

CONFIDENTIAL DISCLOSURE AGREEMENT

DISCLOSURE REGARDING AGENCY RELATIONSHIP(S) (As required by Oregon Revised Statutes Chapter 596)

An agency relationship arises whenever two persons agree that one is to act on behalf of the other and in accordance with the other's directions. The creation of an agency relationship imposes certain legal duties on the agent. Before a seller or buyer enters into a discussion with a real estate licensee regarding a real property transaction, the seller and the buyer should each understand what type of agency relationship or representation the buyer and seller have with each agent in the transaction. **SELLER'S AGENT:** An agent who acts under a listing agreement with the seller, acts as the agent for the seller only. A seller's agent has affirmative obligations (under 1993 Oregon laws Ch. 570 Sec. 3); 1. To the seller: The fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and accounting with the seller. 2. To the buyer and to the seller: Honest dealing and disclosure.

BUYER'S AGENT: A licensee, other than the seller's agent, can agree with the buyer to act as the agent for the buyer only. In this situation, the buyer's agent is not representing the seller, even if the buyer's agent is receiving compensation for services rendered, either in full or in part, from the seller, or through the seller's agent. A buyer's agent has affirmative obligations (under Oregon laws Ch. 570 Sec. 4): 1. To the buyer: The fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and accounting in dealings with the buyer. 2. To the buyer and seller: Honest dealing and disclosure. **IN-COMPANY SALES:** 1. A licensee, acting either alone or through one or more licensees within the same real estate organization, may give limited representation to both the seller and the buyer in a real estate transaction. 2. In an in-company agreement, the agent acting as an in-company agent has the following affirmative obligations to both the seller and the buyer: a. Loyalty, obedience, confidentiality, reasonable care and diligence and accounting in dealings with both the seller and the buyer. **HOWEVER, IN REPRESENTING BOTH THE SELLER AND THE BUYER, THE LICENSEE SHALL NOT, WITHOUT THE EXPRESS, WRITTEN PERMISSION OF THE RESPECTIVE PERSON, DISCLOSE TO THE OTHER PERSON:** (1) That the seller will accept a price lower than, or terms less favorable than, the listing price or terms; or, (2) That the buyer will pay a price higher than, or terms more favorable than, the offering price and terms; or, (3) Other than price or terms, confidential information specifically designated as such, in writing, by the buyer or seller or as set out on the reverse side of this disclosure form or attached to it. b. Reasonable care and diligence. c. Honest dealing.

SELLERS AND BUYERS: None of the foregoing duties of the agent in a real estate transaction relieves a seller or buyer from the responsibility to protect the seller's or buyers own interest respectively. The seller and the buyer should carefully read all agreements to assure that the agreements adequately express the seller's or the buyer's understanding of the transaction.

THE ACTS OF THE AGENTS MAY CAUSE LEGAL LIABILITY TO THE PRINCIPALS. A REAL ESTATE LICENSEE IS QUALIFIED TO ADVISE ON REAL ESTATE; IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.

CONFIDENTIAL DISCLOSURE AGREEMENT: Name of Business: _____ to be disclosed _____

This will acknowledge that I, will receive/have received from **Marlin Group** certain pertinent and confidential information relating to the following business and/or property, I agree as follows: 1. The information shall be held in strict confidence. 2. I will not divulge any of the information to anyone except my personal advisors, and then only on a confidential basis, and I will not disclose or make known to others that the business and/or property is for sale. 3. I will disclose the names of my affiliates and/or assigns to Marlin Group, Inc. prior to divulging the received information to them. 4. The written and oral information made available to me shall be used for the sole and exclusive purpose of evaluating the property and/or business for the purpose of purchase, lease, or exchange. 5. Information given to me shall not be copied, reproduced, or used for any personal or business purpose except as agreed in #3 above, and shall be returned upon request. 6. I agree that under no conditions are competitors, owners, lenders, suppliers, employees, customers or any other affiliates of said company to be contacted prior to an initial meeting with and written authorization from the seller or **Marlin Group**.

The undersigned hereby acknowledges and agrees that all of the information being presented by **Marlin Group** has been supplied by the business owner or obtained from sources deemed reliable. **Marlin Group** has no reason to doubt its accuracy, but we do not warrant nor guarantee the contents. The undersigned hereby agrees to assume the personal responsibility for full verification of all information and figures supplied prior to making an offer or consummating a purchase of the above business or property. **The undersigned purchaser acknowledges that in any transaction involving the disclosed business or property, unless otherwise disclosed in writing, the Marlin Group and its associates represent the seller exclusively.**

Acknowledged and agreed to this _____ day of _____, 20____.

Signature _____ Print Name _____ Address _____ Phone _____

Email Address

Marlin Group Associate

Reference Website Listing # MG