- (2) THE AGENT <u>LICENSEE</u> HAS MADE THE NECESSARY DISCLOSURE AND OBTAINED CONSENT AS REQUIRED BY \$ 17 -530(D).
- (G) BEFORE THE AGENT LICENSEE MAY PRESENT AN OFFER TO PURCHASE OR LEASE OR NEGOTIATE THE PURCHASE OR LEASE OF REAL ESTATE, THE PRESUMED BUYER'S OR LESSEE'S AGENCY MUST BE TERMINATED AND THE BUYER OR LESSEE AND THE AGENT LICENSEE SHALL ENTER INTO A WRITTEN AGENCY ACREEMENT TO HAVE BROKERAGE AGREEMENT FOR THAT AGENT LICENSEE TO ACT AS AN EXCLUSIVE BUYER'S OR LESSEE'S AGENT OR AS AN INTRA-COMPANY AGENT FOR THE BUYER OR LESSEE.
- (H) THE <u>LICENSEE ACTING AS THE</u> PRESUMED BUYER'S OR LESSEE'S AGENT HAS THE STANDARD DUTIES OF A BUYER'S OR LESSEE'S AGENT, AS REQUIRED BY § 17-524 OF THIS SUBTITLE AND AS STATED IN THE REQUIRED DISCLOSURE FORM UNDER § 17-522 OF THIS SUBTITLE SHALL COMPLY WITH § 17-532 OF THIS SUBTITLE AND HAS THE DUTIES STATED IN THE REQUIRED DISCLOSURE FORM UNDER § 17-530 OF THIS SUBTITLE.
- (I) AT THE FIRST MEETING OF THE AGENT LICENSEE AND THE BUYER OR LESSEE, THE AGENT LICENSEE SHALL:
- (1) ORALLY ADVISE THE PROSPECTIVE BUYER OR LESSEE THAT THE AGENT LICENSEE WILL ACT AS THE BUYER'S OR LESSEE'S AGENT IN LOCATING RESIDENTIAL REAL ESTATE UNLESS THE BUYER OR LESSEE DECLINES THE AGENCY; AND
- (2) PROVIDE THE PROSPECTIVE BUYER OR LESSEE WITH A COPY OF THE DISCLOSURE FORM REQUIRED BY \$-17-532 \$-17-530 OF THIS SUBTITLE, BUT THE ACENT <u>LICENSEE</u> IS NOT REQUIRED TO OBTAIN THE SIGNATURE OF THE BUYER OR LESSEE BEFORE OR DURING THE PRESUMED AGENCY RELATIONSHIP.
- (J) AN AGENT A LICENSEE ACTING AS A PRESUMED BUYER'S AGENT SHALL ORALLY DISCLOSE THAT FACT TO THE SELLER OR LESSOR OR THE LICENSEE ACTING AS THE AGENT OF THE SELLER OR LESSOR AT THEIR FIRST CONTACT.

## <del>17 536.</del> <u>17-534.</u>

- (A) EXCEPT AS PROVIDED IN  $\S$  17–535  $\S$  17–533 OF THIS SUBTITLE, A BROKERAGE RELATIONSHIP COMMENCES AT THE TIME THAT A CLIENT ENTERS INTO A BROKERAGE AGREEMENT AND SHALL CONTINUE UNTIL:
- $_{\rm (1)}$   $\,$  The completion of performance in accordance with the brokerage agreement; or

## (2) THE EARLIER OF:

- (I) ANY DATE OF EXPIRATION AS AGREED ON BY THE PARTIES IN THE BROKERAGE AGREEMENT OR IN ANY AMENDMENTS TO THE BROKERAGE AGREEMENT:
- (II) ANY MUTUALLY AGREED ON TERMINATION OF THE BROKERAGE RELATIONSHIP;