



Rhode Island Association of REALTORS® DUAL FACILITATOR CONSENT FORM



SELLER(S)/LANDLORD(S): _____

BUYER(S)/TENANT(S): _____

PROPERTY ADDRESS: _____

NAME OF INDIVIDUAL REAL ESTATE LICENSEE: _____

R.I.G.L. 5-20.6 allows an individual real estate licensee to act as a neutral dual facilitator and assist both the Buyer and Seller or Tenant and Landlord in the same transaction with the informed, written consent of both parties and the Principal Broker. State law requires consent to be given before the real estate licensee presents an offer to Seller or Landlord.

The dual facilitator can assist both parties in a transaction but shall be neutral as to any conflicting interests between the parties to the transaction. When an affiliated licensee acts as a dual facilitator, the principal broker or his or her designee shall act as a neutral transaction coordinator in the transaction and shall protect the parties' confidential information except where disclosure is required or permitted by state law.

A dual facilitator owes the following duties to all parties:

- Accounting for funds.
- Protecting the confidential information of all parties except if disclosure is expressly authorized by the party who shared the confidential information; required by law; intended to prevent illegal conduct; or is necessary to prosecute a claim against a person represented or to defend a claim against the licensee. The duty to protect confidential information shall continue after the completion of the transaction.

R.I.G.L. 5-20.6-6 states that a dual facilitator cannot satisfy fully the following duties to one or both parties: loyalty, full disclosure, reasonable care and obedience to lawful instructions.

“If a comparative market analysis was prepared for a seller client or a buyer client and a dual facilitation situation subsequently arises, the dual facilitator may only provide the comparative market analysis to the other party with the prior consent of the party for whom it was initially prepared. A dual facilitator shall not be able to prepare a comparative market analysis for either party after a dual facilitation situation arises as it may adversely affect one party's bargaining position relative to the other party.”

“In the event that either the seller client or buyer client in the case of a sale of property, or the landlord client and the tenant client in the case of a rental of property, does not consent to dual facilitation, then the principal broker or his or her designee, may, with the consent of the party(ies) withholding consent designate another licensee to represent one of the parties as a designated client representative.”

**NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS.
IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.**

BUYER/TENANT AND SELLER/LANDLORD ACKNOWLEDGEMENT AND CONSENT

The undersigned Seller(s)/Landlord(s) and Buyer(s)/Tenant(s) acknowledge and authorize the above-named real estate licensee to assist us with the real estate transaction for the above property as a dual facilitator.

_____ Seller/Landlord	_____ Printed Name	_____ Date
_____ Seller/Landlord	_____ Printed Name	_____ Date
_____ Buyer/Tenant	_____ Printed Name	_____ Date
_____ Buyer/Tenant	_____ Printed Name	_____ Date

BROKER/SALESPERSON ACKNOWLEDGEMENT AND CONSENT

I acknowledge and agree to assist the above-named consumers as a dual facilitator and to perform the duties of that relationship.

_____ Real Estate Licensee	_____ Printed Name	_____ Date
_____ Name of Brokerage Firm	_____ Address	

PRINCIPAL BROKER ACKNOWLEDGEMENT AND CONSENT

I authorize the above-named real estate licensee to assist both Buyer and Seller or Tenant and Landlord as a dual facilitator in this transaction.

_____ Principal Broker or Designee	_____ Printed Name	_____ Date
_____ Name of Brokerage Firm	_____ Address	