



CHICAGO ASSOCIATION OF REALTORS®
Confirmation of Informed Consent to Dual Agency



[TO BE EXECUTED AT TIME OF EXECUTION OF ANY OFFER, CONTRACT TO PURCHASE, OR LEASE]

This Contract is Intended to be a Binding Real Estate Contract. The amount and how brokerage commissions are formulated are not set by law and are fully negotiable.

- 1 Seller(s)/Landlord(s) Name:
2 Buyer(s)/Tenant(s) Name:
3 Address of Transaction:
4 Sponsoring Broker Company:
5 Designated Agent (sometimes referred to herein as Licensee):

6 The above-named Seller/Landlord and Buyer/Tenant previously consented to and authorized Designated Agent to engage in dual
7 agency in accordance with the following:

8 "The above-named Sponsoring Broker and Designated Agent may undertake a dual representation (represent both the seller or
9 landlord and the buyer or tenant) for the sale or lease of your property or properties they may show you. The undersigned
10 acknowledge they were informed of the possibility of this type of representation. Before signing this document, please read the
11 following:

12 Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon
13 Licensee's advice and the clients' respective interests may be adverse to each other. Licensee will undertake this
14 representation only with the written consent of ALL clients in the transaction.

15 Any agreement between the clients as to a final contract price and other terms is a result of negotiations between
16 the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained
17 the implications of dual representation, including the risks involved, and understand that you have been advised to
18 seek independent advice from your advisors or attorneys before signing any documents in this transaction.

19 WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

- 20 1. Treat all clients honestly.
21 2. Provide information about the property to the buyer or tenant.
22 3. Disclose all latent material defects in the property that are known to Licensee.
23 4. Disclose financial qualification of the buyer or tenant to the seller or landlord.
24 5. Explain real estate terms
25 6. Help the buyer or tenant to arrange for property inspections.
26 7. Explain closing costs and procedures.
27 8. Help the buyer compare financing alternatives.
28 9. Provide information about comparable properties that have sold so both clients may make educated decisions
29 on what price to accept or offer.

30 WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

- 31 1. Confidential information that Licensee may know about the clients, without that client's permission.
32 2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord.
33 3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant.
34 4. A recommended or suggested price the buyer or tenant should offer.
35 5. A recommended or suggested price the seller or landlord should counter with or accept.

36 If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to
37 sign this document unless you want to allow the Licensee to proceed as a dual agent in this transaction.

