

Working with Real Estate Agents

NOTE: Effective July 2, 2001, in every real estate transaction, a real estate agent shall, at first substantial contact directly with a prospective buyer or seller, provide the prospective buyer or seller with the brochure "Working with Real Estate Agents" and explain the different types of agency law. [NC Real Estate Commission Rule 21 NCAC 58A.0104(c)]

When buying or selling real estate, you may find it helpful to have a real estate agent assist you. Real estate agents can provide many useful services and work with you in different ways. In some real estate transactions, the agents work for the seller. In others, the seller and buyer may each have agents. And, sometimes the same agents work for both the buyer and seller. It is important for you to know whether an agent is working for you as **your** agent, or simply working **with** you, while acting as an agent of the other party.

SELLER'S AGENT:

An agent under a Listing Agreement with a seller acts as an agent for the seller. The listing firm and its agents, and the selling firm and all of its agents, act as subagents of the seller. Agent duties to Sellers:

- Promote your best interests
- Be loyal to you
- Follow your lawful instructions
- Provide you with all material facts that could influence your decision
- Use reasonable skill, care and diligence
- Account for all monies that firms handles for you

BUYER'S AGENT:

An agent under contract with a buyer, acts as an agent for the buyer only. The Buyer's Agent must renounce the usual subagency offered by the listing agreement and must disclose the buyer agency relationship to the seller's agent and firm. Agent duties to Buyers:

- Promote your best interests
- Be loyal to you
- Follow your lawful instructions
- Provide you with all material facts that could influence your decision
- Use reasonable skill, care and diligence
- Account for all monies that firms handles for you

DISCLOSED DUAL AGENT:

An agent acting under a disclosed dual agency relationship, may represent both the buyer and the seller, provided that there is a signed agreement by both parties, and that this dual agency relationship is disclosed with the written consent of all parties.

The agent may not disclose to either party, without the written consent of the party adversely affected by the disclosure, any information obtained within the confidentiality and trust of the fiduciary relationship. The agent **must not** disclose to the buyer that the seller will accept a price less than the listing price, **nor** tell the seller that the buyer will accept a price higher than the price offered. *The dual agent basically acts as a facilitator or liaison between both parties.*

Services and Compensation:

The compensation (commission or fee) can be paid by either the buyer or the seller. Most sellers agree at the time that they list their property, to compensate **all agents**, whether they represent the buyer or the seller.