



DISCLOSURE AND CONSENT TO DUAL AGENT DESIGNATED AGENCY



This document serves three purposes:

- ⌘ It discloses that a real estate licensee may potentially act as a disclosed dual agent who represents more than one party to the transaction.
- ⌘ It explains the concept of disclosed dual agency.
- ⌘ It seeks your consent to allow the real estate agent to act as a disclosed dual agent.

A LICENSEE MAY LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS DOCUMENT, YOUR CONSENT TO DUAL AGENCY REPRESENTATION IS PRESUMED. BEFORE SIGNING THIS DOCUMENT, PLEASE READ THE FOLLOWING:

The undersigned designated agent(s) _____
(Insert name(s) of licensee(s) undertaking dual representation)
 and any subsequent designated agent(s) may undertake a dual representation represent both the buyer (or lessee) and the seller (or lessor) for the sale or lease of property described as _____
(List address of property, if known)

The undersigned buyer (or lessee) and seller (or lessor) acknowledge that they were informed of the possibility of this type of representation. The licensee(s) will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. The undersigned buyer (or lessee) and seller (or lessor) acknowledge that the licensee(s) has explained the implications of dual representation, including the risks involved. The undersigned buyer (or lessee) and seller (or lessor) acknowledge that they have been advised to seek independent advice from their advisors or attorneys before signing any documents in this transaction.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

- ⌘ Treat all clients honestly.
- ⌘ Provide information about the property to the buyer (or lessee).
- ⌘ Disclose all latent material defects in the property that are known to the licensee(s).
- ⌘ Disclose financial qualifications of the buyer (or lessee) to the seller (or lessor).
- ⌘ Explain real estate terms.
- ⌘ Help the buyer (or lessee) to arrange for property inspections.
- ⌘ Explain closing costs and procedures.
- ⌘ Help the buyer compare financing alternatives.
- ⌘ Provide information about comparable properties that have sold so that both clients may make educated decisions on what price to accept or offer.

WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

- ⌘ Confidential information that the licensee may know about the clients, without that client's permission.
- ⌘ The price the seller (or lessor) will take other than the listing price without permission of the seller (or lessor).
- ⌘ The price the buyer (or lessee) is willing to pay without permission of the buyer (or lessee).

You are not required to sign this document unless you want to allow the licensee(s) to proceed as a dual agent(s), representing BOTH the buyer (or lessee) and the seller (or lessor) in this transaction. If you do not want the licensee(s) to proceed as a dual agent(s) and do not want to sign this document, please inform the licensee(s).

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the licensee(s) acting as a dual agent(s), representing BOTH the buyer (or lessee) and the seller (or lessor) should that become necessary.

Buyer or Lessee

Seller or Lessor

Date

Date

Buyer or Lessee

Seller or Lessor

Date

Date

Licensee

Licensee

Date

Date