

Date: [Date]

To:

[Buyer Name(s)] ("Buyer")

[Seller Name(s)] ("Seller")

Property Address: [Full Property Address]

Subject: Disclosure and Consent to Dual Representation

Dear Buyer and Seller,

This letter serves to inform you that [Brokerage/Agent Name] (the "Agent") has been asked to represent both the Buyer and the Seller in the real estate transaction for the property listed above.

1. Dual Representation: You are advised that a conflict of interest exists when an agent represents both parties in a single transaction. The Agent owes fiduciary duties to both the Buyer and the Seller, which may include the duty of loyalty, confidentiality, and full disclosure.

2. Limitations of Dual Agency: Under dual representation, the Agent cannot advocate exclusively for one party. Specifically, the Agent will not disclose:

- That the Seller is willing to accept a price lower than the listing price.
- That the Buyer is willing to pay a price higher than the offered price.
- The motivation of either party for selling or buying the property.
- Any confidential information about either party unless authorized in writing or required by law.

3. Neutrality: The Agent will act as a neutral facilitator to assist both parties in reaching a mutual agreement and will provide factual information and professional services to both parties equally.

4. Consent: By signing below, both Buyer and Seller acknowledge that they have read this disclosure, understand the implications of dual representation, and voluntarily consent to [Brokerage/Agent Name] acting as a dual agent for this transaction.

5. Right to Legal Counsel: Both parties are encouraged to seek independent legal or professional advice before signing this agreement or any purchase contract.

SELLER(S):

[Seller Printed Name] Date: _____

[Seller Printed Name] Date: _____

BUYER(S):

_____ Date: _____
[Buyer Printed Name]

_____ Date: _____
[Buyer Printed Name]

AGENT/BROKER:

_____ Date: _____
[Agent Name/Brokerage Name]