



Designated Agency Consent and Confirmation Agreement

(To be signed by Buyer before signing offer and to be signed by Seller before reviewing offer)

Property Address: \_\_\_\_\_

Seller(s): \_\_\_\_\_

Seller's Listing Agent: \_\_\_\_\_

Buyer(s): \_\_\_\_\_

Buyer's Agent: \_\_\_\_\_

Firm: \_\_\_\_\_

The Buyer and Seller may be represented in a particular transaction by the same firm, but only if the scope of the agency is limited by a written agreement and only with the express knowledge and written consent of both the Buyer and the Seller.

1. Seller and Buyer have previously been informed of the possibility of Designated Agency arising if buyer and seller in a particular transaction are represented by different agents affiliated with the same firm. Disclosed Designated Agency occurs when the firm's principal and/or supervising broker elects to assign Disclosed Designated Agents to represent different clients in the same transaction. Seller and Buyer acknowledge and agree that the firm's principal and/or supervising broker, and the Seller's Listing Agent and Buyer's Agent are undertaking a consensual designated agency representation in the sale of the above property. The firm's principal and/or supervising broker reserves the right to assign a Designated Agent other than the Seller's Listing Agent or Buyer's Agent. The principal and/or supervising broker will act as a Disclosed Dual Agent of both the Seller and Buyer clients.

2. Description of Agent's Role:

The Designated Seller's Agent and the Designated Buyer's Agent represent only the interests of their respective clients, and may therefore represent those interests fully. The Designated Seller's Agent and the Designated Buyer's Agent may not disclose, except to their principal and/or supervising broker, personal or financial information received from the clients in the course of the agency relationship and any other information a client requests be kept confidential, unless that information is required by law to be disclosed or the client consents to its disclosure in writing.

3. Firm's Principal and/or Supervising Broker's Role:

To ensure that the Seller's Listing Agent and Buyer's Agent can fully represent the interests of their clients, the principal and/or supervising broker will act as a Disclosed Dual Agent of both the Seller and the Buyer clients, and as such will remain impartial to both the Seller and Buyer. As a Disclosed Dual Agent, the principal and/or supervising broker:

- A. Must not disclose to either client or their representatives any personal, financial and confidential information known or obtained during the agency relationship, without the prior written consent of the party adversely affected by the disclosure.
B. Will treat the Seller and Buyer honestly.
C. May provide facts and choices to the Seller and Buyer and their Designated Agent.
D. May not advise the Seller or Buyer or their Designated Agents as to the terms to offer or accept in any offer or counteroffer; however, may have advised one party as to such terms prior to the commencement of the Dual Agency.
E. May not advise the Seller or Buyer or their Designated Agents 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) or the repairs to make or request.
F. May not advise the Seller or Buyer or their Designated Agents should any dispute arise later relating to the transaction.

Nothing contained in this Agreement will prevent the Disclosed Dual Agent from disclosing to the Buyer and the Seller any material adverse facts pertaining to the physical condition of the property actually known by the Disclosed Dual Agent or any other information that must be disclosed by law or regulation.

The principal and/or supervising broker has assigned:
To act as the Designated Buyer's Agent \_\_\_\_\_ agent

and to act as the Designated Seller's Agent and \_\_\_\_\_ agent

The principal and/or supervising broker is/are Disclosed Dual Agents.

By signing below, we acknowledge our informed consent that the Seller's Listing Agent and Buyer's Agent may act as Disclosed Designated Agents in this transaction and that the firm's principal or supervising broker will act as a Disclosed Dual Agent in this transaction. The Buyer acknowledges that Buyer has signed this Agreement before signing any written offer to purchase the property. The Seller acknowledges that the Seller has signed this Agreement before reviewing any written offer from Buyer.

**YOU SHOULD UNDERSTAND THAT THIS IS A LEGALLY BINDING DESIGNATED AGENCY AGREEMENT THAT MAY ULTIMATLEY RESTRICT YOUR LEGAL RIGHTS OR REMEDIES. IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT AN ATTORNEY BEOFRE YOU SIGN IT.**

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date

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