



STATUTORY NON-WRITTEN BUYER AGENCY CONSENT TO DUAL AGENCY



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REALTORS® ASSOCIATION OF LINCOLN

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(Buyer)
acknowledges that _____ (REALTOR®),
Firm Name
acting through _____, is serving as Buyer's statutory non-written Buyer's Agent.
Agent Name

1. **NATURE OF DOCUMENT.** THIS DOCUMENT IS A CONSENT ONLY AND DOES NOT CREATE A CONTRACTUAL OBLIGATION OF BUYER TO REALTOR® OR BUYER'S AGENT.

2. **Consent to Dual Agency.** Buyer understand that Buyer's Agent serves as the agent for both seller and Buyer for the purpose of sale of real property, and Buyer is aware that Buyer's Agent may be the agent for a seller of property that Buyer may be interested in purchasing. If Buyer becomes interested in a property listed with Buyer's Agent, Buyer's Agent shall immediately notify Buyer that Buyer's Agent is serving as the agent of the seller of the property. Buyer consents that Buyer's Agent may act as a Dual Agent in the purchase of property for Buyer. Buyer acknowledges that if a Dual Agency exists, the ability of Buyer's Agent to represent either party fully and exclusively is limited. If Buyer desires to purchase a property where Buyer's Agent will be serving as a Dual Agent, Buyer agrees to sign a separate Consent to Dual Agency for the property.

3. **Dual Agency.** A Dual Agent has the same duties and responsibilities of a limited agent to a buyer as stated in paragraph 4 and to a seller as stated in paragraph 5, except with regard to disclosure of information. A Dual Agent may disclose to one client any information that is gained from the other if the information is relevant to the transaction, provided, however, confidential information will not be disclosed unless the disclosure of such information is required by statute, rule or regulation or the failure to disclose such information would constitute fraudulent misrepresentation. In addition, the following information cannot be disclosed without written consent of the client to whom the information pertains:

- (a) That the seller is willing to accept less than the asking price;
- (b) That the Buyer is willing to pay more than the purchase price offered for the property;
- (c) The motivating factors for buyer or selling; and
- (d) That the seller or Buyer will agree to financing terms other than those offered.

4. **Duties and Obligations of Buyer's Agent.** Buyer's Agent shall have the following duties and obligations:

- (a) To perform the terms of any written agreement made with Buyer;
- (b) To exercise reasonable skill and care for Buyer;
- (c) To promote the interest of Buyer with the utmost good faith, loyalty, and fidelity, including:
 - (1) Seeking a price and terms which are acceptable to Buyer, except that the Buyer's Agent shall not be obligated to seek other properties while Buyer is a party to a contract to purchase property;
 - (2) Presenting all written offers to and from Buyer in a timely manner regardless of whether the property is subject to a contract for sale;
 - (3) Disclosing in writing to Buyer adverse material facts actually known by the Buyer's Agent; and
 - (4) Advising Buyer to obtain expert advice as to material matters about which the Buyer's Agent knows but the specifics of which are beyond the expertise of the Buyer's Agent;
- (d) To account in a timely manner for all money and property received;
- (e) To comply with all requirements of Neb. Rev. Stat. §§ 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and
- (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes or regulations.

5. **Duties and Obligations of Seller's Agent.** A Seller's Agent shall have the following duties and obligations to seller:

- (a) To perform the terms of any written agreement made with the seller;

- (b) To exercise reasonable skill and care for the seller;
- (c) To promote the interest of the seller with the utmost good faith, loyalty and fidelity including:
 - (1) Seeking the price and terms which are acceptable to seller except that Seller's Agent shall not be obligated to seek additional offers to purchase the property while the property is subject to a contract for sale;
 - (2) Presenting all written offers to and from the seller in a timely manner regardless of whether the property is subject to a contract for sale;
 - (3) Disclosing in writing to seller all adverse material facts actually known by Seller's Agent; and
 - (4) Advising seller to obtain expert advice as to material matters about which the Seller's Agent knows but the specifics of which are beyond the expertise of Seller's Agent;
- (d) To account in a timely manner for all money and property received;
- (e) To comply with all requirements of Neb. Rev. Stat. §§ 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and
- (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes or regulations.

6. **Disclosure of Motivating Factors.** Buyer agrees that all motivating factor(s) may be disclosed to Sellers, except _____
 _____ (Buyer's initials _____)

7. **Confidential Information.** A REALTOR®, acting as a Buyer's Agent or a Seller's Agent, shall not disclose any confidential information about the client without the client's written permission, unless disclosure is required by statute, rule or regulation, or failure to disclose the information would constitute fraudulent misrepresentation. No cause of action shall arise against a REALTOR® acting as a Buyer's Agent or a Seller's Agent for making any required or permitted disclosure.

8. **Nondiscrimination.** Buyer and REALTOR® agree not to discriminate against any prospective Seller because of Seller's race, color, sex, religion, familial status, handicap, or national origin.

9. **Copy of Consent.** Receipt of a copy of this Consent is acknowledged.

Date _____, 20__

 REALTOR® Firm Name

 Name of Buyer(s) (Please Type or Print)

 Office Address

 Buyer Signature Date

 Printed name of Agent

 Buyer Signature Date

 Agent Signature Date

 Buyer Address

(Business) Agent Telephone (Residence/Cellular)

City State Zip

(Residence) Buyer Phone (Business)