

## DUAL AGENCY ADDENDUM

This DUAL AGENCY ADDENDUM hereby modifies the attached: *(Check the appropriate box)*

- NCAR Form #101 (Exclusive Right to Sell Listing Agreement) dated \_\_\_\_\_
- NCAR Form #103 (Exclusive Right to Sell Listing Agreement (Vacant Land)) dated \_\_\_\_\_
- NCAR Form #201 (Exclusive Right to Represent Buyer) dated \_\_\_\_\_
- NCAR Form #203 (Agency Disclosure & Non-Exclusive Buyer Agency Agreement) dated \_\_\_\_\_
- NCAR Form #601 (Exclusive Right to Sell Listing Agreement - Auction Sales) dated \_\_\_\_\_

employing \_\_\_\_\_  
(hereinafter referred to as "Firm"). The term "Firm" shall sometimes hereinafter include Firm and its individual agents, as the sense requires.

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. **DUAL AGENCY:** It is agreed that Firm, acting by and through its individual agents, may serve as both Seller's Agent and Buyer's Agent in the representation of Seller's property to Buyer should circumstances creating Dual Agency arise. In the event Firm serves as a Dual Agent, the parties agree 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 Buyer in a transaction, 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 and/or Buyer understand and acknowledge that:

- (a) Prior to the time Dual Agency occurs, Firm will act as the exclusive Agent of Seller and/or Buyer;
- (b) In those separate roles Firm may obtain information which, if disclosed, could harm the bargaining position of the party providing such information to Broker;
- (c) Firm is required by law to disclose to Buyer and Seller any known or reasonably ascertainable material facts.

Seller and/or Buyer agree Firm shall not be liable to either party for (1) disclosing material facts required by law to be disclosed; and (2) 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 AND BUYER'S ROLES:** Should Firm become a Dual Agent, Seller and/or Buyer understand and acknowledge that:

- (a) They have the responsibility of making their own decisions as to what terms are to be included in any purchase and sale agreement between them;
- (b) They are fully aware of and understand 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) They have determined that the benefits of entering into this Dual Agency relationship with Firm, acting as Agent for them both, outweigh any disadvantages or adverse consequences;
- (d) They may seek independent legal counsel to assist them 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.

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North Carolina Association of REALTORS®, Inc.

Client initials \_\_\_\_\_ Individual agent initials \_\_\_\_\_



STANDARD FORM 901  
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Seller and/or Buyer agree to indemnify and hold Firm harmless against all claims, damages, losses, expenses or liabilities, other than violations of the North Carolina Real Estate License Law and intentional wrongful acts, arising from Firm's role as a Dual Agent. Seller and Buyer shall have a duty to protect their own interests and should read this agreement and any purchase and sale agreement carefully to ensure that they accurately set forth the terms which they want included in said agreements.

**4. DESIGNATED AGENT OPTION (Initial only if applicable):**

\_\_\_\_\_ Buyer hereby authorizes the Firm to designate an agent(s) to represent the Buyer, to the exclusion of any other agents associated with the Firm. The agent(s) shall not be so designated and shall not undertake to represent only the interests of the Buyer if the agent(s) has actually received confidential information concerning the Seller in connection with the transaction. The designated agent(s) shall represent only the interests of the Buyer to the extent permitted by law.

\_\_\_\_\_ Seller hereby authorizes the Firm to designate an agent(s) to represent the Seller, to the exclusion of any other agents associated with the Firm. The agent(s) shall not be so designated and shall not undertake to represent only the interests of the Seller if the agent(s) has actually received confidential information concerning the Buyer in connection with the transaction. The designated agent(s) shall represent only the interests of the Seller to the extent permitted 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.

**Buyer or 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.

\_\_\_\_\_  
Buyer or Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer or Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Real Estate Firm Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Individual agent signature

\_\_\_\_\_  
Date