

Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:
 - (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
 - (b) The performance of the terms of the service provision agreement.
 - (c) Loyalty to the interest of the client.
 - (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
 - (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. **A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.**
 - (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
 - (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.

(2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following *services* to his or her client:

- (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
- (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
- (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
- (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
- (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status of the licensee named below is:

- ☒ Seller's agent
- ☐ Seller's agent - limited service agreement
- ☐ Buyer's agent
- ☐ Buyer's agent - limited service agreement
- ☐ Dual agent
- ☐ Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- ☒ Check here if acting as a designated agent. Only the licensee's broker and a named supervisor broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- ☐ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

 Licensee
Lucas Gestwicki

 Date

 Licensee

 Date

ACKNOWLEDGMENT

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information. THIS IS NOT A CONTRACT.

The undersigned ☐ DOES ☒ DOES NOT have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as ☐ SELLER ☐ BUYER.

 Potential ☐ Buyer ☒ Seller (check one)
The City of Gladstone

 Date

 Potential ☐ Buyer ☐ Seller (check one)

 Date

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**Michigan Realtors®
Exclusive Listing Contract
(Designated Agency)**



Contract Date: _____ through Expiration on _____ at 11:59 PM
 Listing Broker Office: Key Realty Delta County LLC ("Brokerage Firm")
 Address of Firm: 928 North Lincoln Rd, Escanaba, Mi 49829
 Designated Agent(s): Lucas Gestwicki, Jamie Beaver ("Designated Agent")
 Designated Agent's Email Address: lucas@keyrealtyup.com
 Designated Agent's Phone # (906)280-0570
 Supervisory Broker(s): Jamie Beaver ("Supervisory Broker")
 Seller(s): The City of Gladstone ("Seller")
 Seller's Home Address(es): 1100 Delta Ave, Gladstone, Mi 49837
 Seller's Email Address(es): rspreitzer@gladstonemi.gov
 Seller's Phone Number(s): (906)428-2311

1. **AGREEMENT:** In consideration of the agreement of Brokerage Firm to market Seller's property (the "Property") and to use its best efforts to find a buyer, Seller gives Brokerage Firm the exclusive right to offer for sale and to sell the Property for the listing period stated above. In consideration for exclusive sale rights, Brokerage Firm agrees to use reasonable efforts to sell the Property, to present the Property to other REALTOR® companies through a multiple listing service and to engage in marketing efforts to expose the Property. **Brokerage Firm and Seller hereby designate the agent(s) listed above as Seller's Designated Agent. Seller shall have an agency relationship with ONLY Brokerage Firm, Designated Agent and Supervisory Broker named above.**

2. **PROPERTY:** The property is located in the _____ Village, ☒ Township, City of Escanaba,
 County of Delta, Michigan,
 Street Address: TBD N.3 Ln
 Legal Description: SEC 11 T40N R23W

Property Tax ID #: 007-111-019-00 & 007-111-021-00

The property includes all buildings; all gas, oil, and mineral rights owned by Seller; all fixtures and improvements (unless rented) including but not limited to the following: built-in appliances, lighting fixtures, plumbing fixtures, water softener, heating fixtures, electrical fixtures, permanently attached generators, fuel tanks, antennas/satellite dishes and accessories, wired smart home devices, remote controls for built-in devices, attached TV mounting brackets, attached mirrors, attached shelving, window shades and blinds, awnings, shutters, curtain and drapery rods, ceiling fans, attached floor coverings,

