



### DUAL AGENCY CONSENT AGREEMENT

This Dual Agency Consent Agreement is part of :

- Buyer Agency Agreement dated, \_\_\_\_\_ ;
- Listing Agreement, dated \_\_\_\_\_ , between the Broker named below and its sales agents ("Broker") and the undersigned buyer or seller "Principal".
- Agreement of Sale, dated \_\_\_\_\_ , between the undersigned buyer and seller.

Buyer is interested in viewing any property which meets buyer's needs, including those which may be listed by Broker named below. Seller is interested in marketing seller's property to any prospective buyer, including buyers who have an agency relationship with Broker. The undersigned Principal(s) acknowledge that:

1. A Real Estate Broker, when acting for one Principal, has Fiduciary duties that include undivided loyalty, confidentiality, and full disclosure, but only to one Principal.
2. Dual Agency creates a conflict of interest because the Broker's Fiduciary duties of confidentiality, full disclosure, and loyalty to one party conflict with those same duties to the other.
3. A Real Estate Broker can however be the Dual Agent of both seller and buyer in the same transaction, but only with the knowledge and written consent of seller, buyer, and the Broker.
4. Principal(s) understand(s) that Dual Agency can create conflicts of interest; therefore, Broker will not represent the interest of one party to the exclusion or detriment of the interests of the other party.

Principal(s) and Broker agree that because Broker represents both parties, Broker will endeavor to be impartial as between seller and buyer. Principal(s) and Broker now agree to modify Broker's Fiduciary duties so that Broker may act as a disclosed Dual Agent as described in this Agreement. Principal(s) consent to and waive all claims now or hereafter arising out of or pertaining to any such conflicts of interest, or for alleged breach of Fiduciary duty from the creation of this Dual Agency relationship.

#### WHAT THE DUAL AGENT CAN DO FOR SELLERS AND BUYERS:

- Treat Seller and Buyer with honesty.
- Provide helpful information about Property to Buyer.
- Respond accurately to questions about Property.
- Disclose all known material facts about Property.
- Explain real estate terms and procedures.
- Assist Buyer in arranging for property inspections.
- Assist Buyer with financing options.
- Provide information about comparable properties including a Comparative Market Analysis.
- Assist with the preparation of the Agreement of Sale.
- Provide advice about the types of experts who are available.

#### WHAT THE DUAL AGENT CANNOT DO FOR SELLERS AND BUYERS:

- Disclose confidential information without permission.
- Disclose material information about the other party, unless the disclosure is required by law, or unless failure to disclose would constitute fraud or dishonest dealing.
- Disclose that Buyer will pay a price or agree to terms other those contained in the offer, or that Seller will accept a price or terms other than those contained in the listing or Seller's offer.
- Disclose the motivation of the Buyer to buy or the Seller to sell.

**Broker and Seller understand and agree that if provided in the listing or Buyer Agency Agreement as applicable, Broker shall have the right to collect a commission or fee from Seller or Buyer or both, however, if a commission or fee is to be collected from more than one party it shall be disclosed to Buyer, Seller and all Brokers.**

Both parties are advised to seek competent legal and tax advice with regard to this transaction, and with regard to all documents executed in connection with this transaction, including this Dual Agency Consent Agreement.

Seller and buyer recognize and agree that this document does not replace those documents signed earlier, i.e., the Buyer Agency Agreement and the Listing Agreement. However, in any areas where this document contradicts or conflicts with those documents, the Dual Agency Agreement shall control.

