

- ❖ Obtaining a Property Condition Disclosure Form and Title X Lead-Based Paint Disclosure where required of the seller;
- ❖ Explaining required state and federal forms;
- ❖ Explaining representation options;
- ❖ Providing you with a choice of professionals, such as attorneys or surveyors, when appropriate; and
- ❖ Providing you with sources for the information that you wish to obtain.

Not all real estate licensees are Realtors®. Membership in the National, State, and Local Associations of Realtors® means that the Realtor® has subscribed to a strict Code of Ethics which is generally more strict than State real estate licensing regulations. Complaints concerning Realtors® who have violated the Code of Ethics may be filed with the local Board of which the Realtor® is a member.

THERE ARE DIFFERENT WAYS IN WHICH YOU CAN WORK WITH A REALTOR®

There are several different ways that you, as a buyer, can work with a Realtor®. When a Realtor® represents you, the Realtor® must keep information about your assets, liabilities, expenses, income, negotiating position, and motivations to buy confidential. The Realtor® representing you will also provide you with the Realtor®'s advice, opinion and experience. You select the type of representation, but keep in mind that there are different advantages to each option. You should ask the Realtor® to explain these different advantages so you may make an educated decision as to which option will work best for you.

Connecticut law requires that the Realtor® furnish you with a written agreement setting forth all the terms and conditions of the representation between you and the Realtor®. The Realtor® must furnish you with this agreement prior to physically showing you a property that is not listed with the Realtor®'s firm.

You may also be unrepresented should you wish to do so, however, you then are not entitled to the Realtor®'s confidentiality, loyalty, opinions or advice. Generally, you will not be represented if you are shown property listed with the Realtor®'s firm.

There are three basic types of representation agreements:

(a) Exclusive Right to Represent

With this representation, you are giving the real estate firm the exclusive right to represent you. There is no need for you to look at properties on your own and it may be to your disadvantage to do so, as the agent must make a diligent effort to find you a property. A Realtor® exclusively representing a buyer must make a diligent effort to find a property for that buyer.

(b) Open Right to Represent

Under this type of agreement, you are free to look at properties with other Realtors® and directly with sellers. You are not committed to use that particular real estate firm, and that particular firm is not committed to you as a buyer. However, keep in mind that a Realtor® under this type of agreement may have a legal obligation to bring new listings and other properties to the attention of those buyers they represent exclusively before they bring such information to buyers under an open agreement.

(c) **Exclusive Agency Right to Represent**

This type of agreement is a hybrid of the two mentioned above. Under this form of agreement, you are free to look at properties offered directly for sale by owners, but you agree to work only with the real estate firm to which you have given the exclusive agency buyer representation agreement if a property is listed with another real estate firm.

No matter what type of agreement you sign you should inquire as to commission arrangements. Often, the property is either listed for sale by the firm or is listed for sale by another real estate firm. In such cases, either the seller or the listing broker has agreed to pay cooperating buyer agents. There are circumstances, however, where property is not listed or is being offered for sale by its owner and no one has agreed to pay cooperating buyer agents. Under those circumstances, the buyer agent may ask you to agree to pay the buyer agent's compensation. After all, no one should expect anyone to work for free. Even if you agree to pay the compensation to your agent, you may negotiate for partial or full reimbursement of the compensation from the seller.

On occasion, your real estate firm may have a property listed that you are interested in buying. If this situation should occur, your real estate firm would become a dual agent, as it would represent both the seller and the buyer, and you will then be given a dual agency consent agreement for your review and signature. This dual agency consent agreement lays out the "Rules of the road" of the dual agency relationship. Furthermore, the firm may offer you, the buyer, the option of having another agent from the firm negotiate for you. An agent **designated** on your behalf will be able to advise you on

all aspects of the transaction, including providing you with price information and advice as to the amount of offers, list price, etc. Not all firms offer designated agency.

INVESTIGATING THE PROPERTY

Investigating the property is probably the most important step in buying a property, and, perhaps, one of the simplest to neglect. Most buyers on a mission to find that perfect home have a mental checklist of what's truly important to them, and, while buyers may inherently know what they want, a Realtor® will not know unless told. Asking a Realtor® to find a "good" house in a "nice" neighborhood sounds elementary and obvious, but, a Realtor®'s mental template for "good" and "nice" may be very different from the buyers'.

In the home-buying process, both the Realtor® and the buyers have responsibilities. It is the Realtor®'s role to search through listings and find properties to show the buyers. Once the buyers have zeroed in on a property, the Realtor® may supply them with specific information concerning the property obtained from the seller or public agencies. (It is important to note that as this information may be gathered from various agencies and departments that use the information for their own purposes, the information may or may not be up-to-date or accurate.) While the Realtor® is performing his or her job, the buyers should also be engaged in the process. They should be looking for those conditions or aspects of that house or that neighborhood that could make or break a deal for them. So, despite the fact that the buyers may have a lawyer, a lender, a Realtor® and a cadre of home inspectors on their home-buying team, buyers must assume some of the responsibility for the fact gathering. For instance, if the zoning of the property is important so that a home business is permitted, speak with that town's zoning authority. If adding onto the property is in the future plan and the location of the