

## **POLICY ON DUAL REPRESENTATION**

If an Agent in our firm represents a Buyer Client who wishes to place an offer on a property listed by our firm, A Dual Representation for that purchase and sale is created. Both the Buyer and the Seller must sign a Dual Agency or Designated Agency Agreement at the time the Buyer Client wants to place the offer.

### **DUAL AGENCY**

If the same Agent represents both the Buyer Client and the Seller Client, it is our policy that the Agent becomes a Dual Agent and will represent both Clients in the transaction.

A Dual Agent owes to both Clients the fiduciary duties of Confidentiality, Loyalty, Obedience, Reasonable Skill and Care.

A Dual Agent cannot disclose confidential information about one Client to the other, this includes motivations for buying/selling as well as the buyers'/sellers' financial or price objectives.

### **DESIGNATED AGENCY**

If Different Agents represent the Buyer Client and the Seller Client, it is our policy to designate each Agent to represent their Client. This is called Designated Agency.

Designated Agents owe complete fiduciary duties to their clients. Their only obligation to the other Client is not to disclose any confidential information they obtained before their appointment as a Designated Agent.

### **COMPETING BUYER CLIENTS**

The firm may represent a number of Buyers. If more than one Buyer Client wishes to bid on the same property, this does not in itself create dual representation and no consent is required.