



**ELECTION**

40. **AGENCY ELECTION DOES NOT ESTABLISH BROKER COMPENSATION.**

41. Compensation paid by a Buyer or Seller to their Broker is always fully negotiable and the amount chosen shall be documented in a separate written employment agreement after discussion with their Broker. Should a Seller also choose to offer compensation to a Buyer's Broker, the offered amount is fully negotiable and agreed upon after discussion with Seller's Broker.

45. **(BUYER OR SELLER INITIALS REQUIRED)** \_\_\_\_\_ / \_\_\_\_\_

46. **Buyer or Tenant Election** (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker (check any that apply):

- 48.  represent the Buyer as Buyer's Broker.
- 49.  represent the Seller as Seller's Broker.
- 50.  show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and Seller provided that the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be acknowledged in a separate writing other than the purchase contract.

53. **Seller or Landlord Election** (Complete this section only if you are the Seller.) The undersigned elects to have the Broker (check any that apply):

- 55.  represent the Buyer as Buyer's Broker.
- 56.  represent the Seller as Seller's Broker.
- 57.  show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both Seller and Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be acknowledged in a separate writing other than the purchase contract.

60. The undersigned  Buyer(s) or  Seller(s) acknowledge that this document is a disclosure of duties.

61. **I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.**

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^ PRINT NAME

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^ PRINT NAME

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^ SIGNATURE

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