

### Agency Disclosure—Limited Services Brokerage

Every party to a real estate transaction, whether the Buyer or the Seller, should understand the limited role that SBY will have. SBY is acting only as a ***limited-services brokerage***. That means that SBY does not provide the full range of services that a traditional real estate brokerage firm provides, and it also means that SBY's does not owe you, as the Buyer or the Seller, the same fiduciary duties you can expect from a traditional real estate brokerage firm.

A traditional real estate broker owes its client fiduciary duties, which means the traditional real estate broker is obligated to look out for the client's best interests through loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the other party. SBY is, however, not a traditional real estate broker.

When you use SBY, you acknowledge and agree that SBY's obligations are limited as follows. SBY will NOT:

1. Represent you as either a seller's agent or as a buyer's agent. Although SBY does not represent either party in a transaction, it is possible that both a Seller and a Buyer would use the Service on the same transaction, including a property-specific consultation or use of the general guidance and transactional process-related information that SBY provides. You acknowledge and consent to this, in the event it occurs.
2. Because SBY does not represent either party, it is possible that both the seller and the buyer might both use SBY in the same transaction.
3. Convey offers and counteroffers to the other party on your behalf.
4. Prepare or review offers, counteroffers, the purchase contract, disclosures, inspection reports, title report, escrow documents, or any other documentation.
5. Accept custody or control of any transaction-related funds, such as the earnest money deposit, inspection fees, escrow fees, or any other funds.
6. Review or manage your transactions.
7. Keep records. Arizona law requires traditional real estate brokerage firms to maintain all transaction related documents for a period of five years. Because SBY does not participate in the preparation or exchange of the transaction documents, SBY assumes no liability for and will not file, store, or maintain any of those records.
8. Conduct marketing activities on behalf of the seller, except for those activities that you select as part of SBY's services.
9. Provide assistance to either the seller or buyer to satisfy their respective contract obligations or to facilitate the closing.
10. Assuming any responsibility to disclose or facilitate disclosure of material facts relating to a transaction, including, by way of example, facts regarding the physical condition of a property.
11. Assume responsibility for any party's compliance with applicable fair housing law.

When you use SBY, you can still expect SBY to:

1. Maintain confidentiality of your information and disclose such information only as you authorize.
2. Exercise reasonable skill and care in performing the services that you select as part of SBY's services.
3. Be truthful and honest to all parties.

## **Your Duty to Disclose**

Whether you are a Buyer or a Seller, it is critical that you understand and comply with Arizona law when it comes to making disclosures about the property. SBY is not acting as a traditional real estate broker and will not, therefore, make any legally-required disclosures on your behalf.

**YOU MUST DISCLOSE:** *You acknowledge and agree that Arizona law requires all parties to a transaction (whether seller or buyer) to **voluntarily** disclose to the other party any information that materially or adversely affects the consideration for the transaction. For example, this includes **any material defect** existing in the property and the existence of any liens or encumbrances on the property. There are forms to help you meet this obligation, such as the Seller's Property Disclosure Statement (also called the "SPDS" or "spuds") prepared by the Arizona Association of Realtors, which is available from SBY. Regardless whether you use the SPDS or not, you are required to make these disclosures, and you could face liability to the Buyer if you fail to do so.*

**YOU DO NOT HAVE TO DISCLOSE:** As an exception to the duty to disclose described above, under Arizona law a Seller does not have to disclose that the property is or has been (1) the site of a natural death, suicide, homicide, or any other felony; (2) owned or occupied by a person exposed to HIV or diagnosed as having AIDS or any other disease that is not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender.

---

I have read the above Disclosure—Limited Services Brokerage and Your Duty to Disclose, and I understand and agree to its terms. I also understand that this Disclosure is to be read in conjunction with SBY's separate Terms of Use