

DISCLOSURE TO UNREPRESENTED BUYERS

You, as a Buyer, have contacted a Gibson Sotheby's International Realty (referred to as "Gibson SIR") agent regarding a property that is listed with Gibson SIR. The Gibson SIR Agent working as a Seller's Agent is a fiduciary of the Seller and is contractually and statutorily obligated to work in the Seller's best interest.

The Gibson SIR Real Estate Agent showing the Property does not represent you.

Consistent with the terms defined in the Mandatory Real Estate Licensee-Consumer Relationship Disclosure, you as a Buyer, are a customer and not a client of Gibson SIR or the Seller Agent.

You have received a copy of the Massachusetts Mandatory Real Estate Licensee-Consumer Relationship Disclosure which discusses the different roles and obligations of a Seller's Agent and a Buyer's Agent.

Although the Seller's Agent does not represent you and may assist you by showing the Property and providing information about the Property, the information disclosed was provided by the Seller, through the public records, such as the city or town's tax information database, but has not been independently verified by Gibson SIR. The Seller's Agent has the duty to disclose physical defects in the Property, ONLY if the Seller's Agent has actual knowledge of such defects. The Seller's Agent cannot advise you or negotiate on your behalf or keep information you provide to the Seller's Agent confidential. The Seller's Agent may provide you with Standard Forms related to the purchase of real estate, such as an Offer to Purchase. You may direct the Seller's Agent what amount you wish to offer for the property and what deposits you will make, but any advice offered by the Seller's Agent or assistance in filling in such forms is made for the benefit of the Seller, not you as Buyer.

The Seller's Agent may refer you to an attorney or a lender, however the Seller's Agent is statutorily prohibited from referring a licensed home inspector to a buyer customer, or buyer they are not representing.

Seller's Agent is representing the Seller under the terms of an Exclusive Right to Sell Listing Agreement ("Listing Agreement"). The Listing Agreement defines the commission the Seller pays for the Seller's Agent's services. **Commissions are not set by law and are fully negotiable, however, in this case, the Commission has already been agreed in the Listing Agreement between the Seller and Gibson SIR.**

The Buyer acknowledges that the Buyer shall not be obligated to pay a fee to Gibson SIR for the services the Seller's Agent is providing, and that such services are for the benefit of the Seller. The Listing Agreement between the Seller and Gibson SIR may obligate the Seller to pay an additional fee for working with unrepresented buyers such as yourself. **Being an unrepresented buyer does not necessarily translate to the buyer, or seller, incurring lower fees or a reduced purchase price for a property.** You are free to retain a real estate broker to work with



as a Buyer's Agent who can represent your interests and negotiate a fee with that Buyer's Agent for services.

Unrepresented Buyer acknowledges receipt of Disclosure to Unrepresented Buyers

Date
Buyer:

Date
Buyer:

Date
Gibson SIR Seller's Agent

_____ Gibson SIR Seller's Agent check if the Unrepresented Buyer(s) were given this disclosure but refused to sign.

