

Dual Agency Representation Contract

This Dual Agency Representation Contract ("Contract") is made and entered into on this _____ day of _____, 20____, by and between:

- **Seller(s):** _____
- **Buyer(s):** _____
- **Broker:** _____ (the "Broker")

1. Purpose

The parties acknowledge that the Broker will be acting as a dual agent, representing both the Buyer(s) and the Seller(s) in the transaction concerning the property located at:

Property Address: _____

City/State/ZIP: _____

2. Dual Agency Disclosure

The Buyer(s) and Seller(s) acknowledge and agree that the Broker, as a dual agent, owes fiduciary duties to both parties and will act as an intermediary in the transaction. The Broker will not advocate exclusively for either party and will disclose all material facts known to the Broker affecting the property or the ability of either party to fulfill their obligations.

3. Limitations of Dual Agency

The Broker shall not disclose to either party confidential information learned in the course of the brokerage relationship, including:

- Any information that the Seller or Buyer, respectively, instructs the Broker in writing not to disclose, unless required by law.
- Any information regarding the price that the Seller may accept or Buyer may offer other than that which is contained in any written offer or counter-offer.
- The motivation of either party for buying, selling, or leasing the property.

4. Acknowledgment and Consent

By signing below, both parties acknowledge they have read and understood the nature of dual agency and consent to the Broker acting as a dual agent in this real estate transaction.

5. Term

This Contract shall commence on the effective date above and shall terminate upon the closing of the referenced property unless otherwise terminated in accordance with applicable law.

Seller Signature Date: _____

Buyer Signature Date: _____

Broker Signature Date: _____