



# DISCLOSURE OF DUAL AGENCY OR DUAL REPRESENTATION IN A RESIDENTIAL REAL ESTATE TRANSACTION

The undersigned do hereby acknowledge disclosure that: The licensee \_\_\_\_\_  
\_\_\_\_\_ (Broker or Salesperson) associated with \_\_\_\_\_  
\_\_\_\_\_ ("Brokerage Firm") for the sale or lease of \_\_\_\_\_ (Property)

represents more than one party in this residential real estate transaction as follows:

**A. The Licensee represents the  Seller OR  Landlord as a (select one below):**

Standard Agent OR  Limited Service Agent OR  Independent Contractor

**B. The Licensee represents the  Buyer OR  Tenant as a (select one below):**

Standard Agent OR  Limited Service Agent OR  Independent Contractor

**C. Brokerage Firm disclosure and client acknowledgement of the following (select one):**

**BOTH CLIENTS ARE EXISTING CLIENTS.** Brokerage Firm represents two existing clients in the transaction and the undersigned acknowledge the following:

The undersigned understand that the foregoing dual agent or dual representative may not disclose to either client any information that has been given to the dual agent or representative by the other client within the confidence and trust of the brokerage relationship except for that information which is otherwise required or permitted by § 54.1-2130 et seq. of the Code of Virginia to be disclosed.

**OR**

**ONE EXISTING CLIENT ONE NEW CLIENT.** Brokerage Firm represents one existing client and one new client in the transaction and the undersigned acknowledge the following:

The undersigned understand:

1. That following the commencement of dual agency or representation, the licensee cannot advise either party as to the terms to offer or accept in any offer or counteroffer; however, the licensee may have advised one party as to such terms prior to the commencement of dual agency or representation;
2. That the licensee cannot advise the buyer/tenant client as to the suitability of the property, its condition (other than to make any disclosures as required by law of any licensee representing a seller/landlord), and cannot advise either party as to what repairs of the property to make or request;
3. That the licensee cannot advise either party in any dispute that arises relating to the transaction;

4. That the licensee may be acting without knowledge of the client's needs, client's knowledge of the market, or client's capabilities in dealing with the intricacies of real estate transactions; and
5. That either party may engage another licensee at additional cost to represent their respective interests.

The undersigned by signing this notice do hereby acknowledge their consent to the disclosed dual representation by the licensee.

**SELLER/LANDLORD**

**BUYER/TENANT**

\_\_\_\_\_/\_\_\_\_\_  
Date                      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date                      Signature

**SELLER/LANDLORD**

**BUYER/TENANT**

\_\_\_\_\_/\_\_\_\_\_  
Date                      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date                      Signature

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