



Dual Agency Consent Addendum
Hawaii Association of Realtors® Standard Form
 Revised **12/17 (NC)**—For Release **5/19**



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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. HAWAII ADMINISTRATIVE RULES TITLE 16 CHAP. 99 REQUIRES THAT A WRITTEN DISCLOSURE OF DUAL AGENCY BE MADE PRIOR TO ENTERING INTO ANY WRITTEN CONTRACT AND THIS DUAL AGENCY CONSENT ADDENDUM SHALL BE SIGNED BY BUYER AND/ORSELLER BEFORE SIGNING A WRITTEN CONTRACT.

Purchase Contract Reference Date: _____

Property Reference or Address: _____

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

A-1 DISCLOSURE:

~~_____ A Dual Agency Relationship may exist when one or more of the following occur:~~

- ~~(a) Brokerage Firm is representing both Buyer and Seller in a transaction.~~
- ~~(b) Brokerage Firm has represented the Buyer or the Seller as a previous client and Brokerage Firm and all its licensees owe a fiduciary duty of confidentiality.~~

Dual agents must remain neutral in all negotiations and must not advance the interest of one party over the other.

A Dual Agency Relationship exist when a brokerage firm represents two or more principals with conflicting interest. These conflicts may or may not be known to individual agents of the brokerage firm. A Dual Agency Relationship may exist when one or more of the following occur:

- (a) The brokerage firm is representing both the buyer and seller in a transaction.
- (b) The brokerage firm represents two or more buyers who are searching for similar properties thereby creating a conflict of interest.
- (c) The brokerage firm represents two or more sellers with similar properties thereby creating a conflict of interest.
- (d) The brokerage firm has represented the buyer or the seller as a previous client and the brokerage firm and all its licensees owe a fiduciary duty of confidentiality.

Standard Dual Agency practices require that dual agents must remain neutral in all negotiations and must not advance the interest of one party over the other.

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. Brokerage Firm can only act to facilitate the transaction. Seller's and Buyer's individual licensees remain obligated by law to disclose any material facts concerning the Property known to them personally.

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.~~

BUYER'S INITIALS & DATE

SELLER'S INITIALS & DATE



- 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 CANNOT 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.
- 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.

A-3. SERVICES THAT THE BROKERAGE FIRM AND ITS LICENSEES CAN PROVIDE FOR THE PARTIES:

1. Treat all clients honestly.
2. Provide information to the clients about the property, the community.
3. Respond to questions from the clients about the property.
4. Disclose to the clients, pursuant to Hawaii law, all material facts about the property known to the brokerage firm.
5. Disclose to the seller the financial qualifications which have been provided with the permission of the buyer.
6. Explain real estate forms, terms and procedures.
7. The listing agent at the seller's direction may continue to market the property and solicit additional offers.
8. The Buyer's agent at the buyer's direction may continue to search for and prepare offers on other properties.
9. Assist in arranging property inspections.
10. Explain closing costs and procedures.
11. Assist clients in comparing financial alternatives.
12. Provide information about comparable properties so that clients can make an informed decision as to what price to offer or accept.
13. Work diligently to facilitate the sale and advise clients when experts (legal, survey, accounting, inspections etc.) should be retained.
14. Prepare contracts that will include the standard provisions and disclosure for buyer and sellers.

Client's Initials	Date	Client's Initials	Date
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A-4. SERVICES THAT THE BROKERAGE FIRM AND ITS AGENTS CANNOT PROVIDE:

1. Cannot disclose confidential information that the brokerage firm or its agents may know about the client (e.g. motivation to buy/sell, price/terms, negotiating strategy, etc.) without express written permission of the client.
2. Cannot disclose the price the client will accept without the express written permission of the client.
3. Cannot recommend or suggest a price the buyer should offer or pay for the property.
4. Cannot recommend or suggest a price the seller should accept or counter for the property.

A-53 POTENTIAL CONFLICTS:

- (a) Brokerage Firm may have agreements to represent other Buyers, whether such representation arises prior to, during, or after the termination of this Contract. Buyer agrees, consents, and waives any objections to such representations.
- (b) Brokerage Firm may have agreements with other Sellers to market and sell their property. Seller agrees, consents and

waives any objections should Brokerage Firm list and show similar properties as Seller's property.

NOTICE: It is strongly recommended that the parties seek legal counsel prior to signing this Dual Agency Consent Addendum.

ACKNOWLEDGEMENT:

~~By signing below, Seller and Buyer are giving written consent and agree to the type of representation described above. 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.~~

By signing below all signatories are acknowledging that they have read and understand this document. The parties understand and acknowledge the Standard Dual Agency representation of all parties by the brokerage firm and consent to the brokerage firm engaging in such Dual Agency. All parties are giving written consent and agree to the representation provided above. (Note: All clients with potential conflicts may not be known at the time of signing due to the potentially large number of clients being served by the brokerage firm.)

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

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. 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).