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NOTICE TO ALL BUYERS

TO ASSIST US IN OFFERING YOU THE VERY BEST POSSIBLE SERVICE AND FOLLOW-UP, PLEASE PROVIDE US WITH YOUR CONTACT INFORMATION:

NAME _____ PHONE # _____
ADDRESS _____ E-MAIL _____

Before we get started with the business of serving you, it is important for YOU to decide what you want our business relationship to be! The choice is yours, and the four business relationships are each fully described in the CONSUMER INFORMATION STATEMENT, printed on the reverse side of this form . We request that you review the statement at this time.

Regardless of which of the four business relationships you choose, you will receive the same high level of COURTESY, RESPECT, and PROFESSIONALISM!

IT IS IMPORTANT TO UNDERSTAND, HOWEVER, THAT UNLESS YOU CHOOSE OTHERWISE, AND PUT THAT CHOICE IN WRITING, WE WILL BE WORKING WITH YOU, AS OF THIS TIME, AS A "SELLER'S AGENT."

Buyer

Associate

Consumer Information Statement...

Real Estate Relationships In New Jersey

In New Jersey, real estate licensees are required to disclose how they intend to work with buyers and sellers in a real estate transaction. (In rental transactions, the terms "buyers" and "sellers" should be read as "tenants" and "landlords," respectively.)

- 1. AS A SELLER'S AGENT OR SUBAGENT, I, AS A LICENSEE, REPRESENT THE SELLER AND ALL MATERIAL INFORMATION SUPPLIED TO ME BY THE BUYER WILL BE TOLD TO THE SELLER.
2. AS A BUYER'S AGENT, I, AS A LICENSEE, REPRESENT THE BUYER AND ALL MATERIAL INFORMATION SUPPLIED TO ME BY THE SELLER WILL BE TOLD TO THE BUYER.
3. AS A DISCLOSED DUAL AGENT, I AS A LICENSEE, REPRESENT BOTH PARTIES. HOWEVER, I MAY NOT, WITHOUT EXPRESS PERMISSION, DISCLOSE THAT THE SELLER WILL ACCEPT A PRICE LESS THAN THE LISTING PRICE OR THAT THE BUYER WILL PAY A PRICE GREATER THAN THE OFFERED PRICE.
4. AS A TRANSACTION BROKER, I, AS A LICENSEE, DO NOT REPRESENT EITHER THE BUYER OR THE SELLER. ALL INFORMATION I ACQUIRE FROM ONE PARTY MAY BE TOLD TO THE OTHER PARTY.

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of business relationship you have with that licensee.

There are four business relationships: (1) seller's agent; (2) buyer's agent; (3) disclosed dual agent; and (4) transaction broker. Each of these relationships imposes certain legal duties and responsibilities on the licensee as well as on the seller or buyer represented. These four relationships are defined in greater detail below. Please read carefully before making your choice.

SELLER'S AGENT

A seller's agent WORKS ONLY FOR THE SELLER and has legal obligations, called fiduciary duties to the seller. These include reasonable care, undivided loyalty, confidentiality and full disclosure. Seller's agents often work with buyers but do not represent the buyers. However, in working with buyers a seller's agent must act honestly. In dealing with both parties, a seller's agent may not make any misrepresentation to either party on matters material to the transaction, such as the buyer's financial ability to pay, and must disclose defects of a material nature affecting the physical condition of the property which a reasonable inspection by the licensee would disclose.

Seller's agents include all persons licensed with a brokerage firm which has been authorized through a listing agreement to work as the seller's agent. In addition, other brokerage firms may accept an offer to work with the listing broker's firm as the seller's agents. In such cases, those firms and all persons licensed with such firms, are called "subagents". Sellers who do not desire to have their property marketed through subagents should so inform the seller's agent.

BUYER'S AGENT

A buyer's agent WORKS ONLY FOR THE BUYER. A buyer's agent has fiduciary duties to the buyer which include reasonable care, undivided loyalty, confidentiality and full disclosure. However, in dealing with sellers a buyer's agent must act honestly. In deal with both parties, a buyer's agent may not make any misrepresentations on matters material to the transaction, such as the buyer's financial ability to pay, and must disclose defects of a material nature affecting the physical condition to the property which a reasonable inspection by the licensee would disclose. A buyer wishing to be represented by a buyer's agent is advised to enter into a separate written buyer agency contract with the brokerage firm which is to work as their agent.

