



**NEW JERSEY ASSOCIATION OF REALTORS® STANDARD FORM OF
INFORMED CONSENT TO DUAL AGENCY
(BUYER)**



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1 This Agreement evidences Buyer's consent that the Brokerage Firm, as Buyer's Agent, may act as a Disclosed Dual
2 Agent in order to represent both Buyer and Seller in the same real estate transaction, and seeks Buyer's consent to
3 allow Buyer's Agent to act as a Disclosed Dual Agent when the opportunity arises. Buyer should be aware that a
4 real estate licensee may legally act as a Disclosed Dual Agent only with Buyer's and Seller's informed written
5 consent.
6

7 Buyer understands that Disclosed Dual Agency (representing more than one party to a transaction) has the potential
8 of creating a conflict of interest in that both Seller and Buyer may intend to rely on the Buyer's Agent's advice, and
9 their respective interests may be adverse to each other. Therefore, when acting as a Disclosed Dual Agent, Buyer's
10 Agent will not represent the interests of Buyer to the exclusion or detriment of the interests of a Seller; nor will
11 Buyer's Agent represent the interests of Seller to the exclusion and detriment of the interests of Buyer.
12

13 As a Disclosed Dual Agent of both the Seller and the Buyer, Buyer's Agent will be working equally for both parties
14 to the real estate transaction, and will provide services to complete the transaction **without** the full range of
15 fiduciary duties ordinarily owed by an agent who represents Buyer alone, or the Seller alone. In the preparation of
16 offers and counteroffers between Buyer and Seller, Buyer's Agent will act only as an intermediary to facilitate the
17 transaction rather than as an active negotiator representing either the Buyer or Seller in a fiduciary capacity. By
18 consenting to this dual agency, Buyer is giving up the right to undivided loyalty and will be owed only limited
19 duties of disclosure and obedience by the Buyer's Agent.
20

21 For example, Buyer acknowledges that Buyer's Agent, as a Disclosed Dual Agent, is not permitted, under law, to
22 disclose to either Buyer or Seller any confidential information which has been, or will be communicated to Buyer's
23 Agent by either of the parties to the transaction. Moreover, Buyer's Agent is not permitted to disclose (without the
24 express written permission of the Seller) to the Buyer that such Seller will accept a price less than the full listing
25 price. Nor will Buyer's Agent disclose (without the express written permission of the Buyer) to the Seller that
26 Buyer will pay a sum greater than the price offered by Buyer. It is also impermissible for Buyer's Agent to advise
27 or counsel either the Buyer or Seller on how to gain an advantage at the expense of the other party on the basis of
28 confidential information obtained from or about the other party.
29

30 Buyer acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships.

31 I, Erika Wittmann & Joan Prout AS AN AUTHORIZED REPRESENTATIVE OF
32 (Name of Licensee)

33 RE/MAX Villa Realtors INTEND, AS OF THIS TIME, TO WORK WITH YOU
34 (Name of Firm)

35 (BUYER) AS A BUYER'S AGENT AND DISCLOSED DUAL AGENT IF THE OPPORTUNITY ARISES.
36

37 **If Buyer does not understand all of the provisions of this Informed Consent to Dual Agency, legal advice
38 should be sought before signing.**
39

40 By signing below, Buyer acknowledges that Buyer has read and understood this Informed Consent to Dual Agency
41 and gives consent to Buyer's Agent to act as a Disclosed Dual Agent.
42

43 _____ RE/MAX Villa Realtors
44 BUYER'S SIGNATURE BROKERAGE FIRM

45 _____ 306 Grove St.
46 BUYER'S SIGNATURE ADDRESS

47 _____ Jersey City, NJ 07302
48 CITY, STATE, ZIP CODE

49 _____
50 DATE SALESPERSON'S SIGNATURE