

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



1. This AGREEMENT is entered into among _____ (“BUYER”), whose principal address is: _____ and _____ (“SELLER”) whose principal address is: _____ and _____ (“AGENCY”) whose principal address is: _____ and is specific to the property owned by SELLER at: _____ (“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 _____, and the Listing Agreement signed by **SELLER** on _____. 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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AGENCY	DATE	AGENCY	DATE
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BY: SELLING LICENSEE	DATE	BY: LISTING LICENSEE	DATE
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