

NO AGENCY DISCLOSURE AND AGREEMENT

(Licensee represents only Seller(s) and the Buyer(s) is not represented)

This No Agency Disclosure and Agreement (“Agreement”) is dated _____.

A. SELLER(S) [“Seller(s)”]:

B. BUYER(S) [“Buyer(s)”]:

C. SUBJECT PROPERTY (“Property”)

D. NAME OF AGENT (“Licensee”): **Mitch Rolsky, REALTOR KW Indianapolis**

E. NO AGENCY DISCLOSURE AND AUTHORIZATION: In the event the Buyer above desires to submit a purchase agreement on the Subject Property the Seller(s) & Buyer(s) agree The Licensee in the above-described transaction will only represent the Seller(s) and does not represent or act as an agent, fiduciary or in any other capacity on behalf of the Buyer(s). The Licensee may be asked to assist the parties in communicating offers, acceptances, counteroffers or other aspects of a transaction involving the Property, or in completing applicable documents, but both parties acknowledge and agree that in this transaction the Seller(s)’s payment of a commission to the Licensee does not create any agency or other legal relationship between the Buyer(s) and the Licensee. Buyer(s) has also been strongly encouraged by the Licensee to seek independent representation from a qualified real estate attorney or legal representative to assist and advise Buyer(s) before Buyer(s) consent to the terms of this Agreement and Licensee’s representation of only the Seller(s). Buyer(s) have indicated by the signature(s) below their intention to retain appropriate legal guidance.

F. ADDITIONAL DISCLOSURES: Buyer(s) and Seller(s) acknowledge that the Licensee is promoting solely the interests of the Seller(s) in this transaction, and any material or confidential information given to the Licensee by the Buyer(s) will be disclosed to the Seller(s) if in the Seller(s)’s interests.

Buyer(s) and Seller(s) acknowledge that they do not have to consent to the lack of agency of one of the parties to this transaction.

Buyer(s) and Seller(s) consent voluntarily to Licensee’s agency for only the Seller(s) and Buyer(s) waives any claims, damages, losses, expenses, including attorneys’ fees and costs, against Licensee arising from Licensee’s role of agent for only the Seller(s).

G. PRIOR AGREEMENTS: Buyer(s) and Seller(s) understand this Agreement does not replace prior agreements with Licensee to represent Buyer(s) or Seller(s). However, where this No Agency Disclosure and Agreement contradicts or conflicts with prior agreements, this No Agency Disclosure and Agreement shall supersede.

H. CANCELLATION: If the Buyer(s) and Seller(s) do not enter into an agreement relating to the Property or if the transaction fails to close, Buyer(s) and Seller(s) agree that this Agreement is automatically cancelled and the Licensee's role of agent for one party has determined by this agreement only is terminated.

By signature below, the parties verify that they understand and approve this No Agency Disclosure and Agreement and acknowledge receipt of a signed copy. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

SELLER'S SIGNATURE DATE

BUYER'S SIGNATURE DATE

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BUYER'S SIGNATUR DATE