

## UNREPRESENTED BUYER'S PRACTICES

The following is a list of only some of the practices to be aware of when you are facilitating a sale between your Seller as Seller's (Listing) Agent and an unrepresented buyer.

- Seller's Agent should have discussion at the time of filling out the Residential Listing Agreement about the possibility of entertaining an offer from an unrepresented Buyer.
- A minimum of 1.5% of the sales price should be included in Paragraph 2 C (2) of the RLA for facilitating an unrepresented buyer should an offer be accepted.
- No showings
- Always have the Buyer sign the BNA [Buyer Non-Agency Agreement] before you proceed.
- No Fiduciary Duty or Agency Relationship Duties exist between Buyer and Seller's Agent
  - (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
  - (b) A duty of honest and fair dealing and good faith.
  - (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.
- Access to property should be done with an abundance of caution while in contract. This includes giving access to inspectors, contractors, appraisers, etc. The Listing Agent is present ONLY for access and as the Seller's representative.
- Seller's Agent may provide Buyer a "blank" copy of the RPA with ONLY the *Buyer's name and the Property* address per Seller's instructions. Buyer is responsible to fill out the terms of the Offer.
- Any corrections should be done using a counteroffer on Seller's behalf.
  - Listing (Seller's) Agent should provide *estimated* written timelines to the unrepresented Buyer upon entering into contract for all contingencies and contractual obligations.
- Seller's Agent is negotiating ONLY on the behalf of the Seller
  - Cannot Layout options for Buyer
  - No educating of buyer
  - Assisting with buyer's lenders
  - No ordering reports and Investigations on behalf of buyer
- No providing Closing Cost Analysis
- No providing Competitive Market Analysis

- No recommendations to Buyer regarding:
  - Offer price
  - Inspections Needed
  - Repairs Requested
  - Notices Given
  - Potential Lenders
- Provide only statutory forms that are required by law unless Seller is exempt (unless Seller instructs Seller's Agent to provide) such as but not limited to Real Estate Transfer Disclosure Statement, Seller Questionnaire, Wildfire Disclosures Disclosure, Lead Based Paint, Smoke Detectors, Carbon Monoxide, Water Heater Bracing, etc. as well local required disclosures.
- No review, interpretations or explanations of the following with buyer:
  - Purchase Contracts
  - Disclosures
  - Reports
  - Inspections
- No confidentiality regarding any discussions with the Buyer.
- Discussion of terms ONLY for the benefit of Seller.