



**UNREPRESENTED
BUYER DISCLOSURE**

Revised 07/01/2026

This Unrepresented Buyer Disclosure (“Disclosure”) is made by _____ (“Buyer”) on this ___ day of _____, 20__ in favor of _____, a licensed Massachusetts Real Estate Broker and (if applicable) its agents OR designated agent _____ (collectively, “Listing Broker”) who represents _____ (“Seller”) in the sale of _____ (“Property”), which Buyer is interested in purchasing. In connection with such purchase, Buyer provides the following disclosure:

- 1. DISCLOSURE.** Buyer is not represented by a real estate broker. Buyer has been informed of its right to hire a Buyer Broker who would represent its interests in the purchase of the Property. Buyer has elected not to be represented by a Buyer Broker.
- 2. SELLER REPRESENTATION ONLY.** Listing Broker may communicate with Buyer and may provide Property related documents to Buyer and may conduct other activities to accomplish the sale of the Property. Buyer acknowledges that Listing Broker owes a fiduciary duty to Seller, and anything communicated to Listing Broker by Buyer may be shared with Seller, including possibly confidential information. These communications and activities are done on behalf of and for the benefit of Seller, to facilitate a sale of the Property, and do not create any representative or agency relationship between Buyer and Listing Broker. Listing Broker represents Seller in the sale of the Property and does **NOT** represent Buyer.
- 3. BUYER DUE DILIGENCE.** It will be necessary for Buyer to perform its own due diligence related to the Property. Listing Broker shall be honest and truthful, and will comply with applicable local, state and federal laws, and will deal fairly with Buyer. However, Buyer will have to investigate matters that are important to it as regards its purchase of the Property. Buyer acknowledges its responsibility to protect its own interests and to hire appropriate professionals to advise it in connection with its purchase of the Property, including advice concerning matters such as inspections, contract terms and timelines, contingencies, financing, zoning and legal use, title searches, insurance, and any other matter it deems appropriate. **The purchase of the Property will require entering into legally binding contracts. If legal advice is desired, Buyer is advised to consult with an attorney.**
- 4. AGENCY DISCLOSURE.** Buyer has received the Massachusetts Mandatory Licensee-Consumer Relationship Disclosure stating Listing Broker’s relationship with Seller for the sale of the Property.
- 5. DISPUTE RESOLUTION; GOVERNING LAW.** All disputes or controversies arising out of or related to this Disclosure may be submitted for binding arbitration (a) upon mutual agreement of the parties, to (i) the local REALTOR® association or Board of REALTORS® where the Property is located, or (ii) the American Arbitration Association for resolution in accordance with its rules before a single neutral arbitrator reasonably acceptable to the parties sitting in the city or town where the Property is located, or (b) upon mutual agreement of the parties, to another dispute resolution body or service. Each party shall pay one half of any fees and expenses related to such arbitration or dispute resolution. The results of such arbitration or dispute resolution shall be final and binding upon the parties, and either party shall have the right to enter judgement thereon in any court having jurisdiction. This is legal document that is binding on the parties and their successors and assigns. This Disclosure shall be governed by the laws and decisions of The Commonwealth of Massachusetts. This Disclosure may only be modified by a writing signed by all parties.
- 6. BUYER** has read this Disclosure, understands its contents and has received a copy of the same.

BUYER Date

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