

REAL ESTATE DUAL/DESIGNATED AGENCY CONSENT AGREEMENT

Property Address:	
Seller(s) or Landlord(s):	
Buyer(s) or Tenant(s):	

(1) This Dual Agency Consent Agreement is an addendum to and make part of (check all that apply):

() Listing Agreement dated _____ between brokerage firm and seller or landlord.

() Buyer or tenant agency agreement dated _____ between brokerage firm and buyer or tenant.

(2) Seller and buyer (or landlord and tenant, as the case may be) hereby acknowledge and agree that _____ (name of brokerage firm) is representing both buyer and seller (or landlord and tenant, as the case may be) in the purchase and sale (or lease) of the above referenced property and that brokerage firm has been and is now the agent of both seller and buyer (or landlord and tenant, as the case may be). Seller and buyer (or landlord and tenant, as the case may be) have both consented to and hereby confirm their consent to this dual representation.

(3) Seller and buyer (or landlord and tenant, as the case may be) agree:

(A) The brokerage firm shall not be required to and shall not disclose to either buyer or seller (or landlord or tenant, as the case may be) any personal, financial or other confidential information to such other party without the express written consent of the party whose information is disclosed, other than information related to material property defects which are known to the brokerage firm and other information the brokerage firm is required to disclose by law.

(B) The brokerage firm may not disclose:

(i) To the buyer that the seller (landlord) will accept less than the asking or listed price, unless otherwise instructed to do so in writing by the seller (landlord);

(ii) to the seller (landlord) that the buyer (tenant) can or will pay a price greater than the price submitted in a written offer to the seller (landlord), unless otherwise instructed to do so in writing by the buyer (tenant);

(iii) the motivation of the seller or buyer (or landlord or tenant, as the case may be) for selling, buying or leasing property, unless otherwise instructed in writing by the respective party; or

(iv) that a seller or buyer will agree to financing terms other than those offered, unless instructed in writing by the respective party.

(4) Property information available through the multiple listing service or otherwise, including listed and sold properties, which has been requested by either the seller or the buyer (or landlord or tenant, as the case may be) shall be disclosed to both seller and buyer (or landlord and tenant, as the case may be).

(5) 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.

I have read and understand the above agreement.

Name of Buyer (Tenant) Signature Date

Name of Seller (Landlord) Signature Date

Name of Brokerage Firm Name of Authorized Representative

Signature of Authorized Representative Date

Appointment of Designated Agent

Designated agency means the appointment by the brokerage firm of one broker or salesperson (referred to as agent) affiliated with or employed by the brokerage firm to solely represent buyer (tenant) as a designated buyer's agent and appoint another to solely represent seller (landlord) as a designated seller's agent in this transaction.

A designated buyer's agent and designated seller's agent owe the party for whom they have been appointed undivided fiduciary obligations, such as loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality, and accountability. **The designated agent is not deemed to be a dual agent**, and thus does not owe fiduciary duties to the other party. A designated agent may use confidential information obtained about the other party while a designated agent for the benefit of the party for whom they have been appointed, however, information obtained before the designation is still confidential. In the case of designated agency, the brokerage firm is still considered a dual agent.

Buyer and seller (or landlord and tenant) understand designated agency and have agreed to the appointment of designated agents.

If designated agency has been agreed to, the following designated agents have been appointed:

_____ has been designated to solely represent buyer (tenant) as a designated buyer agent.

_____ has been designated to solely represent seller (landlord) as a designated seller agent.

Appointing broker/authorized agent: _____

Date: _____

Acknowledgment of buyer (tenant)

Acknowledgement of seller (landlord)

Signature(s)

Date

Signatures(s)

Date

Print name(s)

Print name(s)