

DISCLOSURE REGARDING DUAL AGENCY ROLE IN RESIDENTIAL REAL ESTATE TRANSACTIONS

Pursuant to N.Y. Comp. Codes R. Regs. tit. 3, § 38.12.

THE FOLLOWING DISCLOSURE AND ACKNOWLEDGEMENT APPLY TO THOSE TRANSACTIONS IN WHICH THE REAL ESTATE BROKER REPRESENTING THE SELLER AND THE MORTGAGE BROKER REPRESENTING THE BUYER/BORROWER ARE THE SAME PERSON OR ENTITY.

I must explain what dual agency means to you.

DUAL AGENCY

1. As a real estate licensee in the pending transaction _____ (Name of Real Estate Broker) represents the seller in the sale of the residential real property and as such the primary responsibility is to the seller.
2. As a mortgage broker _____ (Name of Mortgage Broker) represents the buyer/borrower in the acquisition of the mortgage loan and as such the primary responsibility is to the buyer/borrower.

YOUR RIGHTS UNDER DUAL AGENCY

1. I may represent you only with the knowledge and informed consent of each of you.
 2. By consenting to Dual Agency you are giving up your right to undivided loyalty. You should carefully consider the possible consequences of a Dual Agency relationship before agreeing to such representation.
 3. Since I am not a legal expert or an attorney you may wish to consult one before signing this form.
 4. You the buyer may retain the services of a real estate broker or mortgage broker who will represent only you in the transaction.
 5. You the seller may, subject to any existing contract of sale and/or any real estate agreement which you have already signed, retain the services of a real estate broker who will represent only you in the transaction.
- [] I place mortgage loan applications with three or fewer mortgage lenders.
- [] I place mortgage loan applications with more than three mortgage lenders.

ACKNOWLEDGEMENT OF PROSPECTIVE BUYER AND SELLER TO DUAL AGENCY

- 1. I have received and read this disclosure notice.
- 2. I understand that as a real estate/mortgage broker you may be representing the interests of the seller in the sale of the residential real property and the buyer in the acquisition of the mortgage loan and that you will be unable to offer the full range of fiduciary duties to each of us.
- 3. I understand that subject to the terms of any existing contract of sale and/or any real estate agreement which I may have already signed I the seller may engage my own broker as a real estate broker who will not act as a mortgage broker for any potential buyer/borrower in this transaction; or that I as a buyer/borrower may engage my own broker as a mortgage broker and/or my own broker as a real estate broker who will not act as a real estate broker for the seller in this transaction.
- [] I understand that you as a mortgage broker will ordinarily place mortgage loan applications with three or fewer mortgage lenders.
- [] I understand that you as a mortgage broker will ordinarily place mortgage loan applications with more than three mortgage lenders.

_____	_____	_____	_____
Buyer/Borrower	Date	Buyer/Borrower	Date
_____	_____	_____	_____
Seller	Date	Seller	Date

This disclosure must be provided at the first substantive contact between a mortgage broker and a buyer/borrower when the mortgage broker is also the real estate broker in same real estate transaction.

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