

Dual Agency Agreement (Designated Agency)



Salesperson ("Salesperson"): _____

Broker/Firm ("Broker"): _____

Seller: _____

Buyer: _____

Property: _____

In separate agency agreements with Broker, Salesperson is the named designated agent for both Buyer and Seller.

Seller and Buyer acknowledge that in connection with the possible sale/purchase of the Property, Salesperson will be acting as a disclosed dual agent of both Seller and Buyer. As a dual agent of both Seller and Buyer, Salesperson will be working equally for both parties and will provide services to complete the transaction without the full range of fiduciary duties owed by a buyer's agent and a seller's agent. By working with Salesperson as a dual agent, Buyer and Seller are giving up their rights to undivided loyalty and will be owed only limited duties of disclosure, obedience and confidentiality.

Salesperson will prepare and present offers and/or counteroffers at the direction of the Seller or Buyer. In the preparation of the offers and counteroffers, Salesperson will act as an intermediary rather than as an active negotiator for either party. As a dual agent, Salesperson will not disclose any information as to either party's motivation.

Salesperson will preserve any information obtained during another agency relationship or in a prior or pending transaction or business relationship.

Seller and Buyer acknowledge that Salesperson is not acting as an attorney, tax advisor, surveyor, appraiser, environmental expert or structural or mechanical engineer for either party.

Notwithstanding the terms of the designated agency contracts between Broker and Seller and Broker and Buyer, Seller and Buyer hereby release Broker and Salesperson from any fiduciary duties inconsistent with the terms of this Dual Agency Agreement.

SELLER (S)

BUYER (S)

Date: _____

Date: _____

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