



DUAL AGENCY AGREEMENT

This agreement dated \_\_\_\_\_ is entered into among \_\_\_\_\_ (“Seller”) and \_\_\_\_\_ (“Buyer”) and A Home For Sale Realty (“Broker”) regarding the Property located at \_\_\_\_\_ (“Property”).

The work “Seller” includes all owners whose signature appears on the previously executed listing agreement and/or the purchase and sale agreement. The word “Buyer” includes all buyers whose signatures appear on any previously executed buyer agency agreement and/or the purchase and sale agreement. The work “Broker” includes A Home For Sale Realty, Sales Associates and any authorized agent or sub agent thereof.

The parties agree that this agreement supersedes any agency agreements previously entered into between the Seller and the Broker or between the Buyer and the Broker. The Seller and the Buyer agree that the Broker shall act as both the Seller’s Agent and the Buyer’s Agent in the sale of the Seller’s Property to the Buyer. The Seller will pay the Broker a commission of \$\_\_\_\_\_. The Buyer will pay the Broker a commission of \$\_\_\_\_\_.

**The Broker’s Dual Agency Role:** Because the Broker is acting for both the Seller and the Buyer in this transaction, the Broker shall remain impartial to the Seller and the Buyer. The Seller and the Buyer acknowledge that, prior to the time this agreement was entered into, the Broker may have acted as an agent of the Seller and may have acted as an agent of the Buyer and in those separate roles may have obtained information, which, if disclosed, would harm the bargaining position of the party providing that information to the Broker. The Seller and the Buyer agree that the Broker shall not be liable to either party for failing to disclose any information which in the sole discretion of the Broker would harm one party’s bargaining position but would benefit the other party. Nothing contained herein shall prevent the Broker from disclosing to the Buyer any known defects in the property. The Broker agrees not to disclose (a) to the Buyer information about what price the Seller will accept other than the listing price, or (b) to the Seller information about what price the Buyer will pay other than any written offered price. In the event that the Seller and Buyer do not enter into an agreement for the purchase and sale of the Seller’s Property to the Buyer, or in the event that the purchase and sale provided for in a purchase and sale agreement between the Seller and Buyer does not close in accordance with the purchase and sale agreement, the Broker may terminate its dual agency role and the Agreement by mailing written notice to the Seller and Buyer.

**The Seller’s and the Buyer’s Roles:** Because of the Broker’s dual agency relationship, the Seller and the Buyer acknowledge that they understand that they have the responsibility of making their own decisions as to what terms are to be included in any purchase and sale agreement between them. The Seller and Buyer also acknowledge that they are aware of the implications of the Broker’s dual agency role, and that they have determined that the benefits of entering into a transaction between them with the Broker acting as agent for them both outweigh those implications. The Seller and the Buyer understand that they may seek independent legal counsel in order to assist them with any matter relating to a purchase and sale agreement or to the transaction which is the subject matter of a purchase and sale agreement. The Seller and the Buyer agree to indemnify and hold the Broker harmless against all claims, damages, losses, expenses or liabilities arising from the Broker’s role as a dual agent. The Seller and the Buyer shall have a duty to protect their own interests and should read this Agreement and any purchase and sale agreement carefully to insure that they accurately set forth the terms which they want included in said agreements.

**Earnest Money Deposit and Disbursal:** In the event that the Seller and the Buyer enter into a purchase and sale agreement regarding the Property and that the Buyer pays earnest money to the Broker pursuant to that agreement, then the Broker shall hold the earnest money pursuant to the terms of that agreement. If any dispute arises between the Buyer and the Seller as to the final disposition of all or part of that earnest money, the Seller and the Buyer agree that, because the Broker is acting as the agent of both the Seller and the Buyer, the Broker shall notify the Buyer and the Seller in writing that the Broker is unable to resolve such dispute and shall interplead all or any disputed part of the earnest money in court. The Broker shall be entitled to be compensated by the party who does not prevail in the Interpleader action for its costs and expenses, including reasonable attorney’s fees incurred in filing Interpleader.

ONE OF THE POSSIBLE EFFECTS OF DUAL REPRESENTATION IS THAT BY CONSENTING TO THE DUAL AGENCY RELATIONSHIP THE BUYER AND SELLER ARE GIVING UP THEIR RIGHT TO UNDIVIDED LOYALTY. A BUYER OR SELLER SHOULD CAREFULLY CONSIDER THE POSSIBLE CONSEQUENCES OF A DUAL AGENCY RELATIONSHIP, YOU MAY WISH TO CONSULT AN ATTORNEY BEFORE AGREEING TO SUCH REPRESENTATION.

BUYER \_\_\_\_\_ Date \_\_\_\_\_ SELLER \_\_\_\_\_ Date \_\_\_\_\_  
BROKER: \_\_\_\_\_ DATE: \_\_\_\_\_