

# CONSENT TO ACT

*This form does not constitute a contract for services.*

## LICENSEE ACTING FOR MORE THAN ONE PARTY IN A REAL ESTATE TRANSACTION

In Nevada, a real estate licensee can ① act for only one party to a real estate transaction, ② act for more than one party to a real estate transaction with written consent of each party, or ③ if licensed as a broker, assign different licensees affiliated with the broker's company to separate parties to a real estate transaction.

**LICENSEE:** The licensee in this real estate transaction is \_\_\_\_\_ ("Licensee") whose license number is \_\_\_\_\_ and who is affiliated with \_\_\_\_\_ ("Company").

**LIMITATIONS AND CONFLICT OF INTEREST:**

Seller  Buyer  
understand that the licensee  is presently acting for  may, in the future elect to act for \_\_\_\_\_ two or more parties in this transaction. When acting for more than one party in the transaction, a limitation of the licensee's level of representation to all parties is created because the parties have adverse interests. In acting for these parties, the licensee has a conflict of interest. The licensee cannot represent the interests of one party to the exclusion or detriment of the interest of the other party.

**DISCLOSURE OF CONFIDENTIAL INFORMATION:** Licensee will not disclose any confidential information for 1 year after the revocation or termination of any brokerage agreement entered into with a party to this transaction, unless Licensee is required to do so by a court of competent jurisdiction or is given written permission to do so by that party. Confidential information includes, but is not limited to, the client's motivation to purchase, trade or sell, which if disclosed, could harm one party's bargaining position or benefit the other.

**DUTIES OF LICENSEE:** Licensee shall provide you a "Duties Owed by a Nevada Real Estate Licensee" Disclosure form which lists and explains the duties owed to all parties of a real estate transaction. When representing both parties, the licensee owes the same duties to both seller and buyer. Licensee shall disclose to both Seller and Buyer all known latent defects in the property, any matter that must be disclosed by law, and any information that the licensee believes may be material or might affect Seller's or Buyer's decisions with the respect to this transaction. The licensee **shall not** disclose:  
① To Buyer, price or terms the seller will accept, other than the listed price or terms, without the express written permission of the seller and/or  
② To Seller, information about price or terms Buyer will offer other than Buyer's written offer.

### CONFIRMATION OF DISCLOSURE

I/We acknowledge receipt of this disclosure and the list of licensee duties. **By signature, I/we confirm my/our understanding of the information provided herein.**

Buyer/Tenant: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ am/pm

Seller/Landlord: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ am/pm

**NO REQUIREMENT OF CONSENT:** You, as a party to this Transaction, are not required to consent to Licensee acting on your behalf. You may **reject** this consent and **obtain your own agent** to act on your behalf.

**CONSENT AND UNDERSTANDING:** You, as a party to this Transaction, are giving your consent without coercion and understand the terms of this consent.

### CONFIRMATION OF INFORMED CONSENT

**By signature, I/We consent to the Licensee acting for more than one party in this real estate transaction.**

**DESCRIPTION OF TRANSACTION:** The real estate transaction is the

sale and purchase  lease  management of

\_\_\_\_\_ ("Property").

Licensee: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ am/pm

Buyer/Tenant: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ am/pm

Seller/Landlord: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ am/pm