



RESORT PROPERTIES OF THE PACIFIC, LLC

Dual Agency Disclosure and Consent Agreement

RESORT PROPERTIES OF THE PACIFIC, as a licensed real estate broker in the State of Hawaii, may be in a relationship wherein both the Seller(s) and Buyer(s) consent to agent(s) of RESORT PROPERTIES OF THE PACIFIC representing both principal parties.

Hawaii Revised Statutes, Subchapter 16-99-3.1 requires written disclosure and consent to avoid any potential conflict regarding who RESORT PROPERTIES OF THE PACIFIC, as the listing agent of the subject property, represents in a transaction.

As your agent, we have an obligation to act in your best interest. We will do our best to be impartial. We will not disclose to the other party any confidential information that either the Buyer(s) or Seller(s) may give. By way of example, we will not disclose to the Seller(s) the highest price at which the Buyer(s) is/are willing to buy, nor will we disclose to the Buyer(s) the lowest price at which the Seller's would be willing to sell. We will, of course, do whatever we can to assist in closing the transaction.

The existence of a Dual Agency will place some limitations on our role as your agent. In all events, however, we will:

- respond directly to questions about the property
- disclose property conditions and other material facts we know about the property
- work diligently to facilitate the mechanics of the sale

Any agreement between the Buyer(s) and the Seller(s) as to the final contract price and other terms will be the result of direct negotiations between the Buyer(s) and Seller(s) acting in their own best interest.

By signing this agreement, you are acknowledging and agreeing that RESORT PROPERTIES OF THE PACIFIC may represent both the Buyer(s) and Seller(s) with respect to the Property and that RESORT PROPERTIES OF THE PACIFIC may serve in a Dual Agency capacity to bring the Buyer(s) and Seller(s) together for the purchase and sale of the Property. Our firms compensation will be unaffected by our Dual Agency role.

After considering these issues and limitations, by signing below you are agreeing that RESORT PROPERTIES OF THE PACIFIC may serve as a Dual Agent with regard to your property. You hereby acknowledge that RESORT PROPERTIES OF THE PACIFIC has explained the implications of a Dual Agency relationship. RESORT PROPERTIES OF THE PACIFIC hereby advises you that you have the right to seek independent advice from your attorney or advisor before signing this agreement or any document in the sales transaction.

I/We hereby acknowledge and agree to RESORT PROPERTIES OF THE PACIFIC having a Dual Agency Representation in the sale of the listed property.

Seller/Buyer

Date

Seller/Buyer

Date