

NO AGENCY DISCLOSURE AND AGREEMENT

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

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

A. BUYER(S) [“Buyer(s)”]:

B. SELLER(S) [“Seller(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 Buyer(s) & Seller(s) agree The Licensee in the above-described transaction will only represent the Buyer(s) and does not represent or act as an agent, fiduciary or in any other capacity on behalf of the Seller(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 Seller(s) and the Licensee. Seller(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 Seller(s) before Seller(s) consent to the terms of this Agreement and Licensee’s representation of only the Buyer(s). Seller(s) have indicated by the signature(s) below their intention to retain appropriate legal guidance.

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

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

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

G. PRIOR AGREEMENTS: Seller(s) and Buyer(s) understand this Agreement does not replace prior agreements with Licensee to represent Seller(s) or Buyer(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 Seller(s) and Buyer(s) do not enter into an agreement relating to the Property or if the transaction fails to close, Seller(s) and Buyer(s) agree that this Agreement is automatically cancelled and the Licensee's role of agent for one party 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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