

Dual Agency Disclosure to the Buyer and Seller

Montana law requires a Broker or Sales Associate to disclose the existence and nature of relevant agency or other relationships to the parties to a real estate transaction.

Jerry Hanson, Broker, and his Associate, _____ are the Dual Agents of a Buyer interested in purchasing the property and of the Seller of the below described property:

A dual agent is obligated to the Buyer and Seller as follows:

1. To act solely in the best interests of the Buyer and Seller to the exclusion of all other interests, including those of the Dual Agent;
2. To obey promptly and efficiently all lawful instructions of the Buyer and Seller;
3. To disclose to the Buyer and Seller all relevant and material information that concerns the real estate transaction and that is known by the Dual Agent and not known by the Buyer or Seller, unless the information is subject to confidentiality arising from a prior or existing agency relationship;
4. To exercise reasonable skill, care, and diligence in pursuing the Buyer's and Seller's objectives as established in the Listing Contract and Buyer Broker Contract;
5. To fully account to the Buyer and Seller for all funds or property of the Buyer and Seller coming into the Dual Agent's possession;'
6. To comply with all applicable federal and state laws, rules, and regulations;
7. To carry out the terms of the Buyer Broker Contract; and
8. To safeguard the Buyer's and Seller's confidences, subject to the obligation to disclose to a Buyer or a Seller any adverse material facts that are known to the Dual Agent, regardless of any confidentiality considerations. The following may not be disclosed without the written consent of the party to whom the information is confidential:
 - a) That the Buyer is willing to pay more than the Buyer has offered for the property;
 - b) That the Seller is willing to accept less than the asking price for the property;
 - c) Factors motivating the Buyer to buy or the Seller to sell; and
 - d) Any other information that a party specifically indicates in writing to the Dual Agent is to be kept confidential and that is not an adverse material fact.



“Adverse material fact” means a fact that should be recognized by a Broker as being of enough significance as to affect a person’s decision to enter into a contract to buy or sell real property. It may be a fact that materially affects the value or structural integrity or presents a documented health risk to occupants of the property, but may not include the fact that an occupant of the property has or has had a communicable disease or that the property was the site of a suicide or felony, or it may be a fact that material affects the Buyer’s ability or intent to perform the Buyer’s obligations under a proposed OR existing contract.

Upon signing this disclosure form, the Buyer and Seller acknowledge that they understand the obligations owed by a Dual Agent to them, and consent to the Dual Agent representing them as a Dual Agent.

Seller _____ / /

Seller _____ / /

Buyer _____ / /

Buyer _____ / /

Associate _____ / /

Broker _____ / /
Jerry Hanson