- _____ B. Offer a portion of the listing broker's commission to the brokerage firm producing the buyer while acting as a buyer's agent. Said offer of compensation shall be _____ **3.000** _____ % of the sale price or \$ _____.
- _____ C. Offer a portion of the listing broker's commission to the brokerage firm producing the buyer while acting as a transaction coordinator or working with the buyer in another non-agency capacity. Said offer of compensation shall be _____ % of the sale price or \$ _____.
- _____ D. Not offer any portion of the listing broker's commission to the brokerage firm producing the buyer.
7. **SELLER CONCESSIONS:** In addition to the compensation offered by Brokerage Firm pursuant to paragraph 6 above, if any, Seller **X** does _____ does not authorize Brokerage Firm to advise potential buyers and their agents that Seller may be willing to consider Seller concessions. This invitation is contingent upon all other terms of the offer being acceptable to Seller in their sole discretion. This invitation shall **X** shall not be disclosed in the MLS.
8. **PARTICIPATION IN MULTIPLE LISTING SERVICE:** Seller authorizes Brokerage Firm to submit this listing to any multiple listing service or any other medium selected by Brokerage Firm and provide any such multiple listing service with a copy of this agreement, any changes to this agreement and any post-closing information, including sales price information.
9. **TITLE:** Seller represents the title to the Property to be good and marketable title and Seller will execute and deliver a Warranty Deed, Land Contract, or other instruments of assignment or conveyance as shall be required. By agreement on a subsequent purchase agreement, Seller will provide at Seller's cost an owner's title insurance policy in the amount of the purchase price.
10. **DEFAULT:** If a sale is not consummated because of Seller's refusal to perform, then the total agreed upon compensation shall be due and payable upon such refusal. If a sale is not consummated because of the buyer's failure to perform and the deposit made is forfeited, Seller agrees that said deposit shall be applied first to reimburse Brokerage Firm for all expenses incurred by Brokerage Firm on Seller's behalf and that _____ % of the remainder of such deposit (but not in excess of the amount of the total agreed upon compensation) shall be retained by Brokerage Firm in full payment for services rendered in this transaction.
11. **MARKETING:** Brokerage Firm may photograph the Property and publish pictures, advertise the availability of the Property through any medium, place a "for sale" sign on the Property and remove other "for sale" signs and show the Property at reasonable hours. Seller acknowledges that the use of certain advertising will result in the contents of the Property being made known to third parties and consents to such advertising. Seller acknowledges that Brokerage Firm has limited control over third-party marketing of the Property.

12. **LOCKBOX ACCESS:** Seller authorizes a lockbox to be placed on the Property in order to permit showings of the Property by other real estate licensees and to enable service providers to perform services in conjunction with a proposed sale of the property.
13. **RELEASE:** Brokerage Firm is not responsible for the security of the Property. Seller releases and holds harmless Brokerage Firm and its agents and cooperating agents from any and all liability as a result of damage to the Property or damage to or loss of any personal property located within the Property occurring during any showing.
14. **INQUIRIES:** Seller agrees to refer to Brokerage Firm all inquiries received concerning the Property during the period of this agreement.
15. **ADDITIONAL OFFERS:** Once Seller and a buyer enter into a binding sales contract, Brokerage Firm shall not present to Seller any other offers unless Seller and Brokerage Firm otherwise agree in writing.
16. **PROFESSIONAL ADVICE:** Seller acknowledges and understands that Brokerage Firm, its agents, employees, and representatives are not acting as appraisers, builders, accountants, engineers, environmentalists, inspectors, surveyors, tax advisors, or attorneys in the context of this agreement or any future purchase agreement. Seller has been specifically advised to seek professional input or advice in these areas from those professionals as may be advisable and prudent.
17. **FIRPTA:** At closing, Seller shall provide an affidavit of nonforeign status and otherwise comply with the withholding provisions imposed by Section 1445 of the Internal Revenue Code of 1986, as amended.
18. **POSSESSION:** Possession to be given _____ after close of the sale, subject to rights of present tenants, if any. An occupancy charge, if any, will be agreed upon by Seller and the buyer.
19. **HEIRS:** This agreement shall be binding on the heirs, personal representatives, administrators, executors, assigns and successors of Seller.
20. **NON-DISCRIMINATION:** It is agreed by Brokerage Firm and Seller, parties to this agreement, that as required by law, discrimination because of religion, race, color, national origin, age, sex, disability, familial status, marital status, sexual orientation, or gender identity or expression by said parties in respect to the sale or lease of the Property is PROHIBITED.
21. **LETTERS OF INTRODUCTION:** In the event a buyer submits an offer to purchase along with an introductory letter describing the Buyer and/or Buyer's reasons for submitting an offer on the Property, REALTOR® will ☒ will not forward such letter to Seller. Seller acknowledges that the consideration of the information contained in such a letter in evaluating the offer to purchase may violate federal and/or state fair housing laws.

