



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

DRAFT - For use during
2/20 SFC Mtg



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A-1 DUAL PURPOSE:

HAWAII ADMINISTRATIVE RULES TITLE 16 CHAPTER 99 REQUIRES THAT A WRITTEN DISCLOSURE OF CERTAIN AGENCY SHALL RELATIONSHIPS BE DISCUSSED WITH THE BUYER AND/OR SELLER AT LEAST ONCE MADE PRIOR TO ENTERING INTO ANY WRITTEN CONTRACT, AND THIS DUAL AGENCY DISCLOSURE AND CONSENT ADDENDUM SHALL BE SIGNED BY BUYER AND/OR SELLER CONSUMER BEFORE SIGNING A WRITTEN CONTRACT. It is possible that the brokerage firm and its agents may represent multiple clients with competing interests due to the number of real estate licensees that may be affiliated with the firm and the number of clients that they may represent.

A-2 CREATION OF THE CLIENT/AGENT RELATIONSHIP:

The client/agent relationship may be created in several ways. The preferred method is by express written agreement prior to the agent performing the duties associated with agency. However, it is also possible that an agency relationship, specifically a dual agency relationship may be created without the knowledge of all those concerned. Examples would be: two or more agents of the same firm represent multiple buyers seeking similar properties, thereby creating a conflict of interests, without the knowledge of the client and/or agent. Similarly, two sellers of similar properties are competing for the same buyer without the knowledge of the clients and/or agents.

A-3 Purchase Contract Reference Date: _____

Property Reference or Address: _____

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

DUAL AGENCY/POTENTIAL CONFLICTS:

A dual agency relationship exists when a brokerage firm represents two or more principals with conflicting interests. These conflicts may or may not be known to individual agents of the brokerage firm. A dual agency relationship

A-4 DISCLOSURE:

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

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

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

A-24 DISCLOSURE:

The brokerage firm and all its agents owe fiduciary duties to the clients. These duties include the duty of (1) loyalty, (2) obedience (to all lawful directives), (3) disclosure of material facts known to the agent that may influence the client's decision in the specific matter, (4) skill, care and diligence in the performance of services, (5) accounting and (6) confidentiality of any personal information that an agent may learn about their client.

A-5 BROKERAGE FIRM AND LICENSEE'S OBLIGATIONS:

Seller Buyers and Buyers sellers understand that, in a dual agency relationship, where both Buyer and Seller parties are represented by the same Brokerage Firm brokerage firm, services which can be provided by the Brokerage Firm brokerage firm and its licensees agents, under Hawaii law, are limited. Brokerage Firm The brokerage firm can only act to facilitate the transaction. Seller's and Buyer's individual licensees The agents remain obligated by law to disclose any material facts concerning the Property property known to them personally.

BUYER'S INITIALS & DATE

SELLER'S SELLER'S INITIALS & DATE



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

A-6 SERVICES THAT THE BROKERAGE FIRM AND ITS LICENSEES CAN PROVIDE FOR THE PARTIES:

- 1. Treat ~~the Seller and Buyer~~ all clients honestly.
- 2. Provide information to ~~Buyer~~ the clients about the ~~Property~~ property and the community.
- 3. Respond to questions from ~~Buyer~~ the clients about the ~~Property~~ property.
- 4. Disclose to ~~Buyer~~ the clients, pursuant to Hawaii law, all material facts about the ~~Property~~ property known to ~~Brokerage Firm~~ the brokerage firm.
- 5. Disclose to ~~Seller~~ the seller the financial qualifications which have been provided with the permission of ~~Buyer~~ the buyer.
- 6. Explain real estate forms, terms and procedures.
- ~~Listing Agent at Seller's~~ 7. _____ ~~Property~~ The listing agent at the seller's direction may continue to market the ~~Property~~ property and solicit additional offers.
- ~~Buyer's Agent~~ 8. _____ The buyer's agent at ~~Buyer's~~ 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 ~~Buyer~~ clients in comparing financial alternatives.
- 12. Provide information about comparable properties so that ~~Buyer and Seller~~ clients can make an ~~educated~~ informed 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.~~
- 13. Work diligently to facilitate the sale and advise ~~Seller and Buyer~~ clients when experts (legal, survey, accounting, ~~architectural, engineering, inspections~~ etc.) should be retained.

~~What~~ 14. _____ Prepare contracts that will include the ~~Brokerage Firm~~ standard provisions and ~~its agents CANNOT do~~ disclosure for ~~Sellers~~ buyer and ~~Buyers~~ sellers.

A-7 SERVICES THAT THE BROKERAGE FIRM AND ITS LICENSEES CANNOT PROVIDE:

- 1. Cannot disclose confidential information that ~~Brokerage Firm~~ the brokerage firm or its agents may know about ~~Seller and/or Buyer~~ the client (e.g., motivation to ~~buy/sell~~ buy, price/terms, negotiating strategy, etc.) without express written permission of ~~Seller and/or Buyer~~ the client.
- 2. Cannot disclose the price ~~Seller~~ the client will accept, ~~other than the listing price~~, without the express written permission of ~~Seller~~ the client.
 - ~~Cannot disclose the price Buyer is willing to pay without express written permission of Buyer.~~
- 3. Cannot recommend or suggest a price ~~Buyer~~ the buyer should offer or pay for the ~~Property~~ property.
- ~~4. _____~~ Cannot recommend or suggest a price ~~Seller~~ the seller should accept or counter for the ~~Property~~.

A-8 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 all signatories are acknowledging that they have read and Buyer 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 type of representation described above. Seller and Buyer understand and acknowledge the dual agency representation provided above. (Note: All clients with potential conflicts may not be known at the time of Seller and Buyer by Brokerage Firm and consent to Brokerage Firm and associated licensees engaging in such dual agency representation signing due to the potentially large number of clients being served by the brokerage firm.)

Buyer _____ Date _____ Seller _____ Date _____

Buyer _____ Date _____

“BUYER”

Seller _____ Date _____

“SELLER”

By _____ Date _____
Agent assisting Buyer

By _____ Date _____
Agent assisting Seller

By _____ Date _____
Principal Broker/Broker-In-Charge

By _____ Date _____
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).

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