

LIMITED SHOWING AGREEMENT

This Limited Showing Agreement ("Agreement") is entered by and between the Potential Buyer, the Real Estate Brokerage and its duly licensed Agent, all as listed below:

Potential Buyer(s): _____ Email/Phone: _____
 Agent: _____ Brokerage: **BE AT HOME UTAH**

1. **SCOPE & PURPOSE.** The purpose of this Agreement is to allow the above-named Agent to provide Potential Buyer with (1) access to see homes for sale; (2) limited information relating to the homes which are seen, without warranty or verification; and/or (3) general information of the process regarding purchasing a property. ***This Agreement does not create an agency relationship and signing it does not obligate Potential Buyer to use the Agent, nor does it obligate Agent or Brokerage to perform any services beyond those listed in this Paragraph on a continuing or ongoing basis.***
2. **NO REPRESENTATION. RIGHT NOW, YOU ARE A CUSTOMER, NOT A CLIENT.** Unless Potential Buyer, Brokerage and Agent enter into a separate written agency agreement, the Brokerage and Agent do not represent Potential Buyer in any capacity and do not owe any legal duty to Potential Buyer. In other words, until a separate written agency agreement is executed then neither the Brokerage nor the Agent are authorized or obligated to act as an agent for Potential Buyer and do not owe Potential Buyer any fiduciary duties. As such the Brokerage and Agent are restricted by law from performing certain services until a written agency agreement is executed, which services include, but are not limited to, the submission of an offer or negotiating on behalf of Potential Buyer.
3. **DUTIES OWED.** As a Realtor® under this Agreement, the Agent and Brokerage owe Potential Buyer and all members of the public a general duty of honesty, but nothing more. Potential Buyer hereby acknowledges that it is in his/her best interest to enter into a written agency agreement with a Realtor® of their choice before proceeding with any additional services beyond the limited services in Paragraph 1. A written agency agreement will provide Potential Buyer with additional rights and benefits including Brokerage's and Agent's duty of loyalty, confidentiality, obedience, reasonable care, and full disclosure.
4. **COMPENSATION.** For purposes of this Agreement only, the Brokerage and Agent (select one):
 will not receive compensation from any source
 will receive \$ _____ from the Potential Buyer, or other _____.

The Brokerage and Agent may not receive compensation that is greater than the amount disclosed in this Paragraph for services provided under the terms of this Agreement only. Notwithstanding the foregoing, Agent and Brokerage shall be entitled to compensation under any executed written agency agreement separate and apart from the terms hereof. ***Brokerage commissions or fees are fully negotiable and are not set by law, any Board or Association of REALTORS®, or the Multiple Listing Service.***

5. **EQUAL OPPORTUNITY.** The Brokerage and Agent agree to show homes/properties to Potential Buyer without regard to race, color, religion, sex (including sexual orientation and gender identity), disability, familial status, national origin, and as may be otherwise required by applicable federal, state, and local fair housing laws.
6. **ACKNOWLEDGEMENT.** By initialing below, Potential Buyer acknowledges and agree that:
 Neither the Agent nor the Brokerage owe any duty or obligation to Potential Buyer beyond the general duties specifically set forth in Paragraph 1 of this Agreement;
 The Brokerage and Agent are required by law to enter into a separate written agency agreement with Potential Buyer before they can provide any additional services or act as an agent or representative of the Potential Buyer and this Agreement does not restrict the parties from entering into a separate agreement in the future; and
 This Agreement does not create an agency relationship, express or implied, between the Brokerage /Agent and Potential Buyer.

Executed this _____ day of _____, 20_____.

POTENTIAL BUYER:

Signature: _____

Signature: _____

AGENT:

Signature: _____

Signature: _____