

DUAL AGENCY ADDENDUM TO SALES AGENCY CONTRACT

In reference to the Sales Agency Contract on the real property located at _____

_____ between _____ hereinafter called "Seller" and _____ the Real Estate Sales Agency, Principal Broker and its Sales Associates, hereinafter called "Agent", dated _____, the undersigned parties hereby agree as follows:

Agent is hereby authorized by Seller to represent both Seller and Agent's Buyer Client in a sales transaction involving Seller's real property as a Dual Agent.

Seller understands that this dual agency creates conflicts of interest, and that Agent can not represent the interests of one party to the exclusion or detriment of the interests of the other party.

Seller understands, and Agent acknowledges, that Agent will act as an intermediary and will endeavor to be impartial between Seller and Agent's Buyer Client. Except as expressly provided below, Agent in his capacity as a dual agent, shall disclose to both Seller and Agent's Buyer Client all known latent defects in the property, any matter that must be disclosed by law, and information which Agent believes may be material or might affect Seller's decisions or Agent's Buyer Client's decisions with respect to a sales transaction involving Seller's property.

Seller acknowledges that Agent has not disclosed and that Agent agrees not to disclose to the Buyer Client information about what price or terms Seller will accept other than the listed price or terms, without the expressed written permission of the Seller.

Seller acknowledges that Agent has not disclosed and that Agent agrees not to disclose to the Seller information about what price or terms the Buyer Client will offer other than those offered in writing by the Buyer Client without the express written permission of the Buyer Client.

Seller acknowledges that Agent has not disclosed and that Agent agrees not to disclose any information of a confidential nature which could harm one party's bargaining position or benefit the other's.

Seller agrees that Agent has the right to receive the compensation agreed upon in the Sales Agency Contract between Seller and Agent and that Agent shall not receive any compensation from the Buyer Client unless it is disclosed and consented to by Seller.

In view of Agent's dual agency relationship, Seller understands that he has the responsibility of making his own decisions with respect to the terms included in all agreements. Seller understands the implications of Agent's dual agency role as an intermediary, rather than that of advocate and exclusive representative, and has determined the benefits of entering into a transaction with Agent acting as dual agent outweigh said implications.

Seller consents to Agent's dual agency role and hereby waives any claims now or hereafter arising out of such conflicts of interest, or breach of fiduciary duty.

Seller understands that Agent can give advice to both parties, propose or guide both parties to a compromise resolution in the event of an impasse. If Agent can not resolve an impasse, Agent will refer both parties to independent legal counsel.

Seller understands that Agent has a similar agreement with Agent's Buyer Client and that Agent's Buyer Client has acknowledged the above stated role of Agent in a dual agency relationship with Seller.

The undersigned parties acknowledge that they have thoroughly read, understand, and approved this document and acknowledge receipt of a copy hereof.

| | |
|--------------------------------|---|
| _____ Seller's Printed Name | _____ Agent's Printed Name |
| _____ Seller's Signature | _____ Sales Associate's Printed Name |
| _____ Seller's Signature | _____ Sales Associate's Signature |
| _____ Date | _____ Date |