

DUAL AGENCY DISCLOSURE and CONSENT AGREEMENT

Property Address: _____

Seller(s): _____

Buyer(s): _____

It is clearly understood and agreed to by the parties that W.H. Burton and Associates, hereinafter referred to as BROKER, is acting as the listing agent for the SELLER. It is further understood and agreed to by the parties that BROKER is acting as the buyer's broker for the BUYER.

Since BROKER is representing both the BUYER as the selling broker and the SELLER as the listing broker in the same transaction, the following Dual Agency Disclosure Consent Agreement must be signed prior to engaging in any activities causing rise to a dual agency situation, ie. discussing, showing, or negotiating for a property in which BROKER represents both the BUYER and SELLER.

SELLER AND BUYER UNDERSTAND THAT DUAL AGENCY CAN CREATE A CONFLICT OF INTEREST, THEREFORE, BROKER WILL NOT REPRESENT THE INTEREST OF EITHER THE SELLER OR BUYER TO THE EXCLUSION OR DETRIMENT OF THE INTEREST OF THE OTHER.

The parties understand that because BROKER represents both SELLER and BUYER, BROKER will endeavor to be impartial as between SELLER and BUYER. BROKER in it capacity as a dual agent will:

1. Treat Seller and Buyer fairly and honestly.
2. As required by West Virginia law, disclose material facts actually know about the property to include hidden defects.
3. To the extent of our knowledge, respond accurately to questions concerning the property.

4. Convey all questions BUYER has about the property to SELLER and relay to BUYER the SELLER'S answers in written form when possible.
5. Explain real estate terms and procedures.
6. Explain closing costs and procedures.
7. Assist the BUYER in arranging to meet contingencies in the purchase agreement by parties of the BUYER'S choice.
8. Assist in the preparation and presentation of offers to purchase and/or counteroffers.
9. Will act as a mediator and make recommendations for compromise if a dispute or impasse arises with written permission of SELLER and BUYER.
10. Disclose to SELLER, to the best of our ability with information furnished to us, whether or not the BUYER is qualified for financing necessary to complete the sale.
11. If requested and if readily available, provide information about comparable properties, so SELLER and BUYER may make an informed decision regarding the price to accept or offer for the property.
12. Work diligently to complete the sale of the property after the purchase agreement has been accepted and to advise all parties when other qualified persons should be retained for the protection of the parties.

BROKER cannot disclose to either the SELLER or BUYER the following:

1. Confidential information that is known concerning either party without the prior written permission of the SELLER and or BUYER.
2. The price the SELLER will take other than the listing price without the written permission for such disclosure from the SELLER.
3. The price the BUYER is willing to pay other than the offered price without written permission of the BUYER.

BROKER shall make every effort to remain impartial to both the SELLER and BUYER. SELLER and BUYER acknowledge that prior to the time this agreement was executed BROKER acted as the agent for the SELLER and acted as the agent for the BUYER. In these separate roles, BROKER may have obtained information which, if disclosed, would harm the bargaining position of the party that is providing that information to BROKER. BROKER shall not be liable to either the SELLER or the BUYER for refusing or failing to disclose this information which BROKER in its sole discretion, believes would harm either the SELLER'S or the BUYER'S bargaining position and would benefit the other party. SELLER and BUYER understand that they have the responsibility of independently making their own decisions as to what terms and conditions are to be included in the purchase agreement.

IF NOT UNDERSTOOD, SEEK INDEPENDENT LEGAL COUNSEL. NEITHER PARTY MUST CONSENT TO DUAL AGENCY.

BROKER is only entitled to one commission for this real estate transaction. Accordingly, our fee, which shall be paid from the transaction, shall be the same commission set in the Exclusive Listing Agreement with the SELLER and that amount shall be deducted from the SELLER'S gross proceeds. This should be taken into account when making and accepting offers.

This agreement is intended to apply only to the property at the address shown above. Upon termination of this negotiation, BROKER will resume its services to the BUYER and the SELLER as customers/clients of BROKER in accordance with either the Exclusive Listing Agreement or the Exclusive Buyer's Agency Agreement previously executed by the parties.

By their signatures below, SELLER and BUYER, hereby consent to dual agency for the purchase of _____.

Buyer's Signature Date

Buyer's Signature Date

Seller's Signature Date

Seller's Signature Date

Broker's Signature Date