LIMITED AGENCY AGREEMENT

(Licensee represents both Seller and Buyer or both Landlord and Tenant)
(Principal or Managing Broker personally represents a client and affiliated Licensee represents other client)

This Limited Agency Agreement ("Agreement") is dated _____, _____.

A. BUYER/TENANT ("Buyer"): _____

_____.

B. SELLER/LANDLORD ("Seller"): _____

_____.

C. SUBJECT PROPERTY ("Property"): _____

_____.

D. NAME OF LIMITED AGENTS(S) ("Licensee"): _____

_____.

("Purchase price/listed price" shall also mean "lease rate," if applicable. "Licensee" shall refer to any broker or salesperson acting as agent for a party. "Limited agent" means a licensee who, with the written and informed consent of all parties to a real estate transaction, represents both the Seller and Buyer.)

E. LIMITED AGENCY AUTHORIZATION: The Licensee is authorized by Seller and Buyer to represent both of them in this transaction. Seller and Buyer understand that this limited agency relationship may create certain conflicts of interest, and that Licensee is representing two parties whose interests are different or even adverse.

F. ADDITIONAL DISCLOSURES: Seller and Buyer acknowledge that Licensee **shall not disclose** the following without the informed consent, in writing, of both Seller and Buyer:

(1) Any material or confidential information, except adverse material facts or risks actually known by the Licensee concerning the physical condition of the Property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties.

(2) That a buyer will pay more than the offered purchase price for the Property.

(3) That a Seller will accept less than the listed price for the Property.

(4) What motivates a party to buy, sell or lease the Property.

(5) Other terms that would create a contractual advantage for one (1) party over another party.

Seller and Buyer acknowledge that there will be no imputation of knowledge or information between any party and the limited agent or among Licensees.

Seller and Buyer acknowledge that they do not have to consent to the limited agency in this transaction.

Seller and Buyer consent voluntarily to Licensee's limited agency capacity and waive any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee arising from Licensee's role of limited agent.

G. PRIOR AGREEMENTS: Seller and Buyer understand this Agreement does not replace prior agreements with Licensee to represent Seller or Buyer. However, where this Limited Agency Agreement contradicts or conflicts with prior agreements, this Limited Agency Agreement shall supersede.

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Phone: Fax:

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H. CANCELLATION: If the Seller and Buyer do not enter into an agreement relating to the Property or if the transaction fails to close, Seller and Buyer agree that this Agreement is automatically cancelled and the Licensee's role of limited agent is terminated.

By signature below, the parties verify that they understand and approve this Limited Agency Agreement and acknowledge receipt of a signed copy. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be transmitted between them by facsimile machine. The parties intend that faxed signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered, if requested.

BUYER'S SIGNATURE DATE	SELLER'S SIGNATURE DATE
PRINTED	PRINTED
BUYER'S SOCIAL SECURITY # / FEDERAL I.D. #	SELLER'S SOCIAL SECURITY # / FEDERAL I.D. #
MAILING ADDRESS	MAILING ADDRESS
(Area Code) TELEPHONE NUMBER	(Area Code) TELEPHONE NUMBER
BUYER'S SIGNATURE DATE	SELLER'S SIGNATURE DATE
PRINTED	PRINTED
BUYER'S SOCIAL SECURITY # / FEDERAL I.D. #	SELLER'S SOCIAL SECURITY # / FEDERAL I.D. #
MAILING ADDRESS	MAILING ADDRESS
(Area Code) TELEPHONE NUMBER	(Area Code) TELEPHONE NUMBER

REALTOR®

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