

## AGENCY CONSENT AGREEMENT -- SELLER

The real estate agent who is providing you with this form is required to do so by Kentucky law. The purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. **(For purposes of this form, the term "seller" includes a landlord.)**

Seller(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

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### I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The Seller is represented by \_\_\_\_\_ of \_\_\_\_\_

*AGENT*

\_\_\_\_\_  
*NAME OF BROKERAGE AND PRINCIPAL BROKER'S NAME*

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### II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

**(Mark the appropriate box)**

If two agents in the same real estate brokerage represent both the Buyer and the Seller, check the following relationship that will apply:

**Designated Agency:**

- Agent(s) \_\_\_\_\_ of \_\_\_\_\_ represents the Seller and another Agent(s) in the same firm represents the Buyer. The principal broker and managers will be "dual agents," which is explained in the Commission's Guide to Agency Relationships. As dual agents, they will remain loyal to both parties in the transaction, and they will protect all parties' confidential information;

OR

**Dual Agency:**

- Every agent in the brokerage represents every "client" of the brokerage. Therefore, Agent(s) \_\_\_\_\_ and \_\_\_\_\_ will be working for both the Buyer and Seller as "dual agents". Dual agency is explained in the Commission's Guide to Agency Relationships. As a dual agent, they will remain loyal to both parties in the transaction, and they will protect all parties' confidential information. To the best of the Agent's knowledge, neither the agent(s) nor the principal broker acting as a dual agent in this transaction has a **PERSONAL, FAMILY, or BUSINESS** relationship with either the Buyer or Seller. *If such a relationship does exist, please explain:* \_\_\_\_\_

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### III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

**(Mark the appropriate box.)**

Agent \_\_\_\_\_ and the brokerage \_\_\_\_\_ will:

- be a "dual agent" representing both parties in this transaction. Dual agency is explained in the Commission's Guide to Agency Relationships. As a dual agent they will remain loyal to both parties, and they will protect all parties' confidential information. To the best of the agent's knowledge, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a **PERSONAL, FAMILY, or BUSINESS** relationship with either the Buyer or Seller. *If such a relationship does exist, please explain:* \_\_\_\_\_

OR

- represent only the (check one)  Seller or  Buyer  neither in this transaction as a client. The other party(ies) is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

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## IV. TRANSACTION INVOLVING NON-CLIENT PARTIES

**(Mark the appropriate box.)**

Transactional Brokerage: The Principal Broker of the Company assigns (Identify all Licensees acting as a Transactional Agent): \_\_\_\_\_

to provide real estate brokerage services to either, or both, Party(ies) to the transaction, owe the Party(ies) only the duties of good faith and fair dealing, and to not relay confidential information between the Parties, unless so directed by the sending Party. For the purposes of this Agreement, a party to a Transactional Brokerage is not a Client or Prospective Client.

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Unrepresented Party: The Principal Broker of the Company, and all affiliated licensees, do not act as an agent for a Party.

The  Buyer;  Seller;  Lessor;  Lessee is an Unrepresented Party. A licensee owes an Unrepresented Party the duties of good faith and fair dealing. For the purposes of this Agreement, an Unrepresented Party is not a Client or Prospective Client.

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### DISCLAIMER

**Responsibilities of the Parties:** The duties of the agent and brokerage in a real estate transaction do not relieve the Seller and Buyer from the responsibility to protect their own interests. The Seller and Buyer are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

### PARTY CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency or designated agency in this transaction, I (we) acknowledge reading the information contained in the Commission's Guide to Agency Relationships.

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*SELLER/LANDLORD'S Signature*

*Printed Name*

*DATE/TIME*

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*SELLER/LANDLORD'S Signature*

*Printed Name*

*DATE/TIME*

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*SELLER/LANDLORD'S Signature*

*Printed Name*

*DATE/TIME*