

Rooster Ag' Realty

DISCLOSURE AND CONSENT TO DUAL AGENCY (DESIGNATED AGENCY)

NOTE TO CONSUMER: THIS DOCUMENT SERVES THREE PURPOSES.

FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION.

SECOND, THIS DOCUMENT SEEKS YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT. A LICENSEE MAY LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT.

THIRD, BY CHOOSING TO SIGN THIS DOCUMENT, YOUR CONSENT TO DUAL AGENCY REPRESENTATION IS PRESUMED.

The undersigned _____
(insert name(s) of licensee undertaking dual representation)

("Licensee"), the designated agent and any subsequent designated agent(s) may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property: _____

(list the address of property if known)

The undersigned acknowledge they were informed of the possibility of this type of representation and acknowledge that before signing this document they read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice, and the clients' respective interests may be adverse to each other. Licensee will undertake this representation only with 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 act in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved and understand that you have been advised to seek independent advice from you advisors or attorneys before signing any documents in this transaction.

What a Licensee Can Do For Clients When Acting as a Dual Agent:

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are know to the Licensee.
4. Disclose financial qualification of the buyer or tenant to the seller or landlord.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have been sold or leased so 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:

1. Confidential information that Licensee may know about the clients without that clients permission.
2. The price the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price the buyer or tenant is willing to pay without permission of the buyers or tenant.
4. A recommended or suggested price the buyer or tenant should offer.
5. A recommended or suggested price the seller or landlord should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

CLIENT: _____ CLIENT: _____ LICENSEE: _____

DATE: _____ DATE: _____ DATE: _____