

MONTANA REAL ESTATE DISCLOSURE FORM

This document provides an explanation of brokerage relationships recognized under Montana law. The disclosure is required by Montana law. Execution of the disclosure does not by itself create a binding brokerage agreement.

1. DATE

Date of Disclosure:

2. DEFINITIONS AND DUTIES OF REAL ESTATE LICENSEES

Seller Agent Duties to Seller

A seller agent represents the interests of the seller and generally must:

- Act in the seller's best interests
- Follow lawful instructions of the seller
- Disclose material information related to the transaction that is known to the agent and not readily discoverable by the seller
- Safeguard confidential information
- Exercise reasonable care, skill, and diligence
- Account for funds or property belonging to the seller
- Comply with applicable federal and state laws

Seller Agent Duties to Buyer

When interacting with buyers, a seller agent must:

- Disclose known adverse material facts about the property
- Avoid knowingly making false statements
- Deal honestly and in good faith with buyers
- Comply with applicable laws and regulations

Buyer Agent Duties to Buyer

A buyer agent represents the interests of the buyer and generally must:

- Act in the buyer's best interests
- Follow lawful instructions of the buyer
- Disclose material information known to the agent and not readily discoverable by the buyer
- Safeguard the buyer's confidences
- Exercise reasonable care, skill, and diligence
- Account for funds belonging to the buyer
- Comply with applicable federal and state laws

Buyer Agent Duties to Seller

A buyer agent must also:

- Disclose known adverse material facts relating to the buyer's ability to perform under a purchase agreement

Act honestly and in good faith toward the seller

Comply with applicable laws

3. DUAL AGENCY

Dual agency occurs when a broker or salesperson represents both the buyer and the seller in the same transaction. A dual agent must treat both parties fairly and impartially. Dual agency requires the informed written consent of both the buyer and the seller. The dual agent may be restricted from advocating exclusively for one party. Certain confidential information must remain confidential unless authorized in writing.

Examples of confidential information that may not be disclosed without consent include :

Willingness to accept less than the asking price

Willingness to pay more than the offered price

Motivations of the parties

4. STATUTORY BROKER

A statutory broker may assist in the transaction without acting as an agent of either party. A statutory broker must disclose known adverse material facts regarding the property or a party's ability to perform, exercise reasonable care and skill in facilitating the transaction, and comply with applicable laws and regulations.

5. DEFINITION OF ADVERSE MATERIAL FACT

An adverse material fact is a fact that could significantly affect a person's decision to buy or sell real property, including facts that may:

Materially affect the value of the property

Affect the structural integrity of improvements

Create documented health or safety risks

Affect a buyer's ability to perform contractual obligations

Certain information, such as the existence of a communicable disease or a prior death on the property, may not be considered adverse material facts unless otherwise required by law.

6. DISCLOSURE OF BROKERAGE RELATIONSHIP

Disclosure and Consent to Brokerage Relationship :

Seller Agent

Buyer Agent

Dual Agent

Statutory Broker

7. SELLER CONSENTS

Broker representing multiple sellers whose properties may compete with the seller's property

Broker potentially acting as a dual agent

8. BUYER CONSENTS

Broker representing multiple buyers interested in similar properties

Broker submitting competing offers from other buyers

Broker potentially acting as a dual agent

9. SIGNATURES

SELLER SIGNATURE		BUYER SIGNATURE	
SELLER:		BUYER:	
SIGNATURE:		SIGNATURE:	
PRINTED NAME:		PRINTED NAME:	
DATE:	SELLER DATE	DATE:	BUYER DATE

BROKER SIGNATURE	
BROKER OR SALESPERSON:	
SIGNATURE:	
PRINTED NAME:	
DATE:	BROKER DATE

10. TIME CALCULATION NOTICE

Unless otherwise specified, "days" refers to calendar days. If a deadline falls on a weekend or legal holiday, it may be performed on the next business day.

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