

**IMPORTANT NOTICE**  
**CENTURY 21 BHJ Realty, Inc.**

**(Name of Brokerage Company)**  
**REAL ESTATE BROKERAGE DISCLOSURE**

Any reference to "Broker" throughout this Disclosure and any associated real estate form shall mean "Responsible Broker, Associate Broker or Salesperson" as defined in Wyoming Statute 33-28-102.

When you select a Real Estate Brokerage Firm, Responsible Broker, Associate Broker, or Salesperson (all referred to as "Broker") to assist you in a real estate transaction, the Broker may do so in one of several capacities. In accordance with Wyoming's Brokerage Relationships Act, this notice discloses the types of working relationships that are available to you.

**Seller's Agent.** (Requires written agreement with Seller)

If a Seller signs a written listing agreement with a Broker and engages the Broker as a Seller's Agent, the Broker represents the Seller. On properties listed with other Brokerage Firms, the Broker may work as an agent for the Seller if the Seller agrees to have the Broker work as a subagent. As an agent or subagent for the Seller, the Broker represents the Seller and owes the Seller a duty of utmost good faith, loyalty, and fidelity in addition to the **obligations** enumerated below for Intermediaries. Wyo. Stat. §33-28-303(a). The Seller may be vicariously liable for the acts of the Seller's Agent or Seller's Subagent that are approved, directed or ratified by the Seller.

**Customer.**

A Customer is a party to a real estate transaction who has established no Intermediary or agency relationship with any Broker in that transaction. A Broker may work either as an agent for the Seller treating Buyer as a Customer or as an agent for Buyer treating Seller as a Customer. When a Buyer or Seller is represented by another Broker, a Broker may work with the other Buyer or Seller as a Customer, having no agency or Intermediary relationship with either party. A Broker working with a Customer shall owe no duty of confidentiality to a Customer. Any information shared with the Broker may be shared with the other party to the transaction at Customer's risk. The Customer should not tell the broker any information which the Customer does not want shared with the other party. The Broker must treat the Customer honestly and with fairness disclosing all material matters actually known by the Broker. The Broker owes the Customer the obligations enumerated below for Intermediaries which are marked with an asterisk. W.S. 33-28-310(a).

**Buyer's Agent.** (Requires written agreement with Buyer)

If a Buyer signs a written Buyer's Agent Agreement with a Broker, the Broker will act as an agent for the Buyer. If so, the Broker represents the Buyer and owes the Buyer a duty of utmost good faith, loyalty, and fidelity in addition to the **obligations** enumerated below for Intermediaries. The Buyer may be vicariously liable for the acts of the Buyer's Agent that are approved, directed and ratified by the Buyer. As a Buyer's Agent, Wyoming law requires the Broker to disclose to potential Sellers all adverse material facts, which may include material facts regarding the Buyer's financial ability to perform the terms of the transaction. Wyo. Stat. §33-28-304(c). As a Buyer's Agent, Broker has duties to disclose to the Buyer certain information; therefore, the Seller should not tell Broker any information which the Seller does not want shared with the Buyer.

**Intermediary.** (Requires written agreement with Seller and/or Buyer)

The Intermediary relationship is a non-agency relationship which may be established between a Broker and a Seller and/or a Broker and a Buyer. A Seller may choose to engage a Broker as an Intermediary when listing a property. A Buyer may also choose to engage a Broker as an Intermediary. An Intermediary shall not act as an agent or advocate for any party and shall be limited to providing those services set forth below. Wyo. Stat. §33-28-305.

As an Intermediary (Non-Agent), Broker will not represent you or act as your agent. The parties to a transaction are not legally responsible for the actions of an Intermediary and an Intermediary does not owe the parties the duties of an agent, including the fiduciary duties of loyalty and fidelity. Broker will have the following **obligations** to you:

- perform the terms of any written agreement made by the Intermediary with any party or parties to the transaction;
- exercise reasonable skill and care; \*

WILL NOT OWE EITHER PARTY THOSE FIDUCIARY DUTIES. HOWEVER, THE INTERMEDIARY MUST EXERCISE REASONABLE SKILL AND CARE AND MUST COMPLY WITH WYOMING LAW. AN INTERMEDIARY IS NOT AN AGENT OR ADVOCATE FOR EITHER PARTY. SELLER AND BUYER SHALL NOT BE LIABLE FOR ACTS OF AN INTERMEDIARY. SO LONG AS THE INTERMEDIARY COMPLIES WITH THE REQUIREMENTS OF WYOMING'S BROKERAGE RELATIONSHIPS ACT. WYO. STAT. § 33-28-306(a)(iii).

THIS WRITTEN DISCLOSURE AND ACKNOWLEDGEMENT, BY ITSELF, SHALL NOT CONSTITUTE A CONTRACT OR AGREEMENT WITH THE BROKER OR HIS/HER FIRM. UNTIL THE BUYER OR SELLER EXECUTES THIS DISCLOSURE AND ACKNOWLEDGEMENT, NO REPRESENTATION AGREEMENT SHALL BE EXECUTED OR VALID. WYO. STAT. §33-28-306(b).

NO MATTER WHICH RELATIONSHIP IS ESTABLISHED, A REAL ESTATE BROKER IS NOT ALLOWED TO GIVE LEGAL ADVICE. IF YOU HAVE QUESTIONS ABOUT THIS NOTICE OR ANY DOCUMENT IN A REAL ESTATE TRANSACTION, CONSULT LEGAL COUNSEL AND OTHER COUNSEL BEFORE SIGNING.

NONDISCRIMINATION. The parties agree not to discriminate unlawfully against any prospective Buyer because of the race, color, sex, sexual orientation, gender identity, national origin, familial status, physical or mental disability, or religion of such person.

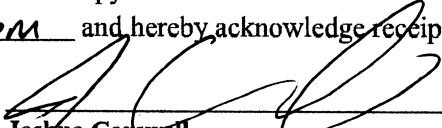
The amount or rate of a real estate commission for any brokerage relationship is not fixed by law. It is set by each Broker individually and may be negotiable between the Buyer or Seller and the Broker.

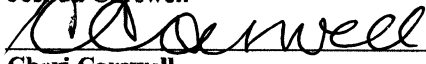
On 9/16/24 (date), I provided Seller with a copy of this Real Estate Brokerage Disclosure and have kept a copy for my records.

Brokerage Firm CENTURY 21 BHJ Realty, Inc.

By Licensee for Brokerage Firm   
Brandy Barnum

I/We have been given a copy and have read this Real Estate Brokerage Disclosure on (date) 9/16/24  
(time) 1:30 pm and hereby acknowledge receipt and understanding of this Disclosure.

Seller's Signature   
Joshua Carswell

Seller's Signature   
Cheri Carswell

Seller's Signature \_\_\_\_\_

Seller's Signature \_\_\_\_\_

This Real Estate Brokerage Disclosure was presented to Seller and Seller refused to sign above.

Broker/Licensee \_\_\_\_\_ Date \_\_\_\_\_

Seller's Name \_\_\_\_\_