

DUAL AGENCY ADDENDUM

[This form is designed for use only with the Exclusive Right to Sell Listing Agreement – Auction Sales (form #601)]

This DUAL AGENCY ADDENDUM hereby modifies the attached Exclusive Right to Sell Listing Agreement – Auction Sales) dated _____ between _____ (“Firm”) and _____ (“Seller”).

The potential for Dual Agency arises if a buyer who has an agency relationship with the Firm becomes interested in viewing a property listed with the Firm. The Firm may represent more than one party in the same transaction only with the knowledge and informed consent of all parties for whom the Firm acts.

1. **DISCLOSURE OF INFORMATION:** In the event Firm serves as a Dual Agent, Seller agrees that without permission from the party about whom the information pertains, Firm shall not disclose to the other party the following information:

- (a) That a party may agree to a price, terms, or any conditions of sale other than those offered;
- (b) The motivation of a party for engaging in the transaction, unless disclosure is otherwise required by statute or rule; and
- (c) Any information about a party which that party has identified as confidential unless disclosure is otherwise required by statute or rule.

2. **FIRM’S DUAL AGENT ROLE:** If Firm serves as agent for both Seller and a buyer in a transaction involving the Property, Firm shall make every reasonable effort to represent Seller and buyer in a balanced and fair manner. Firm shall also make every reasonable effort to encourage and effect communication and negotiation between Seller and buyer. Seller understands and acknowledges that:

- (a) Prior to the time dual agency occurs, Firm will act as Seller’s exclusive agent;
- (b) In its separate representation of Seller and buyer, Firm may obtain information which, if disclosed, could harm the bargaining position of the party providing such information to Firm;
- (c) Firm is required by law to disclose to Seller and buyer any known or reasonably ascertainable material facts. Seller agrees Firm shall not be liable to Seller for (i) disclosing material facts required by law to be disclosed, and (ii) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

3. **SELLER’S ROLE:** Should Firm become a dual agent, Seller understands and acknowledges that:

- (a) Seller has the responsibility of making Seller’s own decisions as to what terms are to be included in any purchase and sale agreement with a buyer client of Firm;
- (b) Seller is fully aware of and understands the implications and consequences of Firm’s dual agency role as expressed herein to provide balanced and fair representation of Seller and buyer and to encourage and effect communication between them rather than as an advocate or exclusive agent or representative;
- (c) Seller has determined that the benefits of dual agency outweigh any disadvantages or adverse consequences;
- (d) Seller may seek independent legal counsel to assist Seller with the negotiation and preparation of a purchase and sale agreement or with any matter relating to the transaction which is the subject matter of a purchase and sale agreement.

Should Firm become a dual agent, Seller waives all claims, damages, losses, expenses or liabilities, other than for violations of the North Carolina Real Estate License Law and intentional wrongful acts, arising from Firm's role as a dual agent. Seller shall have a duty to protect Seller’s own interests and should read any purchase and sale agreement carefully to ensure that it accurately sets forth the terms which Seller wants included in said agreement.

4. DESIGNATED DUAL AGENCY. When a real estate firm represents both the buyer and seller in the same real estate transaction, the firm may, in its discretion, offer designated dual agency. If offered, designated dual agency permits the firm, with the prior express approval of both the buyer and seller, to designate one or more agents to represent only the interests of the seller and a different agent(s) to represent only the interests of the buyer, unless prohibited by law.

An individual agent may not be designated to represent a party in a transaction if that agent has received confidential information concerning the other party in connection with the transaction.



45. AUTHORIZATIONS/DIRECTION:

Dual Agency. Seller authorizes the Firm to act as a dual agent, representing both the Seller and the buyer, subject to the terms and conditions set forth in this Addendum.

Seller DOES DOES NOT authorize the same individual agent to represent both the Seller and the buyer in a transaction.

(also initial if Firm offers designated dual agency and Seller authorizes designated dual agency)
Designated Dual Agency. In addition to authorizing Firm to act as a dual agent, Seller authorizes and directs Firm to designate an individual agent(s) to represent the Seller and a different individual agent(s) to represent the buyer. Firm will practice designated dual agency unless: (i) designated agency would not be permitted by law due to circumstances existing at the time of the transaction, or (ii) Seller authorizes Firm in writing to remain in dual agency only.

NOTE: When dual agency arises, an individual agent shall not practice designated agency and shall remain a dual agent if the individual agent has actually received confidential information concerning a buyer client of the Firm in connection with the transaction or if designated agency is otherwise prohibited by law.

THIS IS INTENDED TO BE A LEGALLY BINDING DUAL AGENCY ADDENDUM THAT MAY ULTIMATELY RESTRICT YOUR LEGAL RIGHTS OR REMEDIES. IF YOU DO NOT UNDERSTAND THIS ADDENDUM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT AN ATTORNEY BEFORE YOU SIGN IT.

Seller and Firm each hereby acknowledge receipt of a signed copy of this Dual Agency Addendum.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Seller

Date

Seller

Date

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Date: _____

Name: _____

Title: _____

Firm (Listing Firm)

By:

Date