seller subapurchase, but will not be representing you and any confidential information with this agent.	• • •	· · · · · · · · · · · · · · · · · · ·	* · · · · · · · · · · · · · · · · · · ·
Note to Buyer: For more information on an agent and Answers on: Working With Real Estate Agents copy of it.	_		
Buyer's Signature	Buyer's Signature		Date
Geneva M. Allen	NC:210408 SC:75364	Allen & Allen, Incorpo	orated
Agent's Name	Agent's License No.	Firm Name	

REC. 4.27 • 1/1/2022

NON-EXCLUSIVE BUYER AGENCY AGREEMENT

	This Agreement is between ("Buyer") and Allen & Allen, Incorporated ("Firm").				
1.	Services Provided: Firm will assist Buyer in locating and buying the following real property (describe type and location): Agent will provide information about any property the buyer is interested in, about the airpark where it is located, and about the area where the airpark subdivision is located. (the "Services"). While providing the Services, Firm will represent Buyer as Buyer's non-exclusive agent and will act in the best interest of Buyer. Buyer agrees to cooperate with Firm and also agrees that offers, contracts, negotiations, leads, inspections, appointments, and any other activities in connection with buying property may be facilitated by and through Firm. Firm may assign other agents in the Firm to provide the Services at any time. Even though Firm will act in the best interest of Buyer, Buyer understands that Firm may represent other buyers, who may be shown the same property as Buyer.				
2.	Buyer Disclosures : Buyer makes the following disclosures and agrees to update them immediately if any changes occur.				
	 a. Buyer has X has not signed a document with another real estate agent or firm. If Buyer has signed a document with another agent - for example, a document signed in order to tour a property - Buyer agrees to give Firm the agent's contact information so Firm can confirm its ability to provide the Services to Buyer. b. Buyer is X is not working with a relocation company. c. Buyer x has has not received sample copies of the purchase contract and professional services disclosure form. 				
3.	Term of Agreement: This Agreement will be effective when signed by Buyer and Firm and will expire either when Buyer				
	purchases property as described in section 1 or at 11:59 p.m. on, whichever occurs first.				
4.	Fee for Services: Under this Agreement, Firm's fee is (Check all that apply and state a specific amount only):				
	X 3.000 % of the gross sales price				
	A flat fee of \$				
	Other Specific Amount:				
	a. Payment of Fee: Buyer X will will not be responsible for paying Firm's fee herein. Firm may seek compensation from the seller or listing firm to pay some or all of the fee in this Agreement. However, Buyer understands that neither a seller nor a listing firm has a duty to pay Firm's fee, and Buyer must pay Firm's fee if Buyer has agreed to be responsible in this section.				
	b. <u>Fee Earned</u> ; Due and Payable: The fee in this section will be earned by Firm when Firm is the procuring cause of Buyer entering into a written contract ("Contract") during the term of this Agreement to buy real property as described in section 1. The fee will be due and payable to Firm when Buyer, any authorized assignee of Buyer, or any party authorized by Buyer in the Contract, closes or defaults on the Contract.				
	c. <u>Mutual Termination Required</u> : Even if Buyer hires another buyer agent or firm while this Agreement is in effect, any earned fee in this section will still be due and payable unless Firm and Buyer both agree to terminate this Agreement.				
5.	Negotiable Fee; Other Compensation: BUYER UNDERSTANDS THAT THE AMOUNT, FORMAT, OR RATE OF REAL ESTATE COMPENSATION IS NOT FIXED BY LAW BUT IS SET BY EACH BROKER OR FIRM INDIVIDUALLY AND IS FULLY NEGOTIABLE. Firm may not receive compensation for the Services from any source that exceeds the amount or rate agreed to herein with Buyer.				
6.	Dual Agency : Dual agency occurs when a real estate firm represents both the buyer and the seller in a transaction. Designated dual agency is a specific type of dual agency where a firm will appoint one agent to represent only the interests of the seller and a different agent to represent only the interests of the buyer. Designated dual agency permits a firm to fully advise and advocate for both a buyer and a seller as if the appointed agents were not both affiliated with the same firm. Not every real estate firm offers dual agency or designated dual agency. Authorizations available below may vary.				
	 a. <u>Terms of Dual Agency</u>: If dual agency is permitted, Buyer understands and agrees to the following: i. Firm will act as Buyer's agent up until dual agency occurs. However, in its separate representation of Buyer and a seller, Firm may obtain information which, if disclosed, could harm Buyer's bargaining position. 				
	Page 1 of 3				

Buyer initials Individual agent initials Allen & Allen, Incorporated, 1425 Godbey Rd. Salisbury NC 28147 Phone: 7047985214 Fax: Geneva Allen

REALTOR® North Carolina Association of REALTORS®, Inc.

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Revised 1/2025

STANDARD FORM 203

- ii. Buyer will have to make their own decisions as to what terms will be included in an offer to purchase unless designated dual agency is directed by Buyer below.
- iii. Unless required by law, Firm will not disclose to a seller: that Buyer may agree to a price or contract terms different than what Buyer has offered; Buyer's motivation for wanting to buy a property; and any other information that Buyer has told Firm is confidential. Firm will similarly not reveal to Buyer the same kind of information as it relates to a seller.
- iv. Firm will represent Buyer and the seller in a balanced and fair manner, and Firm will assist both parties in their communications regarding the transaction. However, Firm will be limited in its ability to advocate for Buyer, like an exclusive agent would, unless designated dual agency is directed below.
- v. If designated dual agency is directed, an agent in Firm will not be designated to represent Buyer or the seller if that agent has received confidential information concerning the other party.

