

## TEXAS INTERMEDIARY DISCLOSURE AND ELECTION NOTICE



In **Texas**, there are three types of authorized brokerage relationships used by eXp Realty, all of which are identified in the Texas Real Estate Commission's [Information About Brokerage Services](#) form that you have received and which is available [here](#). (eXp Realty does not engage in "subagency.") The purpose of this notice is to inform you about only the intermediary agency relationship, and to allow you to elect whether or not you wish to have an intermediary agency relationship with eXp Realty.

### INTERMEDIARY AGENCY - GENERALLY

The term, "**Intermediary**," means a broker, such as eXp Realty, who is employed to negotiate a transaction between a Buyer/Tenant and a Seller/Landlord. For that purpose, an Intermediary may act as an agent of both the Buyer/Tenant and the Seller/Landlord in the same transaction. An Intermediary is required to act fairly and impartially. Such acts include communicating with, carrying out the instructions of, and providing opinions and advice to, the parties to whom the Intermediary represents.

In Texas, eXp Realty may act as an Intermediary between you and the opposite party in your real estate transaction if: (a) eXp Realty obtains written consent from you and the opposite party, to act as an Intermediary in the transaction; and (b) the written consent states the source of any expected compensation to eXp Realty.

### APPOINTMENT OF EXP REALTY AGENTS

eXp Realty may appoint particular eXp Realty agents to service a Buyer/Tenant and a Seller/Landlord, on eXp Realty's behalf. For this to occur, a Buyer/Tenant and a Seller/Landlord must each provide eXp Realty with their written consent allowing for such appointment, and eXp Realty must, in turn, give a Buyer/Tenant and a Seller/Landlord written notice of the appointment. An appointed eXp Realty agent may provide opinions and advice during negotiations to only that party to whom they have been appointed to represent, whether that is a Buyer/Tenant or a Seller/Landlord.

### NOTICE ON PROHIBITED ACTIVITIES

**A broker and any broker or sales agent appointed under [Tex. Occ. Code Ann. § 1101.560](#) who acts as an intermediary under Texas Occupations Code, Chapter 1101, Subchapter L, may not:**

1. **disclose to the buyer or tenant that the seller or landlord will accept a price less than the asking price, unless otherwise instructed in a separate writing by the seller or landlord;**
2. **disclose to the seller or landlord that the buyer or tenant will pay a price greater than the price submitted in a written offer to the seller or landlord, unless otherwise instructed in a separate writing by the buyer or tenant;**
3. **disclose any confidential information or any information a party specifically instructs the broker or sales agent in writing not to disclose, unless:**
  - (a) **the broker or sales agent is otherwise instructed in a separate writing by the respective party;**
  - (b) **the broker or sales agent is required to disclose the information by this chapter or a court order;**  
or
  - (c) **the information materially relates to the condition of the property;**
4. **treat a party to a transaction dishonestly; or**
5. **violate [Texas Occupations Code, Title 7, Chapter 1101 \(Real Estate Brokers and Sales Agents\)](#).**

**ELECTION**

By signing this notice, I/we elect the following (*check only one*):

**to have** an Intermediary agency relationship with eXp Realty, by and through the eXp Realty agent listed below.

**not to have** an Intermediary agency relationship with eXp Realty.

**ACKNOWLEDGMENT OF NOTICE**

By signing this notice, I/we acknowledge that this notice is being supplied by eXp Realty, and, as necessary, shall be deemed to amend, and constitute a part of the Buyer Representation Agreement or Listing Agreement (as applicable) to which it is appended. If there is any conflict between the terms in this notice, and the terms in the respective Buyer Representation Agreement or Listing Agreement, then the terms in this notice shall govern and control. By signing this notice, I/we further acknowledge that the source of any expected compensation to eXp Realty shall be as provided in my/our Buyer Representation Agreement or Listing Agreement.

<b>Client 1:</b>	<u>Tonya Coindreau</u> (Signature)	<u>Tonya Coindreau</u> (Typed/Print Name)	<u>03/14/2026</u> (Date)
	<u>979.203.503</u> (Telephone)	<u>Tonya.Coindreau@exprealty.com</u> (E-mail)	

<b>Client 2:</b>	<u>Ronald L Coindreau</u> (Signature)	<u>Ronald L Coindreau</u> (Typed/Print Name)	<u>03/14/2026</u> (Date)
	<u>979.347.0018</u> (Telephone)	<u>RCoindreau243@gmail.com</u> (E-mail)	

**To be completed by either Managing Broker or Agent:**

<b>eXp Realty:</b>	<u>Tonya Coindreau</u> (Signature)	<u>Tonya Coindreau</u> (Typed/Printed Name)	<u>03/14/2026</u> (Date)
	<u>979.203.5038</u> (Telephone)	<u>Tonya.Coindreau@exprealty.com</u> (E-mail)	<u>732362</u> (License No.)

If you have elected to have an Intermediary agency relationship with eXp Realty, then by its/their signature, above, eXp Realty and its appointed agent (if applicable) agree(s) to act as your Intermediary.

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