DISCLOSED DUAL AGENT

A disclosed dual agent WORKS FOR BOTH THE BUYER AND THE SELLER. To work as a dual agent, a firm must first obtain the informed written consent of the buyer and the seller. Therefore, before acting as a disclosed dual agent, brokerage firms must make written disclosure to both parties. Disclosed dual agency is most likely to occur when a licensee with a real estate firm working as a buyer's agent shows the buyer properties owned by sellers for whom that firm is also working as a seller's agent or subagent.

A real estate licensee working as a disclosed dual agent must carefully explain to each party that, in addition to working as their agent, their firm will also work as the agent for the other party. They must also explain what affect their working as a disclosed dual agent will have on the fiduciary duties their firm owes to the buyer and to the seller. When working as a disclosed dual agent, a brokerage firm must have the express permission of a party prior to disclosing confidential information to the other party. Such information includes the highest price a buyer can afford to pay and the lowest price a seller will accept and the parties' motivation to buy or sell. Remember, a brokerage firm acting as a disclosed dual agent will not be able to put one party's interests ahead of those of the other party and cannot advise or counsel either party on how to gain an advantage at the expense of the other party on the basis of confidential information obtained from or about the other party. If you decide to enter into an agency relationship with a firm which is to work as disclosed dual agent, you are advised to sign a written agreement with that firm.

TRANSACTION BROKER

The New Jersey Real Estate Licensing Law does not require licensees to work in the capacity of an "agent" when providing brokerage services. A transaction broker works with a buyer or a seller or both in the sales transaction without representing anyone. A TRANSACTION BROKER DOES NOT PROMOTE THE INTERESTS OF ONE PARTY OVER THOSE OF THE OTHER PARTY TO THE TRANSACTION. Licensees with such a firm would be required to treat all parties honestly and to act in a competent manner, but they would not be required to keep confidential information. A transaction broker can locate qualified buyers for a seller or suitable properties for a buyer. They can then work with both parties in an effort to arrive at an agreement on the sale or rental of real estate and perform tasks to facilitate the closing of a transaction. A transaction broker primarily serves as a manager of the transaction, communicating information between the parties to assist them in arriving at a mutually acceptable agreement and in closing the transaction, but cannot advise or counsel either party on how to gain an advantage at the expense of the other party. Owners considering working with transaction brokers are advised to sign a written agreement with that firm which clearly states what services that firm will perform and how it will be paid. In addition, any transaction brokerage agreement with a seller or landlord should specifically state whether a notice on the property to be rented or sold will or will not be circulated in any or all Multiple Listing System(s) of which that firm is a member.

YOU MAY OBTAIN LEGAL ADVICE ABOUT THESE BUSINESS RELATIONSHIPS FROM YOUR OWN LAWYER. THIS STATEMENT IS NOT A CONTRACT AND IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

ACKNOWLEDGEMENT

For the Sellers and Landlords

By signing this Consumer Information Statement, I acknowledge that I received this Statement from Dennis J. Zisa & Assoc prior to discussing my motivation to sell or lease or my desired selling or leasing price with one of its representatives. (Name of Brokerage Firm)

Seller/Landlord: _____ Date: _____

For the Buyers and Tenants

By signing this Consumer Information Statement, I acknowledge that I received this Statement from _____ prior to discussing my motivation or financial ability to buy or lease with one of its representatives. (Name of Brokerage Firm)

Buyer/Tenant: _____ Date: _____

DECLARATION OF BUSINESS RELATIONSHIP

I, _____, as an authorized representative of Dennis J. Zisa & Associates, (Name of Licensee) (Name of Brokerage Firm)

- intend, as of this time, to work with you as a:
[] Seller's Agent Only [] Buyer's Agent Only [] Seller's Agent and Disclosed Dual Agent if the opportunity arises
[] Buyer's Agent and Disclosed Dual Agent if the opportunity arises [] Transaction Broker Only
[] Seller's Agent on properties on which this firm is acting as the seller's agent and transaction broker on other properties.

The New Jersey Real Estate Commission, CN 328, Trenton, NJ 06525-0325, Gloria Decker, Executive Director (rev. 8/98)



EXCLUSIVE BUYER AGENCY AGREEMENT

1. Agency, _____ and _____ referred to in this Agreement as "Buyer" hereby designate _____ as Buyer's exclusive agent,

referred to in this Agreement as "Buyer's Agent", for the purpose of searching for, locating, and purchasing real estate by Buyer, pursuant to all of the terms and conditions set forth below.

