ADDENDUM TO:

] EXCLUSIVE RIGHT TO SELL AGREEMENT] EXCLUSIVE AGENCY AGREEMENT

This Addendum is hereby annexed to and made a part of the Agency Agreement signed on [this date] [_______, 201_].

IN-HOUSE SALES

If the Broker has an agency relationship with the buyer ["buyer's broker"] and that buyer expresses interest in property owned by a seller who also has an agency relationship with the Broker ["seller's broker"], a conflict has arisen.

The Broker shall immediately advise both the buyer client and the seller client of the pertinent facts including the fact that a dual agency situation has arisen, and that the **following options are available**:

[1] **The Broker and buyer could dissolve their Agency relationship.** The buyer may then seek to retain another broker, and/or an attorney, or may represent (her)himself. This would release the buyer from any Broker employment contract which was entered into with the Broker. Broker may continue to act as agent for the seller.

[2] **The Broker and the seller could dissolve their Agency relationship.** The seller may then seek to retain another broker, and/or an attorney, or may represent (her)himself. This would release the seller from any listing agreement which was entered into with Broker. The Broker may continue to act as Agent for the buyer.

[3] With fully informed consent, the buyer and seller may elect to continue with the brokerage firm serving as a consensual dual agent, which is the exception to the general rule that agents serve one principal. As a dual agent, the firm and its licensee agents have a duty of fairness to both principals. By mutual agreement the buyer and seller may identify who will negotiate for each principal. For example: [a] the licensee who signed the buyer as a principal of the brokerage firm may negotiate on behalf of the buyer principal and [b] the licensee who signed the seller as a principal of the firm may negotiate on behalf of the seller principal.

In either case, the brokerage commission will be paid by the seller in accordance with the listing agreement with the seller, unless different arrangements have been negotiated.

As a dual agent, the firm and its agents cannot furnish undivided loyalty to either party.

As a dual agent, the firm and its licensee agents have a duty not to disclose confidential information given by one principal to the other principal, such as the price one is willing to pay or accept. Such information may already be known to the firm and its agents. If the information is of such a nature that the agent cannot fairly give advice without disclosing it, the agent cannot properly continue to act as an agent.

The buyer, seller and broker shall memorialize the option of their mutual choice by executing a statutory disclosure notice. If there is no mutual agreement, the proposed transaction between buyer and seller shall not be pursued.

[Agent]

By:

[Authorized Representative]

[Date]

[Owner]

[Date]

[Owner]

[Date]