

Date: [Insert Date]

To:

[Insert Name of Seller]

[Insert Name of Buyer]

Property Address: [Insert Full Property Address]

RE: Notice and Consent Regarding Dual Representation

Dear [Seller Name] and [Buyer Name],

This letter serves to formalize the disclosure that [Insert Name of Broker/Firm] ("Broker") has been requested to represent both the Buyer and the Seller in the commercial real estate transaction for the property referenced above.

1. Nature of Dual Representation

In a dual representation arrangement, the Broker represents both parties to the transaction. The Broker owes a duty of loyalty and confidentiality to both the Buyer and the Seller. However, because the interests of a buyer and a seller are inherently adverse, the Broker's ability to represent either party fully is limited.

2. Broker's Limitations

By signing this waiver, both parties acknowledge and agree that the Broker:

- Cannot disclose confidential information regarding one party to the other (such as minimum/maximum price points or underlying motivations) without written permission.
- Cannot provide advice that would be to the detriment of one party or provide a competitive advantage to the other.
- Will remain neutral and act as a facilitator to assist both parties in reaching an agreement.

3. Right to Independent Counsel

Both Buyer and Seller acknowledge that they have the right to be represented by separate, independent legal counsel and/or separate real estate brokers. By signing below, both parties elect to waive any conflict of interest arising from this dual representation.

4. Consent and Waiver

The undersigned Buyer and Seller hereby confirm they have read this disclosure, understand the implications of dual representation, and voluntarily consent to [Insert Name of Broker/Firm] acting as a Dual Agent for this transaction.

SELLER:

Signature

Date: [Insert Date]

BUYER:

Signature

Date: [Insert Date]

BROKER/LICENSEE:

Signature

[Insert License Number]