22. **SHOWING PROPERTY/CONFLICT OF INTEREST:** Seller understands and agrees that as part of marketing the Property, Designated Agent will show potential buyers properties other than Seller's Property and provide such buyers with information on the selling prices in the area. Seller also understands and agrees that Designated Agent can show Seller's Property to, and obtain offers from, all prospective buyers, including buyers with whom Brokerage Firm has an agency relationship. If a potential buyer is represented by a designated agent within Brokerage Firm other than Designated Agent, Brokerage Firm and Supervisory Broker shall automatically be deemed disclosed consensual dual agents. If a particular buyer is represented by Designated Agent, Designated Agent shall notify both Seller and the buyer and (check one):

Designated Agent shall terminate its agency relationship with the buyer as it relates to the Property only; or

- ☒ Designated Agent shall act as a consensual disclosed dual agent of both Seller and the buyer; or
Designated Agent shall act as a transaction coordinator to facilitate the transaction and not as an agent for either Seller or the buyer.

In all cases, Brokerage Firm shall be entitled to the total compensation provided herein. **Designated Agent will preserve any confidential information obtained during another agency relationship or in a prior or pending transaction or business relationship. Seller acknowledges and agrees that the preservation of this confidential information shall not constitute a breach of any fiduciary duty owed by Designated Agent to Seller.**

23. **INDEMNIFICATION:** Seller shall indemnify and hold harmless Brokerage Firm and Brokerage Firm's agents and cooperating brokers and agents from any and all liability for any reason as a result of injury to person(s) or damage or loss to property arising out of the showing of the Property, including but not limited to, reasonable attorneys' fees and costs.
24. **REPRESENTATIONS:** Seller hereby acknowledges that Brokerage Firm is relying upon the representations, whether oral or written, made by Seller with respect to the Property. Seller warrants to Brokerage Firm that any representations Seller has made or shall hereafter make are true and Designated Agent is authorized to make such representations to prospective buyers.

25. **UNPLATTED LANDS:** If this is an unplatted parcel, Seller agrees to grant to the buyer the right to make All division(s) under the Land Division Act. (Insert "all," "zero" or a specific number, as appropriate.)

If this parcel is a new division (check one):

Seller represents that this division has been approved by the local municipality; or

- ☒ Municipal approval of the division is required.

26. **SELLER DISCLOSURE:** Seller agrees to provide the buyer a "Seller's Disclosure Statement" prior to accepting a Buy and Sell Agreement from the buyer, unless the transaction is exempt under Michigan law. Seller agrees to indemnify and hold harmless Brokerage Firm and its agents and cooperating agents, from any liability arising as a result of Seller's failure to comply with Seller's disclosure obligations at law, including, but not limited to, reasonable attorneys' fees and costs.

27. **HOME SURVEILLANCE:** Seller understands that use of an audio surveillance device during showings, open houses or inspections of the Property may result in a violation of state and/or federal criminal wiretapping statutes.
28. **LIMITATION:** Seller and Brokerage Firm agree that any and all claims or lawsuits between the parties relating to this agreement must be filed no more than six (6) months after the date of termination of this agreement. The parties waive any statute of limitations to the contrary.
29. **ELECTRONIC COMMUNICATIONS:** The parties agree that this agreement, any amendment or modification of this agreement and/or any written notice or communication in connection with this agreement may be delivered by electronic mail via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
30. **MERGER:** This agreement constitutes the entire agreement between the parties, and any prior agreements, whether oral or written, have been merged and integrated into this agreement.
31. **SIGNATORIES/COUNTERPARTS:** The undersigned Seller represents that all parties in title are a signatory on this agreement. This agreement may be signed in any number of counterparts.
32. **OTHER:** _____

33. **CANCELLATION:** This agreement can be CANCELLED or REVOKED only by mutual consent in writing.
34. **RECEIPT:** Seller has read this agreement and acknowledges receipt of a completed copy of this agreement.

Accepted by:

Key Realty Delta County LLC
 (Brokerage Firm)

 (Seller) **The City of Gladstone**

 (Designated Agent)
Lucas Gestwicki

 (Seller)

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