

JOINT REPRESENTATION AND CONFLICT OF INTEREST WAIVER

Date: [Insert Date]

TO:

[Name of Buyer]

[Name of Seller]

RE: Legal Representation in the Sale of [Insert Property Address or Business Name]

Dear Buyer and Seller:

This letter confirms that you have requested that [Name of Law Firm/Attorney] ("Counsel") represent both the Buyer and the Seller (the "Parties") in connection with the transaction described above.

1. Disclosure of Potential Conflict

The interests of a Buyer and a Seller in a transaction are inherently different. Typically, a Buyer seeks the lowest price and broadest warranties, while a Seller seeks the highest price and limited liability. Because Counsel is representing both sides, Counsel cannot advocate for one party against the other or negotiate terms to the disadvantage of either party.

2. Confidentiality and Privilege

In a joint representation, there is no expectation of confidentiality between the Parties. Any information provided by the Buyer regarding this transaction may be shared with the Seller, and vice versa. However, attorney-client privilege still applies against third parties.

3. Potential Withdrawal

If a dispute arises between the Buyer and the Seller that cannot be resolved, Counsel will be forced to withdraw from representing both parties. In such an event, both the Buyer and the Seller will need to retain separate, independent legal counsel at their own expense.

4. Informed Consent

By signing this letter, you acknowledge that you have been advised of the risks of joint representation, that you have had the opportunity to consult with independent counsel regarding this waiver, and that you voluntarily waive any conflict of interest arising from this joint representation.

Acknowledgment and Agreement

The undersigned have read the above and agree to the terms of this joint representation.

[Name of Buyer]
Date:

[Name of Seller]
Date:

[Name of Attorney/Law Firm]
Date: