

**DUAL AGENCY INFORMED CONSENT AGREEMENT**  
**New Hampshire Association of REALTORS® Standard Form**



1. This AGREEMENT is entered into among \_\_\_\_\_ Bob Buyer \_\_\_\_\_ (“**BUYER**”), whose principal address is: \_\_\_\_\_ 123 Main Street, Anywhere, NH \_\_\_\_\_ and \_\_\_\_\_ Sam Seller \_\_\_\_\_ (“**SELLER**”) whose principal address is: \_\_\_\_\_ 205 West Street, Anywhere, NH \_\_\_\_\_ and \_\_\_\_\_ ABC REALTY \_\_\_\_\_ (“**AGENCY**”) whose principal address is: \_\_\_\_\_ 502 Main Street \_\_\_\_\_ and is specific to the property owned by **SELLER** at: \_\_\_\_\_ 56 Bob Street \_\_\_\_\_ (“**PROPERTY**”). **BUYER** and **SELLER** agree that **AGENCY** shall act as a Dual Agent in the sale of **PROPERTY** to **BUYER** and hereby confirm their informed consent to this dual representation for the **PROPERTY**.

2. **DUAL AGENT'S ROLE.** Because Dual Agent is acting as agent for both **BUYER** and **SELLER** in this transaction, Dual Agent shall make every reasonable effort to remain impartial to **BUYER** and **SELLER**. **SELLER** and **BUYER** acknowledge that, prior to the time this Agreement was entered into, **AGENCY** has acted as the exclusive agent of both parties individually and in those separate roles may have obtained information which, if disclosed could harm the bargaining position of the party providing such information to Dual Agent. Unless specific disclosure is required by law or consented to in writing, **BUYER** and **SELLER** agree that Dual Agent shall not be liable to either party for refusing or failing to disclose Confidential Information. “Confidential Information” includes, but is not limited to: 1) the **BUYER'S** and **SELLER'S** personal motivation for buying or selling; 2) the amount of any prior offers or counteroffers by **BUYER** or **SELLER**; 3) that **BUYER** is willing to pay more than the amount offered, or that **SELLER** is willing to accept less than the asking price. Nothing contained in this Agreement shall prevent Dual Agent from disclosing to **BUYER** any known pertinent information about the **PROPERTY** or any other matter that must be disclosed by law. In the event that a purchase and sale provided for in this Agreement does not close as set forth in this Agreement, the dual agency described herein shall automatically terminate.

3. **SELLER'S AND BUYER'S ROLES.** Because of **AGENCY'S** dual agent relationship, **BUYER** and **SELLER** acknowledge that they understand that they have the responsibility of making their own decisions as to what terms are to be included in offers and or agreements. **BUYER** and **SELLER** also acknowledge that they are aware of the implications and consequences of **AGENCY'S** dual agent role and that they have determined that the benefits of entering into this transaction with Dual Agent acting as agent for both of them outweigh such implications and consequences.

4. The duties of a licensee acting as a disclosed dual agent include:
- a. Performing according to the terms of this Dual Agency Informed Consent Agreement made with the parties.
  - b. Presenting in a timely manner all offers or agreements to and from the parties on real estate of interest.
  - c. Accounting in a timely manner, during and upon termination, expiration, completion, or performance of the brokerage agreement for all money and property received in which the parties have or may have an interest.
  - d. Informing the parties of the laws and rules regarding real estate condition disclosures.
  - e. Preserving confidential information received from the parties that is acquired during the written disclosed dual agency relationship, or from any prior brokerage agreement. This obligation continues beyond the termination, expiration, completion, or performance of the fiduciary relationship. Confidentiality shall be maintained unless:
    - 1. The party to whom the information pertains grants written consent to disclose the information;
    - 2. The information is made public from a source other than the licensee;
    - 3. Disclosure is necessary to defend the licensee against an accusation of wrongful conduct in a judicial proceeding before a court of competent jurisdiction, the commission, or before a professional committee; or
    - 4. If otherwise required by law.

Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_ Agency Representative Initials \_\_\_\_\_

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5. Both parties understand and agree, that it has been disclosed in connection with this transaction that the **AGENCY** will collect fees in accordance with the previously executed brokerage agreements.
6. **BUYER** and **SELLER** recognize and agree that this document does not replace those documents signed earlier, i.e. the Buyer Agency Agreement signed by **BUYER** on 12/2/08, and the Listing Agreement signed by **SELLER** on 12/3/08. However, in any areas where this document contradicts or conflicts with those documents, this Dual Agency Consent Agreement shall supersede. This Agreement shall expire on \_\_\_\_\_, and shall not be extended beyond the term of the Buyer Agency or the Listing Agreement, without the necessary extensions agreed upon in writing by all parties; however, if a Purchase and Sales Agreement and Deposit Receipt is signed this Agreement shall automatically be extended through the closing date specified in that Purchase and Sales Agreement and Deposit Receipt, including any subsequent extensions of the closing date if agreed to in writing by the parties.

BUYER	DATE	SELLER	DATE
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BUYER	DATE	SELLER	DATE
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ABC REALTY	DATE	ABC REALTY	DATE
AGENCY		AGENCY	

BY: SELLING LICENSEE	DATE	BY: LISTING LICENSEE	DATE
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