

DISCLOSURE AND CONSENT TO DUAL AGENT / DESIGNATED AGENCY

This form serves three main functions:

1. To notify you that a real estate licensee may serve as a disclosed dual agent, representing more than one party in the same transaction.
2. To describe what disclosed dual agency means.
3. To request your authorization for the licensee to act in this capacity.

A licensee may act as a dual agent only with your permission. By signing this form, you agree to dual agency representation. Please read all the information below carefully before making your decision.

The designated agent(s) named here: _____

(Insert the name(s) of the licensee(s) providing dual representation)

And any future designated agent(s) may represent both the buyer (or tenant) and the seller (or landlord) in the sale or lease of the property located at:

(Provide property address, if available)

Both the buyer (or tenant) and the seller (or landlord) acknowledge that they have been informed about the possibility of this type of representation. The licensee(s) will move forward only if all parties involved provide written consent.

It is understood that any agreement regarding price or other terms will be the result of direct negotiations between the clients, each acting in their own best interests. The buyer (or tenant) and the seller (or landlord) confirm that the licensee(s) have explained the nature of dual agency along with its potential risks. Each party is advised to obtain independent legal or professional guidance before signing any transaction documents.

When Acting as a Dual Agent, the Licensee May:

- Treat every client with fairness and honesty.
- Provide property details to the buyer (or tenant).
- Disclose any known hidden material defects in the property.
- Share the buyer's (or tenant's) financial qualifications with the seller (or landlord).
- Clarify real estate terms.
- Assist the buyer (or tenant) with scheduling property inspections.
- Outline closing costs and related procedures.
- Help the buyer compare financing options.
- Offer data on recent comparable sales so both parties can make informed decisions.

When Acting as a Dual Agent, the Licensee May Not Disclose:

- Confidential information about a client may not be shared without that client's permission.
- The minimum price a seller (or landlord) is willing to accept cannot be disclosed unless the seller authorizes it.
- The maximum price a buyer (or tenant) is prepared to offer cannot be disclosed unless the buyer authorizes it.

Completing this form is entirely voluntary. By signing, you authorize the licensee(s) to act for both parties in the transaction if such a situation occurs. If you choose not to allow this, simply inform the licensee(s) and do not sign the form.

Your signature below confirms that you have read and understood this disclosure, and that you freely consent to the licensee(s) serving as a dual agent for both the buyer (or tenant) and the seller (or landlord), if required.

Buyer / Tenant

Date

Buyer / Tenant

Date

Licensee

Date

Seller / Landlord

Date

Seller / Landlord

Date

Licensee

Date