



Dual Agency Consent Addendum
To the Hawaii Association of REALTORS Standard Form
Revised 8/11 (NC) For Release through 2/4/16 sub comm mtg

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DUAL AGENCY SHALL BE DISCUSSED WITH THE BUYER AND/OR SELLER AT LEAST ONCE PRIOR TO ENTERING INTO ANY WRITTEN CONTRACT, AND THIS DUAL AGENCY CONSENT ADDENDUM SHALL BE SIGNED BY BUYER AND/OR SELLER BEFORE SIGNING A WRITTEN CONTRACT.

Property Reference or Address: \_\_\_\_\_

Tax Map Key: Div. \_\_\_\_\_ /Zone \_\_\_\_\_ /Sec. \_\_\_\_\_ /Plat \_\_\_\_\_ /Parcel \_\_\_\_\_ /CPR \_\_\_\_\_ (if applicable).

A-1 DISCLOSURE:

A Dual Agency Relationship exists when one or more of the following occur:

- (a) Buyer and Seller are represented by the same Brokerage Firm.
(b) Brokerage Firm is representing more than one Buyer who may be interested in making an offer to purchase the Property.
(c) Brokerage Firm has represented the Buyer or the Seller as a previous client

A-2 BROKERAGE FIRM AND LICENSEE'S OBLIGATIONS:

Seller and Buyer understand that, in a dual agency relationship, where both Buyer and Seller are represented by the same Brokerage Firm, services which can be provided by the Brokerage Firm and its licensees, under Hawaii law, are limited.

What the Brokerage Firm and its licensees CAN do for Sellers and Buyers:

- Treat the Seller and Buyer honestly.
• Provide information to Buyer about the Property and community.
• Respond to questions from Buyer about the Property.
• Disclose to Buyer, pursuant to Hawaii law, all material facts about the Property known to Brokerage Firm.
• Disclose to Seller the financial qualifications which have been provided with the permission of Buyer.
• Explain real estate forms, terms and procedures.
• Listing Agent at Seller's direction may continue to market the Property and solicit additional offers.
• Buyer's Agent at Buyer's direction may continue to search for and prepare offers on other properties.
• Assist in arranging property inspections.
• Explain closing costs and procedures.
• Assist Buyer in comparing financial alternatives.
• Provide information about comparable properties so that Buyer and Seller can make an educated decision as to what price to offer or accept.
• Prepare the Purchase Contract that will include the standard provisions and disclosures for Buyer and Seller.
• Work diligently to facilitate the sale and advise Seller and Buyer when experts (legal, survey, accounting, architectural, engineering, etc.) should be retained.

What the Brokerage Firm and its agents NO CAN do for Sellers and Buyers:

- Cannot disclose confidential information that Brokerage Firm or its agents may know about Seller and/or Buyer (e.g., motivation to sell/buy, price/terms, negotiating strategy, etc.), without express written permission of Seller and/or Buyer.
• Cannot disclose the price Seller will accept, other than the listing price, without express written permission of Seller.

BUYER'S INITIALS & DATE

SELLER'S INITIALS & DATE



- Cannot disclose the price Buyer is willing to pay without express written permission of Buyer.
- Cannot recommend or suggest a price Buyer should offer or pay for the Property.
- Cannot recommend or suggest a price Seller should accept or counter for the Property.

**NOTICE: It is strongly recommended that the parties seek legal counsel prior to signing this Addendum to the Purchase Contract.**

**ACKNOWLEDGEMENT:**

By signing below, Seller and Buyer understand and acknowledge the dual agency representation of Seller and Buyer by Brokerage Firm and consent to Brokerage Firm and associated licensees engaging in such dual agency representation.

_____	Date _____	Seller	_____	Date _____
Buyer			Seller	
_____	Date _____	_____	_____	Date _____
Buyer		Seller		
	"BUYER"		"SELLER"	
By _____	Date _____	By _____	_____	Date _____
Agent assisting Buyer		Agent assisting Seller		
By _____	Date _____	By _____	_____	Date _____
Principal Broker/Broker-In-Charge		Principal Broker/Broker-In-Charge		

**NOTE:** THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this agreement into plain language. But there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES, AS AMENDED. This means that the Hawaii Association of REALTORS® is not liable to any Buyer, Seller, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to see their own attorneys about Chapter 487A (and other laws that may apply).

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BUYER'S INITIALS & DATE

\_\_\_\_\_  
SELLER'S INITIALS & DATE