

REAL ESTATE DUAL/DESIGNATED AGENCY CONSENT AGREEMENT

Property Address:	Address of the property per the town card and deed.
Seller(s) or Landlord(s):	Full name of the seller(s) or landlord(s) per the town card and deed.
Buyer(s) or Tenant(s):	Full legal name of the buyer(s) or tenant(s).

(1) This Dual Agency Consent Agreement is an addendum () apply):

Type in the date effective date of the listing, not the active date on the MLS if the listing went live at a time after the effective date such as coming soon, temp, or withheld status.

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

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

Type in the effective date of the representation agreement with the buyer or tenant.

(2) Seller and buyer (or landlord and tenant, as the case may be) hereby

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 _____ now the agent of both 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.

Type in the name of the brokerage firm, not the name of the agent.

(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.

In the signature section have the buyer(s)/tenant(s) and seller(s)/landlord(s) sign and date. It is best practice to also write/type their names under the signature line of everyone. Then for the broker sections, type in the full name of the brokerage firm then type in the name of the agent in the appropriate section. The agent will sign and date.

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.

Full name of the respective agent for the buyer(s) or tenant(s).

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.

Full name of the respective agent for the seller(s) or landlord(s).

_____ 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

The buyer(s)/tenant(s) sign and date then on the next set of double lines type or print their names.

Signatures(s)

Date

The seller(s)/landlord(s) sign and date then on the next set of double lines type or print their names.

Print name(s)

Print name(s)