



LIMITED DUAL AGENCY ACKNOWLEDGEMENT FORM - #204
PURCHASE AND SALE TRANSACTIONS
(ACKNOWLEDGEMENT TO BROKERAGE ACTING FOR BOTH BUYER AND SELLER)
 Developed & Provided by your Association of Saskatchewan REALTORS®

TO: _____ RE: _____

INFORMATION ONLY

_____ (BROKERAGE) _____ (PROPERTY)

FROM: _____ AND: _____

_____ (BUYER) _____ (SELLER)

- The Buyer and Seller acknowledge and agree that:
- The Brokerage represents the Seller regarding the sale of the Property and has agreed to try to find a Buyer for the Property.
 - The Buyer has requested that the Brokerage assist the Buyer in finding suitable real estate for purchase by the Buyer.
 - The Buyer's interest in the Property results in the Brokerage acting as Agent for both the Buyer and Seller regarding the possible purchase and sale of the Property.
 - The Dual Agency referred to in Paragraph 3 above will result from:
 - the same salesperson acting for both the Buyer and Seller;
 - different salespersons operating out of the same branch office of the Brokerage acting for both the Buyer and Seller;
 - different salespersons operating out of different branch offices of the Brokerage acting for both the Buyer and Seller.
 - The Buyer and Seller have both read and understood the Association of Saskatchewan REALTORS® document entitled, "Agency Disclosure".
 - The Brokerage may only act as the Agent for both the Buyer and Seller with the acknowledgement of both of them.
 - The Buyer and Seller want the Brokerage to represent both of them to facilitate the purchase and sale of the Property.
 - The Buyer and the Seller have carefully considered both the implications of the Brokerage acting for them in a limited capacity and the alternatives available to them.
 - The Brokerage may disclose to the Buyer and Seller at any time all "comparable" property information available through the Multiple Listing Service → System or otherwise included properties for sale, sold or expired.

NOW THEREFORE, in view of the foregoing the Buyer and the Seller hereby acknowledge that the Brokerage is acting as the agent for both the Buyer and the Seller in the circumstances described in Paragraph 4 above regarding the purchase and sale of the Property and agree that the Brokerage's duties to each of them will be modified by the limitations set out in the document which are repeated below:

- a) the Brokerage will not disclose that the Buyer will pay a price or agree to terms other than those contained in the offer or that the Seller will accept a price or terms other than those contained in the Exclusive Seller's Brokerage Contract.
- b) the Brokerage will not disclose the motivation of the Buyer to buy or the Seller to sell unless authorized by the appropriate party;
- c) the Brokerage shall disclose to the Buyer all material defects about the physical condition of the Property known to the Brokerage;
- d) the Brokerage will not represent the interest of either the Buyer or the Seller to the advantage of one over the other;
- e) the Brokerage will not disclose personal or financial information of either the Buyer or the Seller unless authorized by the appropriate party.

Signed by the Buyer at _____, mm _____ dd _____ yyyy _____.

 WITNESS BUYER

 WITNESS BUYER

Signed by the Seller at _____, mm _____ dd _____ yyyy _____.

 WITNESS SELLER

 WITNESS SELLER

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