



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



©2001, New Jersey Association of REALTORS®, Inc.

1 PROPERTY ADDRESS: \_\_\_\_\_  
2  
3

4 This Agreement evidences Seller's consent that the Brokerage Firm, as Seller's Agent, may act as a Disclosed Dual Agent in order  
5 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  
6 Disclosed Dual Agent when the opportunity arises. Seller should be aware that a real estate licensee may legally act as a  
7 Disclosed Dual Agent only with Seller's and Buyer's informed written consent.  
8

9 Seller understands that Disclosed Dual Agency (representing more than one party to a transaction) has the potential of creating a  
10 conflict of interest in that both Seller and Buyer may intend to rely on the Seller's Agent's advice, and their respective interests  
11 may be adverse to each other. Therefore, when acting as a Disclosed Dual Agent, Seller's Agent will not represent the interests of  
12 Buyer to the exclusion or detriment of the interests of a Seller; nor will Seller's Agent represent the interests of Seller to the  
13 exclusion and detriment of the interests of Buyer.  
14

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  
16 estate transaction and will provide services to complete the transaction **without** the full range of fiduciary duties ordinarily owed  
17 by an agent who represents Seller alone, or the Buyer alone. In the preparation of offers and counteroffers between Seller and  
18 Buyer, Seller's Agent will act only as an intermediary to facilitate the transaction rather than as an active negotiator representing  
19 either the Seller or Buyer in a fiduciary capacity. By consenting to this dual agency, Seller is giving up the right to undivided  
20 loyalty and will be owed only limited duties of disclosure by the Seller's Agent.  
21

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

30 Seller acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships.  
31

32 I, \_\_\_\_\_ AS AN AUTHORIZED REPRESENTATIVE OF  
33 (Name of Licensee)  
34 \_\_\_\_\_ INTEND, AS OF THIS TIME, TO WORK WITH YOU  
35 (Name of Firm)  
36 (SELLER) AS A SELLER'S AGENT AND DISCLOSED DUAL AGENT IF THE OPPORTUNITY ARISES.  
37

38 **If Seller does not understand all of the provisions of this Informed Consent to Dual Agency, legal advice should be sought**  
39 **before signing.**  
40

41 By signing below, Seller acknowledges that Seller has read and understood this Informed Consent to Dual Agency and gives  
42 consent to Seller's Agent to act as a Disclosed Dual Agent.  
43  
44

45 \_\_\_\_\_  
46 SELLER'S SIGNATURE BROKERAGE FIRM

47 \_\_\_\_\_  
48 SELLER'S SIGNATURE ADDRESS

49 \_\_\_\_\_  
50 CITY, STATE, ZIP CODE

51 \_\_\_\_\_  
52 DATE SALESPERSON'S SIGNATURE  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71