



**Dual Agency Consent Addendum  
Hawaii Association of Realtors® Standard Form  
Revised 2/08 For Release 5/08**



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**TO BE SIGNED BY BUYER BEFORE SIGNING THE PURCHASE CONTRACT AND TO BE SIGNED BY SELLER BEFORE REVIEWING THE PURCHASE CONTRACT.**

Purchase Contract Reference Date: \_\_\_\_\_

Property Reference or Address: \_\_\_\_\_

Tax Map Key: Div. \_\_\_\_\_/Zone \_\_\_\_\_/Sec. \_\_\_\_\_/Plat \_\_\_\_\_/Parcel \_\_\_\_\_/CPR \_\_\_\_\_ (if applicable).

**A-1 DISCLOSURE:**

**Dual Agent.** Brokerage Firm and all its licensees represent both Buyer and Seller. This occurs when licensees in the Brokerage Firm representing a Seller have a Buyer client wanting to purchase Seller's property. In such event, the Brokerage Firm and all of its licensees represent both Buyer and Seller and are dual agents.

**Dual agents must remain neutral in all negotiations and must not advance the interest of one party over the other.**

**A-2 REPRESENTATION:**

**Dual Agency Representation:** Buyer and Seller are represented by the Brokerage Firm \_\_\_\_\_.  
Brokerage Firm is [ ] is not [ ] a member of the National Association of REALTORS®

Assisting Buyer: Agent's name: _____
Bus. _____ Fax _____ Cell _____ E-mail _____

Assisting Seller: Agent's name: _____
Bus. _____ Fax _____ Cell _____ E-mail _____

**A-3 SERVICES:**

Seller and Buyer understand that, in a dual agency relationship, where both Buyer and Seller are represented by the same Brokerage Firm, services which can be provided by the Brokerage Firm and its agents, under Hawaii law, are limited. Brokerage Firm can only act as a neutral intermediary to facilitate the transaction. Seller and Buyer also acknowledge that Brokerage Firm is not under any duty or obligation to disclose to Seller and/or Buyer any information which may be known by Brokerage Firm or its other agents, but is not known by Seller's or Buyer's individual agents. Seller's and Buyer's individual agents remain obligated by law to disclose any material facts concerning the property known to them personally.

Buyer and Seller acknowledge that each party has the obligation and responsibility of making his or her own decisions with respect to the terms and conditions to be included in the Purchase Contract.

**What the Brokerage Firm and its agents CAN do for Sellers and Buyers:**

- Treat the Seller and Buyer honestly
- Provide helpful information to Buyer about the property and community
- Respond accurately to questions from Buyer about the property
- Disclose to Buyer, pursuant to Hawaii law, all material facts about the property known to Brokerage Firm
- Disclose to Seller the financial qualifications which have been provided with the permission of Buyer
- Explain real estate terms and procedures
- Assist in arranging property inspections
- Explain closing costs and procedures
- Assist Buyer in comparing financial alternatives

\_\_\_\_\_  
BUYER'S INITIALS & DATE

\_\_\_\_\_  
SELLER'S INITIALS & DATE



- Provide information about comparable properties so that Buyer and Seller can make an educated decision as to what price to offer or accept
- Assist with the Purchase Contract Standard Form that will include the standard provisions and disclosures for Buyer and Seller
- Work diligently to facilitate the sale and advise Seller and Buyer when experts (legal, accounting, architectural, engineering, etc.) should be retained.

**What the Brokerage Firm and its agents CANNOT do for Sellers and Buyers:**

- Cannot disclose confidential information that Brokerage Firm or its agents may know about Seller and/or Buyer (e.g., motivation to sell/buy, price/terms, negotiating strategy, etc.), without express written permission of Seller and/or Buyer
- Cannot disclose the price Seller will take, other than the listing price, without express written permission of Seller
- Cannot disclose the price Buyer is willing to pay without express written permission of Buyer
- Cannot recommend or suggest a price Buyer should offer or pay for the property
- Cannot recommend or suggest a price Seller should accept or counter for the property.

**NOTICE: It is strongly recommended that the parties seek legal counsel prior to signing this addendum to the Purchase Contract.**

**ACKNOWLEDGEMENT:**

**By signing below, the parties hereby authorize the Brokerage Firm and associated agent(s) to represent both Buyer and Seller:**

Buyer	Date	Seller	Date
Buyer	Date	Seller	Date
"BUYER"		"SELLER"	
By _____	Date	By _____	Date
Agent assisting Buyer		Agent assisting Seller	
By _____	Date	By _____	Date
Principal Broker/Broker-In-Charge		Principal Broker/Broker-In-Charge	

**NOTE:** THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this agreement into plain language. But there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES, AS AMENDED. This means that the Hawaii Association of REALTORS® is not liable to any Buyer, Seller, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to see their own attorneys about Chapter 487A (and other laws that may apply).

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BUYER'S INITIALS & DATE

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SELLER'S INITIALS & DATE