



## Agency Office Policies

**AGENCY RELATIONSHIPS** Indiana law (I.e. 25-34, 1-10-9.5) provides that your eXp Realty agent ("licensee") has an agency relationship with, and is representing, the individual with whom the licensee is working unless (1) there is a written agreement to the contrary, or (2) the licensee is merely assisting the individual as a customer without compensation. Where a written agreement disclaims an agency relationship, the licensee must perform at least the following duties on behalf of the individual: (a) Be available to receive and timely present offers and the counter offers for the purchase or lease of (i) property of the Seller or Landlord, or (ii) property the Buyer or Tenant seeks to purchase or lease, (b) assist in negotiating, completing real estate forms, communicating, and timely presenting offers, counter offers, notices, and various addenda relating to offers or counter offers until the purchase agreement is signed and all contingencies are satisfied or waived, and (c) timely respond to questions relating to offers, counter offers, notices, various addenda, and contingencies from the Seller, Landlord, Buyer, or Tenant pertaining to the property.

**LIMITED AGENCY REPRESENTATION** Each eXp Realty licensee serves as a limited agent on behalf of, and represents, both the Buyer/Tenants and Sellers/Landlords, in transactions where the Buyers/Tenants and Seller/Landlords are both represented by one or more eXp Realty licensees. When serving as a limited agent, your licensee represents parties whose interests are different or even adverse to your real estate own. The undersigned licensee shall not disclose the following information without the informed consent, in writing, of the parties to the transaction: (a) Any material or confidential information, except adverse material facts or risks actually known by the licensee concerning the physical condition of the property and acts required by statute, rule or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the property by the parties. (b) That a Buyer or Tenant will pay more than the offered purchase price or lease rate for the property. (c) That a Seller or Landlord will accept less than the listed sales price or lease rate for the property. (d) What motivates a party to buy, sell or lease the property, or (e) Other terms that would create a contractual advantage for one (1) party over another party. In a limited agency transaction, there will be no imputation of knowledge or information between any party and your limited agent or among licensees, and you do not have to consent to the limited agency. By signing below, you acknowledge that this limited agency disclosure has been read and understood, and that you consent to enter into the limited agency has been done voluntarily. A limited agent may disclose and provide to both Seller and Buyer property information, including listed and sold properties available through the MLS or other information sources.

**WHEN REPRESENTING BUYERS** Only when the Seller/Landlord is not represented by an eXp Realty licensee, your eXp Realty licensee will represent you as a Buyer/Tenant licensee. In this role, your licensee will promote your interests, unless (1) there is a written agreement to the contrary; or (2) as the licensee is merely assisting the individual as a customer. Licensees must deal honestly with a seller. Your licensee may show properties in which you are interested to other prospective Buyers/Tenants, show competing Buyers/Tenants the same property or others, and provide Sellers/Landlords services in the course of a real estate transaction that do not violate the terms of your agency relationship without breaching any duty or obligation to you.

**WHEN REPRESENTING SELLERS** Only when the Buyer/Tenant is not represented by an eXp Realty licensee, your eXp Realty licensee will represent you as a Seller/Landlord licensee. In this role, your licensee will promote your interests unless (1) there is a written agreement to the contrary; or (2) the licensee is merely assisting the individual as a customer. Your licensee may show alternative properties not owned by you to a prospective Buyer/Tenant, list competing properties for sale or lease, and provide a Buyer/Tenant services in the course of a real estate transaction that do not violate the terms of your agency relationship without breaching any duty or obligation to you. Your licensee owes no duty to conduct an independent inspection or to verify the accuracy of any statement, written or oral, made by a seller/landlord or inspector.

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Client Signature / Date

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