



NEW JERSEY REALTORS® STANDARD FORM OF INFORMED CONSENT TO DUAL AGENCY (LANDLORD)

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PROPERTY ADDRESS: _____

This Agreement evidences Landlord’s consent that the Brokerage Firm, as Landlord’s Agent, may act as a Disclosed Dual Agent in order to represent both Landlord and Tenant in the same real estate transaction, and seeks Landlord’s consent to allow Landlord’s Agent to act as a Disclosed Dual Agent when the opportunity arises. Landlord should be aware that a real estate licensee may legally act as a Disclosed Dual Agent only with Landlord’s and Tenant’s informed written consent.

Landlord understands that Disclosed Dual Agency (representing more than one party to a transaction) has the potential of creating a conflict of interest in that both Landlord and Tenant may intend to rely on the Landlord’s Agent’s advice, and their respective interests may be adverse to each other. Therefore, when acting as a Disclosed Dual Agent, Landlord’s Agent will not represent the interests of Tenant to the exclusion or detriment of the interests of a Landlord; nor will Landlord’s Agent represent the interests of Landlord to the exclusion and detriment of the interests of Tenant.

As a Disclosed Dual Agent of both the Landlord and the Tenant, Landlord’s Agent will be working equally for both parties to the real estate transaction, and will provide services to complete the transaction without the full range of fiduciary duties ordinarily owed by an agent who represents Landlord alone, or the Tenant alone. In the preparation of offers and counteroffers between Landlord and Tenant, Landlord’s Agent will act only as an intermediary to facilitate the transaction rather than as an active negotiator representing either the Landlord or Tenant in a fiduciary capacity. By consenting to this dual agency, Landlord is giving up the right to undivided loyalty and will be owed only limited duties of disclosure by the Landlord’s Agent.

For example, Landlord acknowledges that Landlord’s Agent, as a Disclosed Dual Agent, is not permitted, under law, to disclose to either Landlord or Tenant any confidential information which has been, or will be communicated to Landlord’s Agent by either of the parties to the transaction. Moreover, Landlord’s Agent is not permitted to disclose (without the express written permission of the Landlord) to the Tenant that such Landlord will accept a price less than the full listing price. Nor will Landlord’s Agent disclose (without the express written permission of the Tenant) to the Landlord that Tenant will pay a sum greater than the price offered by Tenant. It is also impermissible for Landlord’s Agent to advise or counsel either the Landlord or Tenant on how to gain an advantage at the expense of the other party on the basis of confidential information obtained from or about the other party.

Landlord acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships.

I, _____ AS AN AUTHORIZED REPRESENTATIVE OF
(Name of Licensee)
_____ INTEND, AS OF THIS TIME, TO WORK WITH
(Name of Firm)
YOU (LANDLORD) AS A LANDLORD’S AGENT AND DISCLOSED DUAL AGENT IF THE OPPORTUNITY ARISES.

If Landlord does not understand all of the provisions of this Informed Consent to Dual Agency, legal advice should be sought before signing.

By signing below, Landlord acknowledges that Landlord has read and understood this Informed Consent to Dual Agency and gives consent to Landlord’s Agent to act as a Disclosed Dual Agent.

LANDLORD’S SIGNATURE _____ BROKERAGE FIRM _____

LANDLORD’S SIGNATURE _____ ADDRESS _____

CITY, STATE, ZIP CODE

DATE _____ SALESPERSON’S SIGNATURE _____

