



KENTUCKY REAL ESTATE COMMISSION

656 Chamberlin Avenue, Suite B
Frankfort, Kentucky 40601
(502) 564-7760
<http://krec.ky.gov>

AGENCY CONSENT AGREEMENT

Prior to entering into a written agreement to provide real estate brokerage services or completing, or directing the completion of, a contract, offer, or lease for a real estate transaction, the Commonwealth of Kentucky requires a real estate licensee to complete and deliver to a prospective client or party this Agency Consent Agreement ("Agreement"). The licensee shall also seek and obtain written consent to the agency relationship described below. This Agreement is not required for a sale of real estate at auction, a commercial transaction, or when no licensee is involved. This Agreement is valid only for the transaction contemplated below.

This Agreement is made between the Principal Broker of the Real Estate Brokerage Company ("Company") providing real estate brokerage services and the Client (or Party, if Transactional Brokerage or Unrepresented Party) named below, and is effective immediately upon execution. Unless otherwise mutually agreed in writing, this Agreement shall terminate upon the conclusion of the contemplated transaction that is the subject of this Agreement. The fiduciary duty of confidentiality, if owed, shall survive the termination of this Agreement.

Client (Party):	Client (Party):
Principal Broker:	Designated Manager (if applicable):
Real Estate Brokerage Company:	
Property Address (if applicable):	

THE CLIENT (PARTY) AND THE PRINCIPAL BROKER AGREE TO THE FOLLOWING AGENCY RELATIONSHIP:

1. FOR TRANSACTIONS INVOLVING MORE THAN ONE REAL ESTATE BROKERAGE COMPANY

- Single Agency:** The Principal Broker of the Company, and all affiliated Licensees, act as an agent for the buyer or seller, or a lessor or lessee, Client on one side of a transaction.
- Designated Agent:** The Principal Broker of the Company, and an affiliated licensee(s), so designated by the Principal Broker on one side of a transaction, act as an agent for the (choose one) buyer, seller, lessor, or lessee, Client to the exclusion of all other licensees affiliated with the Principal Broker. Reference KRS 324.121(1).
- Identify all Licensees acting as Designated Agent:**

2. FOR TRANSACTIONS INVOLVING ONE REAL ESTATE BROKERAGE COMPANY

- Dual Agency:** The Principal Broker of the Company, and all affiliated licensees, simultaneously act, in a limited fiduciary capacity, on different sides of a transaction, as an agent for a buyer and seller, or a lessor and lessee, Client.
- Designated Agent:** The Principal Broker and any Designated Manager simultaneously act, in a transaction and in a limited fiduciary capacity, as an agent for all Clients, and each Designated Agent, so designated by the Principal Broker on different sides of the same transaction, acts as an agent for a (choose one) buyer, seller, lessor, or lessee, Client. Reference KRS 324.121(2).
- Identify all Licensees acting as Designated Agent:**

3. FOR TRANSACTIONS INVOLVING NON-CLIENT PARTIES

- Transactional Brokerage:** The Principal Broker of the Company, and any affiliated licensee(s), if so designated by the Principal Broker, provide real estate brokerage services to either, or both, Party(ies) to a transaction, owe the Party(ies) only the duties of good faith and fair dealing, and do not relay confidential information between the Parties, unless so directed by the sending Party. For the purposes of this Agreement, a Party to Transactional Brokerage is not a Client or Prospective Client.
- Identify all Designated Affiliated Licensees:**
- Unrepresented Party:** The Principal Broker of the Company, and all affiliated licensees, do not act as an agent for a Party. The Buyer Seller Lessor Lessee is an Unrepresented Party. A licensee owes an Unrepresented Party the duties of good faith and fair dealing. For the purposes of this Agreement, an Unrepresented Party is not a Client or Prospective Client.



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DISCLOSURES

- The Licensee(s) signing this Agreement had prior contact with a former prospective client who is involved in the presently contemplated real estate transaction and received confidential information. A licensee is obligated by law to maintain private certain confidential information obtained from a prospective client. This obligation does not prohibit the Client (Party) from seeking confidential information through the Licensee(s) from the former prospective client, so long as the former prospective client relieves the Licensee(s) from their fiduciary duty of confidentiality to provide the information.
- The Licensee(s) signing this Agreement has a known Business Family Personal relationship with another Party to the transaction. Explain the nature of the relationship(s):

ADDITIONAL TERMS

The Agreement is not an agreement or an obligation for compensation, nor to provide any specific real estate brokerage service(s), other than the Minimum Services proscribed in 201 KAR 11:121 Standards of Professional Conduct, unless otherwise by written mutual agreement of the Parties.

Exclusions from the Minimum Services proscribed in 201 KAR 11:121 Standards of Professional Conduct:

The duties and responsibilities of the Principal Broker, affiliated Licensee(s), and the Company in a real estate transaction do not relieve the buyer, seller, lessor, or lessee from the duty and responsibility to protect their own interests. The buyer, seller, lessor, or lessee are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The Principal Broker and affiliated licensees are qualified to advise on real estate brokerage and transaction matters only. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

This Agreement shall be updated, and written consent obtained, if the Agency Relationship initially established later changes. A new, properly executed Agency Consent Agreement shall supersede any previous Agreement. A Designated Manager or an affiliated Licensee(s) of the Company may sign this Agreement on behalf of the Principal Broker.

CERTIFICATION

By signing this Agency Consent Agreement, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship described above, and you accept the terms of this Agreement. If you do not agree to the agency relationship or the terms of this Agreement, you are not required to consent to this Agreement.

Signature of Client X	Date
Signature of Client X	Date
Signature of Licensee X	Date
Signature of Licensee X	Date