

CONSENT AMENDMENT AND IN-COMPANY TRANSACTION DISCLOSURE



This Amendment describes significant changes in the obligations of your Broker.

- 1 **1. AMENDMENT TO AGENCY CONTRACT.** This In-Company Transaction Amendment is part of an
    - 2  Exclusive Right-to-Buy Contract dated n/a - non-applicable, or a
    - 3  Exclusive Right-to-Sell Listing Contract dated n/a - non-applicable, between the Broker
    - 4 named below and its salespersons ("Broker") and the undersigned Buyer or Seller.
    - 5 **The parties hereby acknowledge and agree that the consideration described in this Amendment will control in the event of**
    - 6 **any conflict with the contract to which it is attached. This amendment serves as good and valuable consideration for this**
    - 7 **consent amendment and hereby acknowledge the receipt and sufficiency of the same.**
    - 8
  - 9 **2. DUTIES OWED BY AN AGENT BUT NOT OWED BY AN INTERMEDIARY. WHEN ACTING AS THE AGENT FOR ONE**
    - 10 **PARTY (EITHER BUYER OR SELLER), BROKER HAS FIDUCIARY DUTIES OF UTMOST GOOD FAITH, LOYALTY,**
    - 11 **AND FIDELITY TO THAT ONE PARTY. A BROKER ENGAGED AS AN INTERMEDIARY DOES NOT REPRESENT THE**
    - 12 **BUYER OR THE SELLER AND WILL NOT OWE EITHER PARTY THOSE FIDUCIARY DUTIES. HOWEVER, THE**
    - 13 **INTERMEDIARY MUST EXERCISE REASONABLE SKILL AND CARE AS AN INTERMEDIARY AND MUST COMPLY**
    - 14 **WITH WYOMING LAW. AS DESCRIBED IN THE "REAL ESTATE BROKERAGE DISCLOSURE" FORM, AN**
    - 15 **INTERMEDIARY IS NOT AN AGENT OR ADVOCATE FOR EITHER PARTY. SELLER AND BUYER SHALL NOT BE**
    - 16 **LIABLE FOR ACTS OF AN INTERMEDIARY SO LONG AS THE INTERMEDIARY COMPLIES WITH THE**
    - 17 **REQUIREMENTS OF WYOMING'S BROKERAGE RELATIONSHIP ACT, WYO. STAT. § 33 - 28 - 307(a)(ii).**
    - 18
    - 19 (a) If this Amendment is signed by the Seller, Broker will act only as the exclusive agent for the Seller when the property is
    - 20 shown to a prospective buyer who has a working relationship with another licensed real estate company or is a
    - 21 customer of Broker, but will act only as an Intermediary in an In - Company Transaction.
    - 22
    - 23 (b) If this Amendment is signed by the Buyer, Broker will act only as the exclusive agent for Buyer when showing
    - 24 properties that are not listed with Broker or properties from Seller that is only working with Broker as a customer, but
    - 25 will act only as an Intermediary in an In - Company Transaction. Wyo. Stat. § 33 - 28 - 306(a)(iv).
    - 26
  - 27 **3. MATTERS THAT CAN BE DISCLOSED BY AN INTERMEDIARY.** Except as set forth in Paragraph 4 below, the Broker,
    - 28 when acting as an Intermediary, may disclose any information to one party that the Broker gains from the other party if the
    - 29 information is material to the transaction or party.
    - 30
  - 31 **4. MATTERS THAT CANNOT BE DISCLOSED BY AN INTERMEDIARY.** Broker, when acting as an Intermediary, shall not
    - 32 disclose the following information without the prior consent of Seller and Buyer:
    - 33
    - 34 (a) That the Buyer is willing to pay more than the purchase price offered for the property;
    - 35 (b) That the Seller is willing to accept less than the asking price for the property;
    - 36 (c) What the motivating factors are for any party buying or selling the property;
    - 37 (d) That the Seller or Buyer will agree to financing terms other than those offered;
    - 38 (e) Any material information about you, unless disclosure is required by law or if lack of disclosure would constitute
    - 39 dishonest dealing or fraud.
    - 40
  - 41 **5. NO DUTY FOR INTERMEDIARY TO INVESTIGATE.** Broker, when acting as an Intermediary, has no duty to conduct an
    - 42 independent inspection of the property for the benefit of the Buyer and has no duty to independently verify the accuracy or
    - 43 completeness of statements made by the Seller or independent inspectors. Broker, when acting as an Intermediary, has no
    - 44 duty to conduct an independent investigation of the Buyer's financial condition or to verify the accuracy or completeness of
    - 45 any statement made by Buyer.
    - 46
- 47 **By signing this form you are consenting to the Intermediary relationship in the circumstances described in Paragraphs 2(a) and**
- 48 **(b) above. Pursuant to Wyo. Stat. §33 - 28 - 308(h), by consenting to the Intermediary relationship, you shall not be liable for any**
- 49 **commission greater than you would have been liable to pay under your initial agreement (Exclusive Right - to - Buy Contract or**
- 50 **Exclusive Right to Sell Listing Contract) with the Broker. No matter which relationship is established, a real estate broker is**
- 51 **not allowed to give legal advice. If you have questions about this Consent Amendment or any document in a real estate**
- 52 **transaction, consult legal counsel and/or other counsel before signing.**

53 We have read the Consent Amendment and hereby consent to the above terms.

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
n/a

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
n/a

Seller \_\_\_\_\_ Date \_\_\_\_\_  
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Seller \_\_\_\_\_ Date \_\_\_\_\_  
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Broker:  
n/a - non-applicable  
n/a - non-applicable

By: \_\_\_\_\_ Date \_\_\_\_\_