



**RE/MAX OF GULF SHORES
LIMITED CONSENSUAL DUAL AGENCY AGREEMENT**

The following Limited Consensual Dual Agency Agreement is entered into between Sellers (s):

_____ and

Buyer(s): _____

with regard to “the property” located at _____.

Seller and Buyer hereby acknowledge and agree that RE/MAX OF GULF SHORES and its Agent(s) (for convenience, referred to together, or interchangeably as “Broker”) are representing both Buyer and Seller and that Broker has and is now the Agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have consented to this dual representation.

Seller, Buyer and Broker understand that Limited Consensual Dual Agency can create conflicts of interest. Therefore, Broker will not represent the interests of one party to the exclusion or detriment of the interest of the other party. Seller and Buyer, thereby acknowledge that Broker’s relationship with them is not one of a fiduciary, and they waive all claims which they have now or which may arise in the future in connection with conflict of interest and/or limited consensual dual agency.

The parties understand that because Broker represents both parties, Broker must endeavor to be impartial as between Seller and buyer. Except as expressly provided below, Broker in its capacity as Limited Consensual Dual Agency, will disclose to both Seller and Buyer all facts and information which Broker believes are material or which might affect Seller’s or Buyer’s decisions with respect to this transaction, whether or not the facts or information would be confidential except for the limited consensual dual agency.

The parties agree that Broker (a) has not, and will not, without the express written permission of Seller, disclose to Buyer that Seller is willing to sell the property for less than the listing price or any lower price offered in writing by the Seller; and (b) has not, and will not, without the express written permission of the Buyer, disclose to Seller that Buyer is willing to pay more than any price offered in writing by the Buyer.

Both parties understand and agree that Broker shall have the right to collect a commission or fee from Seller or from Purchaser, or both, provided that such commissions or fees are disclosed to the parties. The parties acknowledge that Broker has disclosed it will collect a fee of \$_____ or _____% of the sales price from the Seller (and) (or) a fee of \$_____ or _____% of the sales price from Buyer.

Both parties are advised to seek competent legal and tax advice with regard to this transaction, and with regard to all documents executed in connection with this transaction.

This Limited Consensual Dual Agency Agreement does not substitute for any document previously signed by Seller or Buyer (for example, the “Single Agency Buyer Exclusive Representation Agreement” signed by Buyer on _____, 20_____, and the Exclusive Right to Sell Property Listing Agreement” signed by Seller on _____, 20_____)); however, where this Limited Consensual Dual Agency Agreement contradicts or conflicts with the just named or any other documents, the language of this Limited Consensual Dual Agency Agreement shall control.

I have read and understand the above Agreement:

Witness Seller Date

Witness Seller Date

Witness Buyer Date

Witness Buyer Date