



**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, \_\_\_\_\_ AS AN AUTHORIZED REPRESENTATIVE OF  
32 (Name of Licensee)

33 \_\_\_\_\_ 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 \_\_\_\_\_  
44 BUYER'S SIGNATURE  
45 \_\_\_\_\_ BROKERAGE FIRM

46 \_\_\_\_\_  
47 BUYER'S SIGNATURE  
48 \_\_\_\_\_ ADDRESS

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

51 \_\_\_\_\_  
52 DATE  
53 \_\_\_\_\_ SALESPERSON'S SIGNATURE