

**OKLAHOMA REAL ESTATE COMMISSION
TRANSACTION BROKER DISCLOSURE
WITH OR WITHOUT A WRITTEN BROKERAGE AGREEMENT**

1. **This Transaction Broker Disclosure** is part of and attached to the following, i.e., Buyer Brokerage Agreement, Listing Brokerage Agreement, etc. _____

(Type of Agreement attached)

Check here if no agreement attached, i.e., providing Transaction Broker services without a written agreement.

2. **Description of Transaction Broker Services.** A Broker providing services as a Transaction Broker shall:

- (a) perform the terms of the Agreement to which this Addendum is attached;
- (b) treat all parties to the transaction with honesty and exercise reasonable skill and care;
- (c) be available to (i) receive all written offer and counteroffers; (ii) reduce all offers or counteroffers to a written form upon request of any party to a transaction; and (iii) present timely such written offers and counteroffers;
- (d) when an offer is made the Broker shall inform in writing the party for whom the Broker is providing services that such party will be expected to pay certain closing costs, brokerage service costs and the approximate amount of those costs;
- (e) timely account for all money and property received by the Broker;
- (f) keep confidential information received from a party confidential as set forth in paragraph 3 below;
- (g) disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- (h) inform the party for whom the Broker is providing services that the party will not be vicariously liable for the acts or omission of the Broker; and
- (i) comply with all requirements of the Oklahoma Real Estate License Code and all applicable statutes and rules.

3. **Confidential information that can not be disclosed by Broker.** The following information is considered confidential, and Broker will not disclose: (a) that a party is willing to pay more or accept less than what is being offered; (b) that a party is willing to agree to financing terms that are different from those offered; and (c) the motivating factors of a party purchasing, selling, leasing, optioning or exchanging the Property. Confidential information may be disclosed if consent is granted by the party disclosing the information, the disclosure is required by law; or the information is made public or becomes public as the result of actions from a source other than the Broker.

4. **Transaction Broker authorized to accept delivery of acceptance of the Contract.** The party and the Broker agree that the Transaction Broker shall accept delivery of acceptance of the contract and related documents.

5. **Broker Limited Service Requirement.** The Oklahoma Broker Relationships Act provides, "If a transaction broker intends to perform fewer services than those required to complete a transaction, then written disclosure shall be provided to the party for whom the broker is providing services. Such disclosure shall include a description of those steps in the transaction for which the broker will not perform services, and also state that a broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner."

I understand and have read the aforementioned Transaction Broker disclosure and accept this on the _____

day of _____, 20_____.

(Print Name)

(Signature)

(Print Name)

(Signature)

Executed by Broker this _____ day of _____, 20_____.

Broker (Company)

Broker or Associate (Signature)