

## WORKING WITH A REAL ESTATE PROFESSIONAL

1 Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties to  
2 every Buyer and Seller, Tenant and Landlord (collectively “Buyers” and “Sellers”):

- 3 1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
- 4 2. To disclose to each party to the transaction any Adverse Facts of which Licensee has actual notice or knowledge;
- 5 3. To maintain for each party in a transaction the confidentiality of any information obtained by a Licensee prior to  
6 disclosure to all parties of a written agency agreement entered into by the Licensee to represent either or both parties  
7 in the transaction. This duty of confidentiality extends to any information which the party would reasonably expect  
8 to be held in confidence, except for any information required by law to be disclosed. This duty survives both the  
9 subsequent establishment of an agency relationship and the closing of the transaction;
- 10 4. To provide services to each party to the transaction with honesty and good faith;
- 11 5. To disclose to each party to the transaction timely and accurate information regarding market conditions that might  
12 affect such transaction only when such information is available through public records and when such information is  
13 requested by a party;
- 14 6. To give timely account for earnest money deposits and all other property received from any party to a transaction;  
15 and
- 16 7. A) To refrain from engaging in self-dealing or acting on behalf of Licensee’s immediate family, or on behalf of any  
17 other individual, organization or business entity in which Licensee has a personal interest without prior disclosure of  
18 such personal interest and the timely written consent of all parties to the transaction; and  
19 B) To refrain from recommending to any party to the transaction the use of services of another individual,  
20 organization or business entity in which the Licensee has an interest or from whom the Licensee may receive a  
21 referral fee or other compensation for the referral, other than referrals to other Licensees to provide real estate  
22 services, without timely disclosure to the party who receives the referral, the Licensee’s interest in such a referral or  
23 the fact that a referral fee may be received.

24 In addition to the above, the Licensee has the following duties to his/her Client if the Licensee has become an Agent or  
25 Designated Agent in a transaction:

- 26 8. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement  
27 between the Licensee and Licensee’s client;
- 28 9. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation  
29 of a transaction and in other activities, except where such loyalty/duty would violate Licensee’s duties to a customer  
30 in the transaction; and
- 31 10. Unless the following duties are specifically and individually waived in writing by a client, Licensee shall assist the  
32 client by:
  - 33 A) Scheduling all property showings on behalf of the client;
  - 34 B) Receiving all offers and counter offers and forwarding them promptly to the client;
  - 35 C) Answering any questions that the client may have in negotiation of a successful purchase agreement within  
36 the scope of the Licensee’s expertise; and
  - 37 D) Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase  
38 agreement for a successful closing of the transaction.

39 Upon waiver of any of the above duties contained in 10. above, a consumer must be advised in writing by such  
40 consumer’s agent that the consumer may not expect or seek assistance from any other licensees in the transaction for  
41 the performance of said duties.

