



NEW JERSEY REALTORS® STANDARD FORM OF  
INFORMED CONSENT TO DUAL AGENCY  
(BUYER)

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1 This Agreement evidences Buyer's consent that the Brokerage Firm, as Buyer's Agent, may act as a Disclosed Dual Agent in order to  
2 represent both Buyer and Seller in the same real estate transaction, and seeks Buyer's consent to allow Buyer's Agent to act as a Disclosed  
3 Dual Agent when the opportunity arises. Buyer should be aware that a real estate licensee may legally act as a Disclosed Dual Agent only  
4 with Buyer's and Seller's informed written consent.  
5

6 Buyer understands that Disclosed Dual Agency (representing more than one party to a transaction) has the potential of creating a conflict of  
7 interest in that both Seller and Buyer may intend to rely on the Buyer's Agent's advice, and their respective interests may be adverse to each  
8 other. Therefore, when acting as a Disclosed Dual Agent, Buyer's Agent will not represent the interests of Buyer to the exclusion or detriment  
9 of the interests of a Seller; nor will Buyer's Agent represent the interests of Seller to the exclusion and detriment of the interests of Buyer.  
10

11 As a Disclosed Dual Agent of both the Seller and the Buyer, Buyer's Agent will be working equally for both parties to the real estate  
12 transaction, and will provide services to complete the transaction **without** the full range of fiduciary duties ordinarily owed by an agent  
13 who represents Buyer alone, or the Seller alone. In the preparation of offers and counteroffers between Buyer and Seller, Buyer's Agent  
14 will act only as an intermediary to facilitate the transaction rather than as an active negotiator representing either the Buyer or Seller in a  
15 fiduciary capacity. By consenting to this dual agency, Buyer is giving up the right to undivided loyalty and will be owed only limited duties  
16 of disclosure by the Buyer's Agent.  
17

18 For example, Buyer acknowledges that Buyer's Agent, as a Disclosed Dual Agent, is not permitted, under law, to disclose to either Buyer or  
19 Seller any confidential information which has been, or will be communicated to Buyer's Agent by either of the parties to the transaction.  
20 Moreover, Buyer's Agent is not permitted to disclose (without the express written permission of the Seller) to the Buyer that such Seller  
21 will accept a price less than the full listing price. Nor will Buyer's Agent disclose (without the express written permission of the Buyer) to  
22 the Seller that Buyer will pay a sum greater than the price offered by Buyer. It is also impermissible for Buyer's Agent to advise or counsel  
23 either the Buyer or Seller on how to gain an advantage at the expense of the other party on the basis of confidential information obtained  
24 from or about the other party.  
25

26 Other potential buyers may be interested in the same properties as Buyer. It is agreed that Buyer's Agent may represent such other poten-  
27 tial buyers whether such representation arose prior to or arises after this Consent. In any such situation, Buyer agrees that Buyer's Agent  
28 will not disclose to any other potential buyer the terms of the Buyer's offer or any other confidential information concerning the Buyer  
29 and also will not disclose to Buyer the terms of any other buyer's offer to any confidential information concerning the other buyer(s).  
30

31 Buyer acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships.  
32

33 I, \_\_\_\_\_ AS AN AUTHORIZED REPRESENTATIVE OF  
34 (Name of Licensee)  
35 \_\_\_\_\_ INTEND, AS OF THIS TIME, TO WORK  
36 (Name of Firm)  
37 WITH YOU (BUYER) AS A BUYER'S AGENT AND DISCLOSED DUAL AGENT IF THE OPPORTUNITY ARISES.  
38

39 **If Buyer does not understand all of the provisions of this Informed Consent to Dual Agency, legal advice should be sought  
40 before signing.**  
41

42 By signing below, Buyer acknowledges that Buyer has read and understood this Informed Consent to Dual Agency and gives consent to  
43 Buyer's Agent to act as a Disclosed Dual Agent and to work with other potential buyers.  
44

45   
46 BUYER'S SIGNATURE

\_\_\_\_\_  
47 BROKERAGE FIRM

48   
49 BUYER'S SIGNATURE

\_\_\_\_\_  
50 ADDRESS

51 \_\_\_\_\_  
52 CITY, STATE, ZIP CODE

\_\_\_\_\_  
53

54 \_\_\_\_\_  
55 DATE

56 SALESPERSON'S SIGNATURE

