

# UNREPRESENTED BUYER DISCLOSURE #722



On this \_\_\_ day of \_\_\_\_\_, I/We \_\_\_\_\_, a licensed Massachusetts Real Estate Broker and (if applicable)  its agents OR  designated agent(s): \_\_\_\_\_, collectively ("LISTING BROKER") who represent \_\_\_\_\_, ("SELLER") in the sale of \_\_\_\_\_ ("PROPERTY") for which \_\_\_\_\_, ("UNREPRESENTED BUYER") is interested in purchasing, provide the following disclosure:

**UNREPRESENTED BUYER HAS BEEN INFORMED OF THEIR RIGHT TO HIRE A BUYER BROKER WHO WOULD REPRESENT THEM IN THE PURCHASE OF THE PROPERTY, HOWEVER, UNREPRESENTED BUYER HAS ELECTED NOT TO BE REPRESENTED BY A BUYER BROKER AND ACKNOWLEDGES THE FOLLOWING:**

- 1. Mandatory Agency Disclosure.** UNREPRESENTED BUYER has received the **Massachusetts Mandatory Licensee-Consumer Relationship Disclosure** indicating LISTING BROKER'S relationship with the SELLER for the sale of the PROPERTY.
- 2. Seller Representation Only.** The LISTING BROKER may communicate with the UNREPRESENTED BUYER, provide transaction documents, SELLER instructions, and may conduct other activities to accomplish the sale of the PROPERTY. UNREPRESENTED BUYER is advised that LISTING BROKER owes fiduciary duties to the SELLER, and anything communicated to the LISTING BROKER by the UNREPRESENTED BUYER may be shared with the SELLER, including confidential information. These communications and activities are done solely on behalf of and for the benefit of SELLER to facilitate the successful sale of the PROPERTY and do not create a representative or agency relationship between the UNREPRESENTED BUYER and the LISTING BROKER. **The LISTING BROKER only represents the SELLER in the sale of the PROPERTY and does NOT represent the UNREPRESENTED BUYER.**
- 3. Buyer Due Diligence.** The purchase of the PROPERTY requires the UNREPRESENTED BUYER to perform their own due diligence. The LISTING BROKER shall be honest and truthful, disclose known material defects within the bounds of the PROPERTY, adhere to local, state and federal Fair Housing Laws, and deal fairly with the UNREPRESENTED BUYER. However, the UNREPRESENTED BUYER must take steps to investigate matters that are important to them, both within and around the PROPERTY.

The UNREPRESENTED BUYER acknowledges it is their responsibility to protect their own interests and to hire their own professionals to advise them in the matters of real estate, including, but not limited to negotiations, inspections, contract terms and timelines, contingencies, financing, zoning and legal use, title searches, insurance, or any other area they deem appropriate to assist them in purchasing the PROPERTY. **Specifically, this process requires the signing of legally binding contracts, if legal advice is desired, consult an attorney.**

UNREPRESENTED BUYER has read this Agreement, understands its contents and has received a copy of the same.

\_\_\_\_\_  
UNREPRESENTED BUYER Date

\_\_\_\_\_  
UNREPRESENTED BUYER Date

