

# EXP REALTY DISCLOSURE AND ACKNOWLEDGMENT OF NON-REPRESENTATION



**EXP REALTY CLIENT(S):** \_\_\_\_\_ is/are  
*(select only one):*  Seller(s) of the Property;  Buyer(s) of the Property.

**YOU:** \_\_\_\_\_ is/are  
*(select only one):*  Seller(s) of the Property;  Buyer(s) of the Property.

**PROPERTY:** \_\_\_\_\_

**Notice: Do not disclose any information to eXp Realty that you would not want disclosed to eXp Realty Client(s).**

1. **DISCLOSURE OF NON-REPRESENTATION.** eXp Realty represents only eXp Realty Client(s) concerning their sale or purchase of the Property, as applicable. eXp Realty does not represent you concerning your sale or purchase of the Property, as applicable. eXp Realty owes the following duties to all parties in a transaction, clients and non-clients alike: Honesty, Disclosure, and Accounting.
2. **WAIVER.** You represent and warrant to eXp Realty that you are either, (a) unrepresented by a real estate brokerage company, or (b) that you are represented by a real estate brokerage company, and that you have instructed that real estate brokerage company, in writing, (i) not to be present to negotiate any offers pertaining to the Property, and (ii) that all offers pertaining to the Property are to be presented and negotiated by and between yourself and eXp Realty, without the involvement of your real estate brokerage company. You waive any requirement that all negotiations concerning the Property be conducted exclusively through your real estate brokerage company, if any, and eXp Realty.
3. **TRANSACTION DOCUMENTS.** eXp Realty will use information you provide to fill-out and complete transaction-related documents concerning the Property (such as, for example only, a Purchase and Sale Agreement, and related documents) for the benefit of eXp Realty Client(s). This act by eXp Realty will not cause eXp Realty to become your representative. You are responsible for ensuring your own understanding and compliance with any transaction-related documents.
4. **USE YOUR OWN PROFESSIONALS.** You should seek advice from your own legal, tax, insurance, investment, real estate, and other professionals in connection with your sale or purchase of the Property, as applicable.
5. **ELECTRONIC SIGNATURES.** This disclosure may be signed by electronic means, and any electronic signing of this disclosure shall have the same force and effect as if signed by original signature. This disclosure may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

BY SIGNING BELOW, you acknowledge that you have sought, or have had the opportunity to seek, independent legal counsel in connection with this Disclosure and Acknowledgment of Non-Representation, and that you fully understand and agree to the contents of this Disclosure and Acknowledgment of Non-Representation.

**Consumer 1:** \_\_\_\_\_  
 \_\_\_\_\_ (Signature) \_\_\_\_\_ (Typed/Print Name) \_\_\_\_\_ (Date)  
 \_\_\_\_\_ (Telephone) \_\_\_\_\_ (E-mail)

**Consumer 2:** \_\_\_\_\_  
 \_\_\_\_\_ (Signature) \_\_\_\_\_ (Typed/Print Name) \_\_\_\_\_ (Date)  
 \_\_\_\_\_ (Telephone) \_\_\_\_\_ (E-mail)

**Broker:** \_\_\_\_\_  
 \_\_\_\_\_ (Firm Name) \_\_\_\_\_ (Broker/Agent's Signature) \_\_\_\_\_ (Broker/Agent's Typed/Printed Name) \_\_\_\_\_ (Date)  
 \_\_\_\_\_ (Broker/Agent's Telephone) \_\_\_\_\_ (Broker/Agent's E-mail) \_\_\_\_\_ (Broker License No.) \_\_\_\_\_ (Agent's License No.)

**(Colorado Only)** This form has not been approved by the Colorado Real Estate Commission and is not for use in Colorado.

**(Wisconsin Only)** This form has been drafted by Broker.