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DUAL AGENCY CONSENT AGREEMENT

Pursuant to Public Act 96-159

Property Address: _____

Seller(s) or Landlord (s): _____

Buyers (s) or Tenant (s): _____

(1) This Dual Agency Consent Agreement is an addendum to and made part of (check all that apply):

- Listing Agreement dated _____ between brokerage firm and seller or landlord.
- Buyer or tenant agency agreement dated _____ between brokerage firm and buyer or tenant.

(2) Seller and buyer (or landlord and tenant, as the case may be) hereby acknowledge and agree that _____ (name of brokerage firm) is representing both buyer and seller (or landlord and tenant, as the case may be) in the purchase and sale (or lease) of the above referenced property and that brokerage firm has been and is now the agent of both seller and buyer (or landlord and tenant, as the case may be). Seller and buyer (or landlord and tenant, as the case may be) have both consented to and hereby confirm their consent to this dual representation.

(3) Seller and buyer (or Landlord and tenant, as the case may be) agree:

(A) The brokerage firm shall not be required to and shall not disclose to either buyer or seller (or landlord or tenant, as the case may be) any personal, financial or other confidential information to such other party without the express written consent of the party whose information is disclosed, other that information related to material property defects which are known to the brokerage firm and other information the brokerage firm is required to disclose by law.

(B) The brokerage firm may not disclose: (i) To the buyer that the seller (landlord) will accept less than the asking or listed price, unless otherwise instructed to do so in writing by the seller (landlord); (ii) to the seller (landlord) that the buyer (tenant) can or will pay a price greater than the price submitted in a written offer to the seller (landlord), unless otherwise instructed to do so in writing by the buyer (tenant); (iii) the motivation of the seller or buyer (or landlord or tenant, as the case may be) for selling, buying or leasing property, unless otherwise instructed in writing by the respective party; or (iv) that a seller or buyer will agree to financing terms other than those offered, unless instructed in writing by the respective party.

(4) Property information available through the multiple listing service or otherwise, including listed and sold properties, which has been requested by either the seller or the buyer (or landlord or tenant, as the case may be) shall be disclosed to both seller and buyer (or landlord and tenant, as the case may be).

(5) Both parties are advised to seek competent legal and tax advise with regard to this transaction, and with regard to all documents executed in connection with this transaction, including this Dual Agency Consent Agreement.

I have read and understand the above agreement.

Buyer (Tenant)	Seller (Landlord)	Brokerage Firm
_____	_____	_____ Company Name
_____	_____	_____ Authorized Signature
Date: _____	Date: _____	Date: _____