



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



© 2001, New Jersey Association of REALTORS® , Inc.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71

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

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

As a Disclosed Dual Agent of both the Landlord and the Tenant, Tenant's Agent will be working equally for both parties to the real estate transaction, and will provide services to complete the transaction **without** the full range of fiduciary duties ordinarily owed by an agent who represents Tenant alone, or the Landlord alone. In the preparation of offers and counteroffers between Tenant and Landlord, Tenant's Agent will act only as an intermediary to facilitate the transaction rather than as an active negotiator representing either the Tenant or Landlord in a fiduciary capacity. By consenting to this dual agency, Tenant is giving up the right to undivided loyalty and will be owed only limited duties of disclosure and obedience by the Tenant's Agent.

For example, Tenant acknowledges that Tenant's Agent, as a Disclosed Dual Agent, is not permitted, under law, to disclose to either Tenant or Landlord any confidential information which has been, or will be communicated to Tenant's Agent by either of the parties to the transaction. Moreover, Tenant's Agent is not permitted to disclose (without the express written permission of the Landlord) to the Tenant that such Landlord will accept a price less than the full listing price. Nor will Tenant's Agent disclose (without the express written permission of the Tenant) to the Landlord that Tenant will pay a sum greater than the price offered by Tenant. It is also impermissible for Tenant's Agent to advise or counsel either the Tenant or Landlord on how to gain an advantage at the expense of the other party on the basis of confidential information obtained from or about the other party.

Tenant acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships.

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

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

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

|                    |                         |
|--------------------|-------------------------|
| _____              | _____                   |
| TENANT'S SIGNATURE | BROKERAGE FIRM          |
| _____              | _____                   |
| TENANT'S SIGNATURE | ADDRESS                 |
| _____              | _____                   |
| DATE               | CITY, STATE, ZIP CODE   |
| _____              | _____                   |
|                    | SALESPERSON'S SIGNATURE |