2. Declaration of Business Relationship. The real estate license law of the state of New Jersey requires every real estate licensee to declare the basis of the business relationship being established between such licensee and Buyer. Accordingly, I, _____ AS AN AUTHORIZED REPRESENTATIVE

OF _____ INTEND, AS OF THIS TIME, TO WORK WITH YOU (buyer)

AS A: (choose one) _____ BUYER'S AGENT ONLY _____ BUYER'S AGENT AND DISCLOSED DUAL AGENT IF THE OPPORTUNITY ARISES.

3. Term. This Agency Agreement shall commence on _____ and shall expire at midnight on the _____ day of _____ or three (3) days after receipt by Buyer's Agent of a written termination notice from Buyer, whichever shall first occur.

4. Brokerage Fee. In consideration of the services rendered by Buyer's Agent in behalf of Buyer, Buyer agrees to pay to Buyer's Agent a brokerage fee equal to the ~~Coop. Commission~~. The brokerage fee shall be earned, due and payable by Buyer to Buyer's Agent if any property introduced by Buyer's Agent to Buyer during the term of this Agreement is purchased by Buyer prior to the expiration of this Agreement, or within 90 days after the termination of this Agreement. However, if the seller of such property authorizes the listing broker to pay a portion of the listing broker's brokerage fee to Buyer's Agent, that portion of such brokerage fee shall be credited against Buyer's obligation to Buyer's Agent as set forth above. In such event, Buyer agrees to pay to Buyer's Agent, at the time of title closing, the difference between the amount so received from the listing broker and the total brokerage fee due to Buyer's Agent as referred to in this paragraph.

5. Buyer's Agent's Duty. Buyer's Agent shall:
a. Use diligence in its search to locate a property which is acceptable to the Buyer
b. Use professional knowledge and skills to assist Buyer to negotiate for the purchase of such property
c. Assist the Buyer throughout the transaction and to represent Buyer's best interests

6. Buyer's Duty. Buyer shall:
a. Provide accurate and relevant personal information to Buyer's Agent regarding Buyer's financial ability to purchase real estate
b. Advise Buyer's Agent of any home offered for sale to Buyer where Buyer may have an interest in purchasing such property.
c. Submit through Buyer's Agent, any offer to purchase or contract on a property which was shown to Buyer by Buyer's Agent

7. Other Buyers. Other potential buyers may be interested in the same properties as Buyer. It is agreed that Buyer's Agent may represent such other potential buyers whether such representation arises prior to, during, or after the termination of this Agreement. In any such situation, Buyer's Agent will not disclose to any other potential buyer the terms of the other's offer.

8. Dual Agency. Buyer understands that Buyer's Agent may elect to represent a seller as well as Buyer in the sale and purchase of such seller's property. If such event, Buyer acknowledges that Buyer's Agent will be a dual agent, and pursuant to law, will have to obtain the written informed consent of both the seller and Buyer for the Buyer's Agent to be a Disclosed Dual Agent. Buyer understands that by consenting to the Buyer's Agent to be a Disclosed Dual Agent, there will be a limitation on the Buyer's Agent's ability to represent either the Buyer or seller fully and exclusively. Buyer's Agent, when acting as a Disclosed Dual Agent, will not be able to put either the seller's interests ahead of the Buyer's nor the Buyer's interests ahead of the seller's. Buyer's consent to Buyer's Agent being a Disclosed Dual Agent shall be deemed to have been given only when the "Informed Consent to Dual Agency" which appears on the reverse of this Agreement is signed by the Buyer.

9. Buyer represents to Buyer's Agent that no other buyer's agency agreement is presently in effect. Buyer agrees not to enter into any such agreement during the term of this Agreement.

10. Buyer acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships.

11. Buyer hereby acknowledges receipt of a signed copy of this legally binding Agreement and agrees to be bound by and comply with its terms and conditions.

IF BUYER DOES NOT UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT, LEGAL ADVICE SHOULD BE SOUGHT BEFORE SIGNING.

By: _____ Buyer's Agent Date _____



NEW JERSEY ASSOCIATION OF REALTORS® STANDARD FORM OF
INFORMED CONSENT TO DUAL AGENCY



(BUYER)

This Agreement evidences Buyer's consent that the Brokerage Firm, as Buyer's Agent, may act as a Disclosed Dual Agent in order to represent both Buyer and Seller in the same real estate transaction, and seeks Buyer's consent to allow Buyer's Agent to act as a Disclosed Dual Agent when the opportunity arises. Buyer should be aware that a real estate licensee may legally act as a Disclosed Dual Agent only with Buyer's and Seller's informed written consent.

