

LIMITED CONSENSUAL DUAL AGENCY AGREEMENT



THIS AGREEMENT is entered into among _____ ("Seller(s)"), _____ ("Buyer(s)") regarding the property located at _____ ("Property") and _____ and its agent(s) (individually and collectively "Broker").

Seller and Buyer acknowledge and agree that Broker represents both Seller and Buyer and is the Agent of both Seller and Buyer in this transaction concerning the Property. Seller and Buyer consent to this dual agency representation and agree to the type of representation it provides.

1. BROKER'S ROLE:

A) Since Broker is acting as agent for both Seller and Buyer, Broker will make every effort to remain impartial between the parties. Seller and Buyer acknowledge that prior to the time this agreement was entered into, Broker acted as the exclusive agent of Seller and as the exclusive agent of Buyer, and in those separate roles may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information. Seller and Buyer agree that Broker shall not be liable to either party for refusing or failing to disclose information which in the sole discretion of Broker could compromise one party's bargaining position, but could benefit the other party.

B) Broker agrees not to disclose to Buyer information about what price Seller will accept other than the listing price and will not disclose to Seller what price Buyer will pay other than any written offered price.

C) In the event that Seller and Buyer do not enter into a written purchase agreement or in the event that the sale between Seller and Buyer does not close as required in such agreement, Broker may terminate its dual agency role and this agreement by giving written notice to Seller and Buyer.

11. SELLER/BUYER ROLES:

A) Seller and Buyer understand that because of Broker's dual agency relationship, they have the responsibility of making their own decisions about the terms and conditions to be included in the purchase agreement. Seller and Buyer are also fully aware of the implications of working with Broker in a dual agency role rather than as an advocate or exclusive representative.

B) Seller and Buyer are advised to seek legal counsel at any time during the transaction.

C) Seller and Buyer acknowledge that limited consensual dual agency can create conflicts of interest, that Broker will not represent the interest of one party to the exclusion or detriment of the interest of the other party, and that Broker's ability to represent either party fully and exclusively is limited. Seller and Buyer indemnify and hold harmless Broker against any and all claims, damages, losses, expenses and liabilities, including without limitation attorneys fees and expenses, arising from this limited dual agency relationship, and waive all claims of conflict of interest or breach of fiduciary duties.

111. EFFECT OF AGREEMENT:

A) A brokers right to share in the commission payable by a party to an agreement will not be affected by the Broker's limited dual agency role. A party's responsibility for payment of the commission is determined by the listing agreement executed by Seller and the buyer agency agreement executed by the Buyer.

B) Seller and Buyer acknowledge that this agreement does not replace any listing agreement between Seller and Broker or any buyer agency agreement between Broker and Buyer; however, in the event that the terms of either of said agreements shall contradict or conflict with this limited consensual dual agency agreement, the provisions of this agreement shall control.

The undersigned have read, understand and agree to the provisions of this Limited Consensual Dual Agency Agreement.

Seller and Buyer signature lines with DATE labels for SELLER, BUYER, LISTING AGENT, and SELLING AGENT.