



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



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1 PROPERTY ADDRESS: 191 Grant Ave, Jersey City NJ

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

9 Seller understands that Disclosed Dual Agency (representing more than one party to a transaction) has the potential of creating a conflict 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 each other. Therefore, when acting as a Disclosed Dual Agent, Seller's Agent will not represent the interests of Buyer to the exclusion or 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 of Buyer.

15 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 transaction, and will provide services to complete the transaction without the full range of fiduciary duties ordinarily owed by an agent who represents Seller alone, or the Buyer alone. In the preparation of offers and counteroffers between Seller and Buyer, Seller's Agent will act only as an intermediary to facilitate the transaction rather than as an active negotiator representing either the Seller or Buyer in a fiduciary capacity. By consenting to this dual agency, Seller is giving up the right to undivided loyalty and will be owed only limited duties of disclosure and obedience by the Seller's Agent.

22 For example, Seller acknowledges that Seller's Agent, as a Disclosed Dual Agent, is not permitted, under law, to disclose to either Seller or Buyer any confidential information which has been, or will be communicated to Seller's Agent by either of the parties to the transaction. Moreover, Seller's Agent is not permitted to disclose (without the express written permission of the Seller) to the Buyer that such Seller 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 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 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 from or about the other party.

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

32 I, [Signature] AS AN AUTHORIZED REPRESENTATIVE OF [Signature] REALTY INTEND, AS OF THIS TIME, TO WORK WITH YOU (SELLER) AS A SELLER'S AGENT AND DISCLOSED DUAL AGENT IF THE OPPORTUNITY ARISES.

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

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

44 [Signature] SELLER'S SIGNATURE

48 SELLER'S SIGNATURE

54 7-18-06 DATE

44 [Signature] REALTY BROKERAGE FIRM

48 306 Grove St. ADDRESS

52 Jersey City NJ 07302 CITY, STATE, ZIP CODE

54 [Signature] SALESPERSON'S SIGNATURE

**ADDENDUM A
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT ABOUT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

I. LEAD PAINT WARNING

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

II. PROPERTY ADDRESS: 191 GRANT AVE
JERSEY CITY, NJ 07305

III. SELLER'S DISCLOSURE (initial) (To be completed and signed at time of listing)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

 - Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and Reports available to the seller (check one below):
 - Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.
 - Seller has the following reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing, all of which seller has provided to its listing agent, and has directed its listing agent to provide purchaser or purchaser's agent with these records and reports prior to seller accepting any offer to purchase (list documents below):

(c) If there is any change in the above information prior to seller accepting an offer from the purchaser to purchase, seller will disclose all changes to the purchaser prior to accepting the offer.

IV. SELLER'S CERTIFICATION OF ACCURACY

Seller(s) have reviewed the Seller's Disclosure in Section III and certify, to the best of his/her/their knowledge, that the information they have provided is true and accurate.

Seller ASMITA ELNOBY Date 7/18/06 Seller A B Date 7/18/06

V. LISTING AGENT'S CERTIFICATION OF ACCURACY

Listing Agent certifies that he/she has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Listing Agent [Signature] Date 7/17/06

VI. PURCHASER'S ACKNOWLEDGMENT (initial) (The Seller's Disclosure in Section III and Certification in Section IV and the Listing Agent's Certification in Section V to be completed and signed prior to purchaser signing this Addendum A.)

- (a) Purchaser has received copies of all information listed in Section III above.
- (b) Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.
- (c) Purchaser has (check one below):
 - Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

VII. PURCHASER'S CERTIFICATION OF ACCURACY

Purchaser(s) have reviewed the Purchaser's Acknowledgment in Section VI and certify, to the best of his/her/their knowledge, that the information they have provided is true and accurate.

Purchaser _____ Date / / Purchaser _____ Date / /

VIII. SELLING/BUYER'S AGENT'S CERTIFICATION OF ACCURACY

Selling/Buyer's Agent certifies that the purchaser has received the information in section VI (a) and (b).

Selling/Buyer's Agent _____ Date / /