

Types of Agency Representation

Seller Agency – occurs when a Buyer does not sign an agreement to have the broker represent them

- Agent represents best interest of Seller
- Agent owes Seller statutory duties
- Agent owes both Buyer and Seller honesty
- Agent must give buyer all information regarding physical material defects of the property of which the agent has actual knowledge

Buyer Agency – occurs when a Buyer signs an exclusive Right-to-Represent Agreement with the Broker

- Agent represents the best interest of the Buyer
- Agent owes Buyer acceptable price and terms on whatever home they choose to buy
- Agent owes both Buyer and Seller honesty
- Agent must give Buyer all material facts regarding the physical condition of the property and the transaction of which they have actual knowledge

Designated Agency – occurs when a Buyer Agent sells an in-company listing (exception: their own listing; see Dual Agency)

- Broker/Manager becomes Dual Agent working for all parties in the transaction They must keep all information confidential unless they gain written permission from the Clients
- Broker/Manager designates both a Listing Agent and a Buyer Agent to represent their respective Clients in the transaction
- The designated Listing and Buyer Agents can fully represent the interests of their respective Clients (the representation to the Clients doesn't change from Buyer or Seller Agency)

Dual Agency – occurs when a Buyer Agent sells his/her own listing

- Agent/Broker owes both parties in the transaction statutory duties
- Objective is to get a mutually satisfactory agreement among the parties
- There is confidentiality to all parties unless written permission to disclose such information is given in advance

