



BUYER'S REAL ESTATE AGENCY DISCLOSURE AND ELECTION



1 BUYER(S) Print Name, _____ (collectively, "Buyer").

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3 DISCLOSURE: Long Realty Company and its Agents (collectively "Broker") wants Buyer to understand that an AGENCY
4 RELATIONSHIP can exist between Broker and Buyer only and that Broker can also legally represent both the Seller and the Buyer.
5 Buyer is urged to read the following carefully to ensure and confirm Buyer's understanding of and agreement to Broker's role when
6 working with Buyer.

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8 CONDUCT OF BROKERS: Regardless of whom they represent, real estate licensees have the obligation to: (i) treat all parties to a
9 transaction fairly; (ii) disclose, in writing, all facts known to the licensee that may materially and adversely affect the consideration to be
10 paid for the Premises; (iii) disclose that Seller or Buyer may be unable to perform; and (iv) disclose any information concerning any
11 material non-obvious (latent) defect existing in the Premises. REALTORS® are further obligated by their Code of Ethics to treat all
12 parties honestly.

13
14 IF REPRESENTING THE BUYER ONLY: A Broker, other than a listing Broker, can agree with a Buyer to act as the Broker for the
15 Buyer only in a real estate transaction. In these situations, Broker is not representing the interests of the Seller, even if the Buyer's
16 Broker is receiving compensation for services rendered, either in full or in part, from the Seller or through the Seller's Broker. When
17 representing the Buyer only, a Buyer's Broker has the following obligations:

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19 To The Buyer: The fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting ("Fiduciary Duties") as
20 well as other duties imposed by the Arizona Department of Real Estate.

21
22 To The Buyer and The Seller: The diligent exercise of reasonable skill and care in the performance of the Broker's duties; a
23 duty to disclose all facts known to the Broker which materially and adversely affect the consideration to be paid for the
24 property; and a duty of honest and fair dealing.

25
26 DUAL (limited) REPRESENTATION: A dual agency (or limited agency) may occur when a Selling Broker also represents a Listed
27 Property. In this situation, the same real estate company may be representing the Buyer's interest and the Seller's interest. A dual
28 agency may occur in this or in other ways. Brokers and their Agents can legally represent both the Buyer and the Seller with the
29 knowledge and written consent of both the Buyer and the Seller. A Dual Agent has the duties of loyalty, obedience, disclosure,
30 confidentiality and accounting to both the Buyer and the Seller. Buyer recognizes that in a dual agency situation, the duties normally
31 owed the Buyer by the Selling Broker and his/her Agents may be limited in that confidential information pertaining to the Seller may not
32 be disclosed to the Buyer (and likewise, confidential information concerning the Buyer may not be disclosed to the Seller). Buyer
33 agrees that the Selling Broker and his/her Agents shall not be liable for failing or refusing to disclose confidential information. The Dual
34 Agent may receive compensation from the Buyer and/or from the Listing Broker with the written consent of all parties.

35
36 CONSENT TO DUAL AGENCY: Buyer Does Does Not authorize Broker to be a Dual Agent: _____ / _____
37 Buyer Initials Required: Buyer/Buyer

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39 PAYMENT OF COMPENSATION: Regardless of who Broker represents in a transaction, Buyer understands and agrees that in
40 addition to any compensation paid to Broker by the Seller, or which Broker may negotiate with Buyer in a separate Buyer Broker
41 Agreement, Buyer agrees to compensate Broker the amount of \$ _____ at the close of escrow for services rendered.

42
43 NON DISCLOSURE: Per ARS § 32-2156, Sellers, lessors, and Brokers are not obligated to disclose that a property is or has been: (a)
44 the site of a natural death, suicide, homicide, or any crime classified as a felony; (b) owned or occupied by a person exposed to HIV, or
45 diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (c) located
46 in the vicinity of a sex offender.

47
48 DISPUTE RESOLUTION AGREEMENT: Buyer and Broker agree to mediate any dispute or claim arising out of or relating to Broker's
49 representation of Buyer in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs
50 shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved issues shall be
51 submitted for arbitration pursuant to the Uniform Rules of Procedure for Arbitration for the Arizona Superior Court except that the
52 award shall be final and binding and not subject to appeal. Either party may initiate arbitration by giving notice of the dispute stating
53 with particularity that party's position. The parties shall cooperate in the expeditious appointment of an arbitrator. If the parties are
54 unable to agree upon an arbitrator, either party may apply to the Pima County Superior Court for the appointment of an arbitrator.
55 Both parties are giving up the right to litigate such claims or disputes in court or jury trial. Further, neither party will be entitled to join or
56 consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member
57 of a class, to act in any arbitration in the interest of the general public or in any private attorney general capacity.

