



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



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1 PROPERTY ADDRESS: \_\_\_\_\_  
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4 This Agreement evidences Landlord's consent that the Brokerage Firm, as Landlord's Agent, may act as a Disclosed Dual Agent  
5 in order to represent both Landlord and Tenant in the same real estate transaction, and seeks Landlord's consent to allow  
6 Landlord's Agent to act as a Disclosed Dual Agent when the opportunity arises. Landlord should be aware that a real estate  
7 licensee may legally act as a Disclosed Dual Agent only with Landlord's and Tenant's informed written consent.  
8

9 Landlord understands that Disclosed Dual Agency (representing more than one party to a transaction) has the potential of creating  
10 a conflict of interest in that both Landlord and Tenant may intend to rely on the Landlord's Agent's advice, and their respective  
11 interests may be adverse to each other. Therefore, when acting as a Disclosed Dual Agent, Landlord's Agent will not represent the  
12 interests of Tenant to the exclusion or detriment of the interests of a Landlord; nor will Landlord's Agent represent the interests of  
13 Landlord to the exclusion and detriment of the interests of Tenant.  
14

15 As a Disclosed Dual Agent of both the Landlord and the Tenant, Landlord's Agent will be working equally for both parties to the  
16 real estate transaction and will provide services to complete the transaction **without** the full range of fiduciary duties ordinarily  
17 owed by an agent who represents Landlord alone, or the Tenant alone. In the preparation of offers and counteroffers between  
18 Landlord and Tenant, Landlord's Agent will act only as an intermediary to facilitate the transaction rather than as an active  
19 negotiator representing either the Landlord or Tenant in a fiduciary capacity. By consenting to this dual agency, Landlord is giving  
20 up the right to undivided loyalty and will be owed only limited duties of disclosure and obedience by the Landlord's Agent.  
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22 For example, Landlord acknowledges that Landlord's Agent, as a Disclosed Dual Agent, is not permitted, under law, to disclose to  
23 either Landlord or Tenant any confidential information which has been, or will be communicated to Landlord's Agent by either of  
24 the parties to the transaction. Moreover, Landlord's Agent is not permitted to disclose (without the express written permission of  
25 the Landlord) to the Tenant that such Landlord will accept a price less than the full listing price. Nor will Landlord's Agent  
26 disclose (without the express written permission of the Tenant) to the Landlord that Tenant will pay a sum greater than the price  
27 offered by Tenant. It is also impermissible for Landlord's Agent to advise or counsel either the Landlord or Tenant on how to gain  
28 an advantage at the expense of the other party on the basis of confidential information obtained from or about the other party.  
29

30 Landlord acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships.  
31

32 I, \_\_\_\_\_ AS AN AUTHORIZED REPRESENTATIVE OF  
33 (Name of Licensee)  
34 \_\_\_\_\_ INTEND, AS OF THIS TIME, TO WORK WITH YOU  
35 (Name of Firm)  
36 (LANDLORD) AS A LANDLORD'S AGENT AND DISCLOSED DUAL AGENT IF THE OPPORTUNITY ARISES.  
37

38 **If Landlord does not understand all of the provisions of this Informed Consent to Dual Agency, legal advice should be**  
39 **sought before signing.**  
40

41 By signing below, Landlord acknowledges that Landlord has read and understood this Informed Consent to Dual Agency and  
42 gives consent to Landlord's Agent to act as a Disclosed Dual Agent.  
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44

45 \_\_\_\_\_  
46 LANDLORD'S SIGNATURE BROKERAGE FIRM

47 \_\_\_\_\_  
48 LANDLORD'S SIGNATURE ADDRESS

49 \_\_\_\_\_  
50 CITY, STATE, ZIP CODE

51 \_\_\_\_\_  
52 DATE SALESPERSON'S SIGNATURE  
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