CONSENT TO DUAL AGENCY
(Note: Some states require a specific form. Please check local requirements)

In reference to the real property commonly known as _____

_____

The Broker in this transaction, _____
together with associated salespersons, collectively referred to as Broker, is hereby authorized by Seller and Buyer to assist both of them in this transaction in a dual agency capacity. The law recognizes the legality of dual representation provided that both parties knowingly give their consent.

Seller and Buyer understand that this dual agency relationship may create certain conflicts of interest, and that Broker cannot represent the interests of one party to the exclusion or detriment of the interests of the other party. Both parties are advised to seek competent legal advice with regard to this transaction and all documents involved.

The parties understand, and the Broker acknowledges, that Broker will act as facilitator or intermediary and will endeavor to be impartial between Seller and Buyer. Broker has an obligation to act honestly and fairly in dealings with both Seller and Buyer. Except as expressly provided below, Broker in his or her capacity as a dual agent, will disclose to both Seller and Buyer: (a) all known defects in the property; (b) any matter that must be disclosed by law; (c) all known reports regarding the condition of the property; and (d) any other information which Broker believes is material or might affect Seller's or Buyer's decisions with respect to this transaction.

The parties acknowledge that Broker has not disclosed and agrees not to disclose:

(a) To Buyer information about what price or terms Seller will accept other than the listed price or terms, without the express written permission of the Seller;

(b) To Seller information about what price or terms Buyer will offer other than those offered in writing by Buyer, without the express written permission of the Buyer;

(c) Any information of a confidential nature which could harm one party's bargaining position or benefit the other's.

Both parties understand and agree that Broker has the right to receive a commission as agreed upon in the listing agreement between Seller and Broker, and that Broker will not receive any compensation from Buyer unless this is disclosed and consented to by Seller. In view of Broker's dual agency relationship, the parties understand they have the responsibility of making their own decisions with respect to the terms to be included in their agreement. The parties understand the implications of Broker's dual agency role as facilitator or intermediary, rather than that of advocate and exclusive representative, and have determined the benefits of entering into this transaction with Broker acting as a dual agent outweigh said implications.

With the above understanding, Seller and Buyer both consent to Broker's dual agency capacity and hereby waive any claims arising out of any conflicts of interest, or for breach of fiduciary duty arising from said dual agency role.

Seller and Buyer understand this document does not supercede prior agreements entered into with the Broker, such as a Buyer/Broker representation agreement signed by Buyer, or a listing agreement signed by Seller. In case of conflict, the provisions of this CONSENT TO DUAL AGENCY will prevail.

The parties acknowledge that they have thoroughly read and understand this consent and received a copy on the date indicated below.

_____	_____	_____	_____
Buyer	Date	Seller	Date
_____	_____	_____	_____
Buyer	Date	Seller	Date

Broker (print) _____

By (Agent) _____

Rev. by _____

Date _____

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