



**REALTORS® ASSOCIATION OF NEW MEXICO  
LIMITED SERVICE NOTICE - BUYER'S BROKER TO SELLER - 2011  
PART I - BROKER DUTIES**

Every licensed New Mexico real estate Broker is obligated to disclose Broker Duties. Please acknowledge receipt of this information by signing or initialing at the bottom of this page. **Disclosure:** The following brokerage relationships are available in the State of New Mexico: (1) transaction broker, (2) exclusive agency, and (3) dual agency (see RANM Form 1401, p. 2).

Prior to the time an Associate Broker or Qualifying Broker generates or presents any written document that has the potential to become an express written agreement, the Associate Broker or Qualifying Broker shall disclose in writing to their prospective buyer, seller, landlord or tenant, the following list of Broker Duties that are owed to all Customers and Clients by all Brokers:

- (A) Honesty and reasonable care as set forth in the provisions of this section;
- (B) Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission Rules and other applicable local, state, and federal laws and regulations;
- (C) Performance of any and all oral or written agreements made with the Customer or Client;
- (D) Assistance to the Broker's Customer or Client in completing the Transaction, unless otherwise agreed to in writing by the Customer or Client, including (1) Presentation of all offers or counter-offers in a timely manner, and (2) Assistance in complying with the terms and conditions of the contract and with the closing of the Transaction;

If the Broker in a transaction is not providing the service, advice or assistance described in paragraphs D(1) and D(2), the Customer or Client must agree in writing that the Broker is not expected to provide such service, advice or assistance, and the Broker shall disclose such agreement in writing to the other Brokers involved in the Transaction;

- (E) Acknowledgment by the Broker that there may be matters related to the Transaction that are outside the Associate Broker's or Qualifying Broker's knowledge or expertise and that the Associate Broker or Qualifying Broker will suggest that the Customer or Client seek expert advice on these matters;
- (F) Prompt accounting for all monies or property received by the Broker;
- (G) Prior to the time the Associate Broker or Qualifying Broker generates or presents any written document that has the potential to become an express written agreement, written disclosure of (1) any written Brokerage Relationship the Broker has with any other Parties to the Transaction; and or (2) any material interest or relationship of a business, personal, or family nature that the Broker has in the Transaction; (3) other Brokerage Relationship options available in New Mexico;

(H) Disclosure of any adverse material facts actually known by the Associate Broker or Qualifying Broker about the Property or the Transaction, or about the financial ability of the parties to the Transaction to complete the Transaction. Adverse material facts do not include data from a sex offender registry or the existence of group homes;

(I) Maintenance of any confidential information learned in the course of any prior Agency relationship unless the disclosure is with the former Client's consent or is required by law;

(J) Unless otherwise authorized in writing, an Associate Broker or Qualifying Broker shall not disclose to their Customer or Client during the transaction that their Seller Client or Customer has previously indicated they will accept a sales price less than the asking or listed price of a property; that their Buyer Client or Customer has previously indicated they will pay a price greater than the price submitted in a written offer; the motivation of their Client or Customer for selling or buying property; that their Seller Client or Customer or their Buyer Client or Customer will agree to financing terms other than those offered; or any other information requested in writing by the Associate Broker's or Qualifying Broker's Customer or Client to remain confidential, unless disclosure is required by law.



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BUYER'S BROKER TO SELLER - 2011**

This Notice relates to  Residential  Commercial  Vacant Land  Farm and Ranch Purchase Agreement dated \_\_\_\_\_ between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") and the following Property:

Address \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_

Legal Description \_\_\_\_\_ or see metes and bounds description attached as Exhibit \_\_\_\_\_, \_\_\_\_\_ County, New Mexico.

1. Your limited service real estate brokerage has asked that I deliver the enclosed offer to you.
2. I am obligated to inform the Buyer(s) of any material information you provide to me.
3. I am working as the Buyer's Broker and as such I will not be providing services to you including, but not limited to, the following:
  - (A) Opinions or advice;
  - (B) Assistance in evaluating any offer;
  - (C) Assistance in drafting any offer, response to any offer, disclosure, notice, or other information;
  - (D) Relevant market information;
  - (E) Information related to any contractual duty you may have;
  - (F) Assistance in arranging for the completion of any obligations you may be required to meet under a contract; or
  - (G) Information related to other service providers, such as title companies, mortgage companies, insurance companies, attorneys, inspectors, contractors, surveyors, engineers, and others.

**I ENCOURAGE YOU TO CONTACT YOUR BROKER OR ATTORNEY FOR ANY REQUIRED ASSISTANCE.**

\_\_\_\_\_  
BROKER SIGNATURE Date \_\_\_\_\_ Time \_\_\_\_\_

**SELLER ACKNOWLEDGES RECEIPT OF THIS NOTICE.**

\_\_\_\_\_  
Seller Signature Date \_\_\_\_\_ Time \_\_\_\_\_

\_\_\_\_\_  
Seller Signature Date \_\_\_\_\_ Time \_\_\_\_\_

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