

# **Consent for Dual Agency**

(In this form, the word "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease")

# When Dual Agency May Occur

The possibility of Dual Agency arises when:

- 1) The buyer is interested in a property listed by a real estate broker; and
- 2) The seller's agent and the buyer's agent are affiliated with the same real estate broker.

# Important Considerations Before Making a Decision About Dual Agency

A broker acting as a dual agent does not exclusively represent either the seller or buyer; there may be a conflict of interest because the interests of the seller and buyer may be different or adverse. As a dual agent, the real estate broker does not owe undivided loyalty to either the seller or buyer.

Before the buyer and seller can proceed to be represented by a broker acting as a dual agent, they must both sign Consent for Dual Agency. If the <u>buyer</u> has previously signed Consent for Dual Agency, the buyer must **affirm** the buyer's consent for the purchase of a particular property before an offer to purchase is presented to the seller. If the <u>seller</u> has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The **affirmation** is contained on Page 2 of this form.

#### **Your Choices Concerning Dual Agency**

In a possible dual agency situation, the buyer and seller have the following options:

- 1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") will assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as an exclusive seller's or buyer's agent, including advising their clients as to price and negotiation strategy.
- 2. **Refuse to consent to dual agency. If either party refuses to consent in writing to dual agency**, the real estate broker must terminate the brokerage relationship for that particular property with the buyer, the seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer's agreement is terminated, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different company.

# **Duties of a Dual Agent and Intra-Company Agent**

Like other agents, unless the client gives consent to disclose the information, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations. For example, without written consent of the client, a dual agent or intra-company agent may not disclose to the other party, or the other party's agent:

- Anything the client asks to be kept confidential; \* 1)
- That the seller would accept a lower price or other terms; 2)
- That the buyer would accept a higher price or other terms; 3)
- The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or 4)
- Anything that relates to the negotiating strategy of a party. 5)
- Dual agents and intra-company agents must disclose material facts about a property to all parties.

# **How Dual Agents Are Paid**

Only the broker receives compensation on the sale of a property listed by that broker.

If a financial bonus is offered to an agent who sells property that is listed with his/her broker, this fact must be disclosed in writing to both the buyer and seller

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Consent for Dual Agency I have read the above information have to consent to a dual agency a withdraw the consent at any time of	and that if I <b>refuse</b> to	consent, there will not be a du	ual agency; and that I may
		act as a Du	al Agent for me as the
(Firr	n Name)		
Seller in the sale of the prop	erty at:		·
Buyer in the purchase of a p	property listed for sale	with the above-referenced bro	oker.
Signature	Date	Signature	Date
<ul> <li>AFFIRMATION OF PRIOD</li> <li>The undersigned Buyer(s) here</li> </ul>			ng property:
Property Address			
Signature	Date	Signature	Date
• The undersigned <b>Seller(s)</b> here	by affirm(s) consent	to dual agency for the Buyer(s	) identified below:
Name(s) of Buyer(s)			
Signature	Date 2 o	Signature <b>6.2</b>	Date  Rev. 1/2011

Rev. 1/2011