Buyer understands that Disclosed Dual Agency (representing more than one party to a transaction) has the potential of creating a conflict of interest in that both Seller and Buyer may intend to rely on the Buyer's Agent's advice, and their respective interests may be adverse to each other. Therefore, when acting as a Disclosed Dual Agent, Buyer's Agent will not represent the interests of Buyer to the exclusion or detriment of the interests of a Seller; nor will Buyer's Agent represent the interests of Seller to the exclusion and detriment of the interests of Buyer.

As a Disclosed Dual Agent of both the Seller and the Buyer, Buyer's Agent will be working equally for both parties to the real estate transaction, and will provide services to complete the transaction without the full range of fiduciary duties ordinarily owed by an agent who represents Buyer alone, or the Seller alone. In the preparation of offers and counteroffers between Buyer and Seller, Buyer's Agent will act only as an intermediary to facilitate the transaction rather than as an active negotiator representing either the Buyer or Seller in a fiduciary capacity. By consenting to this dual agency, Buyer is giving up the right to undivided loyalty and will be owed only limited duties of disclosure, obedience and confidentiality by the Buyer's Agent.

For example, Buyer acknowledges that Buyer's Agent, as a Disclosed Dual Agent, is not permitted, under law, to disclose to either Buyer or Seller any confidential information which has been or will be communicated to Buyer's Agent by either of the parties to the transaction. Moreover, Buyer's Agent is not permitted to disclose (without the express written permission of the Seller) to the Buyer that such Seller will accept a price less than the full listing price. Nor will Buyer's Agent disclose (without the express written permission of the Buyer) to the Seller that Buyer will pay a sum greater than the price offered by Buyer. It is also impermissible for Buyer's Agent to advise or counsel either the Buyer or Seller on how to gain an advantage at the expense of the other party on the basis of confidential information obtained from or about the other party.

Buyer acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships.

I, Dennis J. Zisa AS AN AUTHORIZED REPRESENTATIVE OF
Name of Licensee
Dennis J. Zisa & Assoc., Inc. INTEND, AS OF THIS TIME, TO WORK WITH YOU (BUYER)
Name of Firm
 AS A BUYER'S AGENT AND DISCLOSED DUAL AGENT IF THE OPPORTUNITY ARISES.

If Buyer does not understand all of the provisions of this Informed Consent to Dual Agency, legal advice should be sought before signing.

By signing below, Buyer acknowledges that Buyer has read and understood this Informed Consent to Dual Agency and gives consent to Buyer's Agent to act as a Disclosed Dual Agent.

Buyer's Signature

Dennis J. Zisa & Assoc., Inc.
Brokerage Firm

Buyer's Signature

1213 S. 10th. St.
Address

Camden, NJ 08104
City, State, Zip Code

Date

Salesperson's Signature

Phone: 800 815-9472
 856 541-2228
 Fax: 856 541-4212



DENNIS J. ZISA
& Associates, Inc.

1213 S. 10th Street
 P.O. Box 1064
 Camden, NJ 08101

www.DennisJZisa.com

E-mail: DJZisa@Realtor.com

BUYER'S INFORMATION RECORD

BUYER'S NAME:	SSN: _____	DRIVER'S LICENSE #
ADDRESS:	CITY:	STATE: ZIP:
HOME#:	WORK#:	
EMPLOYER:	POSITION:	HOW LONG:
MONTHLY INCOME:	ANNUAL INCOME:	OTHER INCOME:
PREVIOUS EMPLOYER:	POSITION:	HOW LONG:
PREVIOUS INCOME:	FUNDS FOR CLOSING:	

CO-BUYER'S INFORMATION RECORD

CO-BUYER'S NAME:	SSN: _____	DRIVER'S LICENSE #
ADDRESS:	CITY:	STATE: ZIP:
HOME#:	WORK#:	
EMPLOYER:	POSITION:	HOW LONG:
MONTHLY INCOME:	ANNUAL INCOME:	OTHER INCOME:
PREVIOUS EMPLOYER:	POSITION:	HOW LONG:
PREVIOUS INCOME:	FUNDS FOR CLOSING:	

This information is presented with the understanding that it may be used as a basis for the acceptance of a contract by the sellers and for placement of a loan. The undersigned hereby authorizes the agent to disclose to the seller, cooperating brokers and any lender all or any portion of the information contained in this financial information sheet, and to order a consumer credit report from any of the 3 National Credit Bureaus. The above information is true and correct to the best of my/our knowledge, and it is my/our understanding that furnishing false or incomplete information may result in forfeiture of deposit or other financial loss. By our signature(s) we acknowledge receipt of a copy of this financial information sheet.

BUYER _____ DATE _____

Co-BUYER _____ DATE _____