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59 BUYER'S SIGNATURE _____ DATE _____

60
61 BUYER'S SIGNATURE _____ DATE _____

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63 Broker may contact Buyer at _____ (phone) and/or _____ (e-mail).

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65
66 AGENT SIGNATURE _____ Branch Office: _____

March 2016

Affiliated Business Arrangement Disclosure Statement



To: _____ Property: _____

From: _____ Date: _____

This is to give you notice that Roy H. Long Realty Company, Inc. doing business as Long Realty Company ("Long Realty Company"), HomeServices Lending, LLC doing business as Long Mortgage Company ("Long Mortgage Company"), Long Title Agency, LLC and HomeServices Insurance, Inc. ("HSI") doing business as Long Insurance Group ("Long Insurance Group") are part of a family of companies (the "Affiliated Companies"), and each may refer to you the services of another. Long Realty Company, Long Mortgage Company and Long Insurance Group are each wholly owned by HomeServices of America, Inc., either directly or through one or more subsidiaries. Long Title Agency, LLC is owned 55% by Long Realty Company and 45% by Title Security Agency of Arizona doing business as Title Security Agency, LLC. Because of these relationships, the referral of a customer (including you) by any of the Affiliated Companies to another may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

In addition, while Long Realty Company is not affiliated with either American Home Shield Corporation ("AHS") or 2-10 Home Buyers Resale Warranty Corporation ("2-10 Home Buyers"), it does have contractual relationships with these providers pursuant to which Long Realty Company advertises and promotes AHS and 2-10 Home Buyers for a fixed service fee.

Set forth below is the estimated charge or range of charges for each of the services listed. You are NOT required to use any of these service providers as a condition of the sale of the subject property or to obtain access to any settlement service.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<u>Service Provider</u>	<u>Service Provided</u>	<u>Charge or Range of Charges</u>
Long Realty Company	Broker's Commission	\$199 - \$699 plus 7% - 10% of the sales price
HomeServices Relocation, LLC	Relocation Services	Fees paid by real estate broker
Long Mortgage Company	Loan Origination	\$545 - \$1,390
	Discount Points	0.0% - 4.0% of loan amount (optional)
	Appraisal	\$250 - \$975 (fees may significantly exceed this range due to complexity of appraisal and/or property)
	Credit Report	\$9.75 - \$114.50
	Tax Service Fee	\$65 - \$110
	Flood Certification Fee	\$10 - \$30
Long Title Agency, LLC	Lender's Policy	\$1.93 - \$18.00 per \$1,000 of coverage, based on type and total amount (minimum \$592)
	Owner's Policy	\$1.61 - \$15.00 per \$1,000 of coverage, based on type and total amount (minimum \$493)
Title Security Agency, LLC	Escrow Fee	\$450 - \$1,420, depending on sales price
	Settlement Fee	\$175 per new loan
	Recording Service Fee	\$5.00 per document (does not include County Recorder fees)
	Closing Protection Letter Fee	\$5.00 - \$25.00
	Processing Fee	\$200
Long Insurance Group*	Homeowner's Insurance	\$300 - \$1,500 annual premium, depending on product and associated risk assessments (e.g., age of home, past claims of the insured, etc.)
American Home Shield Corporation/ 2-10 Home Buyers Warranty	Home Warranty	\$350 - \$1,230 depending on property and optional coverage

ACKNOWLEDGEMENT: I/we have read this disclosure form, and understand that the Affiliated Companies may refer me/us to purchase the above-described settlement service(s) from one another and that any such referrals may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

Signature _____ (Date) _____ Signature _____ (Date) _____

*In rare cases, your insurance policy may instead be issued by another of HSI's affiliated companies or under one of its trade names. HSI's affiliates include several joint ventures in which HSI has a 50% ownership interest: CBSHOME Insurance, LLC, Connecticut Insurance Services, L.L.C., HomeServices Insurance Agency, LLC, H N Insurance Services, LLC, HomeServices of Kentucky, LLC, HomeServices of Nebraska Insurance, LLC, Huff Realty Insurance, LLC, and Reece & Nichols, Insurance, LLC. HSI's trade names include: Champion Realty Insurance, Fort Dearborn Insurance Agency, HomeServices Insurance Agency, Inc., HomeServices Insurance Georgia, InsuranceSouth™ and Long Insurance Group.