



FOR USE ONLY DURING
7/11/19 SFC Meeting

Dual Agency Consent Addendum
Hawaii Association of Realtors® Standard Form
Revised For Release



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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 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.

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.

BUYER'S INITIALS & DATE

SELLER'S INITIALS & DATE



Client's Initials _____ Date _____

Client's Initials _____ Date _____

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-5 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 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 _____	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. 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).