

**UNREPRESENTED SELLER DISCLOSURE AND FEE AGREEMENT**

This Agreement is entered into on (Date) \_\_\_\_\_, by and between  
\_\_\_\_\_  
Name) \_\_\_\_\_ "Owner(s)", and (Firm  
\_\_\_\_\_  
"Broker" (Associate) as

**RECITALS:**

A. Owner is the owner/seller of property commonly know as **15831 Guy James Road Justin, Texas 76247** (the "Property").

B. Owner is endeavoring to sell the Property without the assistance of a licensed real estate agent; however, Broker has a Buyer/Client, who would like to see the Property.

C. If Owner sells the Property to Broker's Buyer/Client, Owner agrees to pay Broker a fee of \_\_\_\_\_.

**D. THE AGENT SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT.**

Accordingly, the parties agree as follows:

1. FEE. If Owner enters into a contract to sell the Property to Broker's Buyer/Client at any time within \_\_\_\_\_ from the date of Owner's signing this Agreement, Owner shall pay the fee to the Broker at closing. HOWEVER, if, prior to the expiration of this Agreement, Owner enters into a valid listing agreement with another real estate firm, Owner shall NOT be obligated to pay such fee if the listing firm offers compensation to Broker through a multiple listing service or otherwise.
2. BUYER AGENCY. Owner acknowledges that Broker is the agent representing Buyer/Client with respect to the Property. As the agent of Buyer/Client, the Broker has the duty to act on behalf of the Buyer/Client, and will not be acting on behalf of Owner. This duty requires that all information regarding this transaction given to the Broker by Owner be disclosed to Buyer/Client. For example, if Owner discloses to Broker that Owner is compelled by outside circumstances to sell by a certain date, or that Owner is prepared to lower the price, the Broker would be required to disclose this information to Buyer/Client. Please keep this in mind when communicating with Broker. By signing this Agreement, Owner acknowledges that this Buyer/Client agency relationship has been previously orally disclosed to Owner when Broker first discussed an appointment to show Property to Buyer/Client.

Owner (s) \_\_\_\_\_ Date: \_\_\_\_\_

Broker Firm: \_\_\_\_\_ Date: \_\_\_\_\_