		vi. Buyer has determined that the advantages of dual agency outweigh the disadvantages.				
	b.	Authorizations: Initial only as applicable below.				
		Firm may NOT act as a dual agent in a transaction involving Buyer.				
		Firm may act as a dual agent in a transaction involving Buyer.				
		If Firm may act as a dual agent, then initial only one line below:				
		Buyer does authorize the same agent to represent both Buyer and a seller in dual agency.				
		Buyer does NOT authorize the same agent to represent both Buyer and a seller in dual agency.				
		Buyer does NOT authorize the same agent to represent both Buyer and a seller in dual agency and directs Firm to practice designated dual agency. If Buyer directs Firm to practice designated dual agency, then Firm will practice designated dual agency unless: (i) it is not allowed under North Carolina law; or (ii) Buyer authorizes Firm in writing to practice dual agency only.				
	c.	Material Facts: Regardless of whether dual agency is authorized, Firm must disclose any material facts to all parties in a transaction. This duty applies whether Firm is Buyer's exclusive agent or a dual agent, including designated dual agency.				
	d.	Waiver: Should Firm become a dual agent, Buyer waives all claims, damages, losses, expenses, and liabilities, other than for violations of the NC Real Estate License Law and intentional wrongful acts, arising from Firm's role as a dual agent.				
7.	Surveillance; Photographs; and Video: Buyer understands that some properties may have video, audio, or surveillance devices Federal and state laws prohibit the recording of oral communications without consent. However, video surveillance without consent may be permitted. Buyer may take photos or record video as long as Buyer does not intrude on the owner's reasonable expectation of privacy and owner has not prohibited photography and video. Buyer should only record spaces in plain view. If Buyer were to intrude on an owner's privacy - for example, if Buyer were to take pictures of a medicine cabinet or inside a desk drawer - ther Buyer may be subject to liability. Firm may not have control of pictures or videos of a property that Buyer may purchase, and accordingly, such information will not be removed from public display after Buyer's purchase.					
8.	Other Professional Advice: Buyer is advised to seek other professional advice regarding law, taxes, financing, insurance surveying, wood destroying insects, structural soundness, engineering, building construction, and other matters related to purchasing real estate. Buyer also should consider seeking legal advice regarding this Agreement. Firm may provide recommendations for these other services, but Firm cannot guarantee the quality or level of expertise. Buyer agrees to hold Firm harmless regarding Buyer's use of other professional services. Buyer also agrees to fully indemnify Firm if a claim is brought against Firm stemming from Buyer's use of other professionals or Buyer's election not to use other professionals.					
9.		pection Costs : Unless otherwise agreed, Buyer must pay for all inspection costs and other professional services related to chasing a property including all items in section 8. This duty to pay will apply regardless of whether Buyer closes on a property.				
10.	con	nfidentiality : Firm will not disclose the price or other terms of an offer by Buyer to a competing party without the express sent of Buyer. However, sellers may elect not to treat Buyer's offer as confidential. Sellers may also elect not to disclose other ers and instruct their agent to keep that information confidential.				

7.

8.

9.

the recipient to veri name or number, the immediately, and p or anyone else is fracontrol of Firm. But	WIRE FRAUD WARNING: Before sending any wire, Buyer should verify the recipient's phone number independently, and can the recipient to verify the wiring instructions. If Buyer receives wiring instructions for a different bank, branch location, or account name or number, they should be presumed fraudulent. If fraud is at all suspected, do not send any funds, contact the recipier immediately, and presume that any phone number received in an email from the closing attorney, Firm, another real estate agent or anyone else is fraudulent. Buyer understands that there are risks associated with wire transfers that are not within the reasonable control of Firm. Buyer agrees to release and discharge Firm and Firm's agents from all claims not caused by gross negligency relating to a wire transfer associated with the Services.							
12. Additional Terms	:							
			n this section and any other pa					
terms in this section	terms in this section will control. Firm and Buyer may also insert "see attached" and add additional terms with a separate addendum.							
agreement of the pa prior understanding signed by all partie proceedings are ins recover from the no	3. Merger; Modification; Assignment; Enforcement; Attorney's Fees; and Governing Law: This Agreement represents the entire agreement of the parties below and may be signed in several counterparts, all of which together constitute the same Agreement. All prior understandings and agreements are merged into this document. This agreement may only be modified by a written document signed by all parties, and it may not be assigned except by written consent of all parties. Subject to statutory limitations, if legal proceedings are instituted to enforce any provision of this agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding. This agreement is governed by North Carolina law.							
AGREEMENT WI FAMILIAL STATU TO CONDUCT SU	4. NONDISCRIMINATION: FIRM SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP, OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OR GENDER IDENTITY OF ANY PARTY OR PROSPECTIVE PARTY.							
	INA ASSOCIATION OF REALT UACY OF ANY PROVISION OF			N AS TO THE LEGAL				
Buyer: (Name)		(Signature)		(Date)				
Contact: (Phone and En	nail)							
Mailing Address:								
Buyer: (Name)		(Signature)		_ (Date)				
Contact: (Phone and En	nail)							
Mailing Address:								
Entity Buyer: (Name o	f LLC, Corp., Trust, etc.)							
	nail)							
Firm: (Name)	Allen & Allen, Incorporated	(License Nu	am.) NC:C14367, SC:12770 (Phon	ne) (704)798-5214				
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	Geneva M. Allen odbey Rd, Salisbury , NC 28147	`						
	Fax, and Email)	(704)798-5214	CarolinaAirparks@gmail.c	· · · · · · · · · · · · · · · · · · ·				
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