



NEW JERSEY REALTORS® STANDARD FORM OF
INFORMED CONSENT TO DUAL AGENCY
(SELLER)

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PROPERTY ADDRESS: _____

1 This Agreement evidences Seller's consent that the Brokerage Firm, as Seller's Agent, may act as a Disclosed Dual Agent in order to
2 represent both Seller and Buyer in the same real estate transaction, and seeks Seller's consent to allow Seller's Agent to act as a Disclosed
3 Dual Agent when the opportunity arises. Seller should be aware that a real estate licensee may legally act as a Disclosed Dual Agent only
4 with Seller's and Buyer's informed written consent.

5
6 Seller understands that Disclosed Dual Agency (representing more than one party to a transaction) has the potential of creating a conflict
7 of interest in that both Seller and Buyer may intend to rely on the Seller's Agent's advice, and their respective interests may be adverse to
8 each other. Therefore, when acting as a Disclosed Dual Agent, Seller's Agent will not represent the interests of Buyer to the exclusion or
9 detriment of the interests of a Seller; nor will Seller's Agent represent the interests of Seller to the exclusion and detriment of the interests
10 of Buyer.

11
12 As a Disclosed Dual Agent of both the Seller and the Buyer, Seller's Agent will be working equally for both parties to the real estate
13 transaction and will provide services to complete the transaction **without** the full range of fiduciary duties ordinarily owed by an agent
14 who represents Seller alone, or the Buyer alone. In the preparation of offers and counteroffers between Seller and Buyer, Seller's Agent
15 will act only as an intermediary to facilitate the transaction rather than as an active negotiator representing either the Seller or Buyer in a
16 fiduciary capacity. By consenting to this dual agency, Seller is giving up the right to undivided loyalty and will be owed only limited duties
17 of disclosure by the Seller's Agent.

18
19 For example, Seller acknowledges that Seller's Agent, as a Disclosed Dual Agent, is not permitted, under law, to disclose to either Seller or
20 Buyer any confidential information which has been, or will be communicated to Seller's Agent by either of the parties to the transaction.
21 Moreover, Seller's Agent is not permitted to disclose (without the express written permission of the Seller) to the Buyer that such Seller
22 will accept a price less than the full listing price. Nor will Seller's Agent disclose (without the express written permission of the Buyer) to
23 the Seller that Buyer will pay a sum greater than the price offered by Buyer. It is also impermissible for Seller's Agent to advise or counsel
24 either the Seller or Buyer on how to gain an advantage at the expense of the other party on the basis of confidential information obtained
25 from or about the other party.

26
27 Seller acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships.

28
29 I, _____ AS AN AUTHORIZED REPRESENTATIVE OF
30 (Name of Licensee)
31 _____ INTEND, AS OF THIS TIME, TO WORK WITH
32 (Name of Firm)
33 YOU (SELLER) AS A SELLER'S AGENT AND DISCLOSED DUAL AGENT IF THE OPPORTUNITY ARISES.

34
35 **If Seller does not understand all of the provisions of this Informed Consent to Dual Agency, legal advice should be sought**
36 **before signing.**

37
38 By signing below, Seller acknowledges that Seller has read and understood this Informed Consent to Dual Agency and gives consent to
39 Seller's Agent to act as a Disclosed Dual Agent.

40
41

42 SELLER'S SIGNATURE

43 BROKERAGE FIRM

44
45

46 SELLER'S SIGNATURE

47 ADDRESS

48 CITY, STATE, ZIP CODE

49
50
51 _____
DATE

SALESPERSON'S SIGNATURE

