



SELF REPRESENTATION
AGENCY CONFIRMATION AND ACKNOWLEDGEMENTS
 (When Consumer wants to represent themselves and to confirm Brokerage Representatives)

In reference to the Offer for Real Estate dated: _____
 Between Seller/Owner _____ and Buyer _____
 Property Address: _____

A. _____ is the exclusive Agent/Brokerage of their "client" _____ and has no fiduciary obligations or duties to any other party/ "customer". All necessary agency disclosures and acknowledgements have been provided to client.

If more than one "client":

B. _____ is the exclusive Agent/Brokerage of their "client" _____ and has no fiduciary obligations or duties to any other party/ "customer". All necessary agency disclosures and acknowledgements have been provided to client.

A "Client" is a party to a transaction who has an agency agreement with a broker for brokerage services. A "Customer" means a consumer who is not being represented by a licensee but for whom the licensee may perform ministerial acts. An Exclusive Agent/Brokerage means that the client has contracted with brokerage to be the sole brokerage they will utilize to represent their interests.

Check if applicable.

Customer elects to represent themselves. Customer understands that no Brokerage or Licensee will be providing any assistance/advice or representation to consumer. Licensees may provide ministerial acts to facilitate the transaction, but it is acknowledged that Brokerage/Licensees not responsible for any non-client decisions or actions.

The agents are hereby given authority to divide real estate commissions among themselves without creating any agency or fiduciary obligations to any person other than the "clients" for whom they have designated above as the exclusive agent. Duties to a "client" include (543B.56) –

A. DUTIES OF A REAL ESTATE LICENSEE TO ALL PARTIES TO THE TRANSACTION.

In providing brokerage services to all parties to a transaction, "Client" and "Customer" alike, a licensee (the Broker and its broker associates and salespersons), regardless of the type of agency representation agreed to, shall do all of the following:

1. Provide brokerage services to all parties to the transaction honestly and in good faith.
2. Diligently exercise reasonable skill and care in providing brokerage services to all parties.
3. Disclose to each party all **material adverse facts** (i.e. significant defects or negative circumstances) that the licensee knows except:
 - a. Material adverse facts known by the party.
 - b. Material adverse facts the party could discover through a reasonably diligent inspection and which would be discovered by a reasonably prudent person under like or similar circumstances.
 - c. Material adverse facts the disclosure of which is prohibited by law.
 - d. Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
4. Account for all property coming into the possession of a licensee that belongs to any party within a reasonable time of receiving the property.

B. DUTIES OF A REAL ESTATE LICENSEE TO A CLIENT.

A licensee providing brokerage services to a client, regardless of the type of agency representation agreed to, shall do all of the following:

- 1. Place the client's interests ahead of the interests of any other party, unless loyalty to a client violates the licensee's duties under provisions of the Iowa Code (such as with Appointed Agency or Consensual Dual Agency) or any other applicable law.
- 2. Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
- 3. Fulfill any obligation that is within the scope of this Agency Disclosure, except those obligations that are inconsistent with other duties that the licensee has under the Real Estate Brokers and Salespersons provisions of the Iowa Code or any other law.
- 4. Disclose to a client any financial interests the licensee or the brokerage has in any company or business entity to which the licensee or brokerage refers a client for any service or product related to the transaction. The client is not obligated to use any such recommended company, and may select a different company. **NOTE:** Broker/ Licensee (check applicable) has a financial interest in or an affiliate relationship with the following companies or business entities:

C. THE FOLLOWING MINIMUM SERVICE SHALL BE PROVIDED TO THE CLIENT.

- 1. Accept delivery of and present to the client offers and counteroffers to buy, sell, rent, lease, or exchange the client's property or the property the client seeks to purchase or lease.
- 2. Assist the client in developing, communicating, negotiating, and presenting offers or counteroffers until a rental agreement, lease, exchange agreement, offer to buy or sell, or purchase agreement is signed and all contingencies are satisfied or waived and the transaction is completed.
- 3. Answer the client's questions relating to the brokerage agreements, listing agreements, offers, counteroffers, notices, and contingencies.
- 4. Provide prospective buyers access to listed properties.

If a person decides to represent themselves or declines Brokerage representation, this document shall provide written acknowledgement and confirmation to all licensees involved in the transaction. A person representing themselves should consult a lawyer for any advice or other representation.

CUSTOMER (Representing Themselves) Date

"CLIENT" (Seller or Buyer) Date

CUSTOMER (Representing Themselves) Date

"CLIENT" (Seller or Buyer) Date

BROKERAGE/AGENT Date

BROKERAGE/AGENT Date

This is a legal document. If you do not understand all of the information contained within, contact a lawyer.