



DESIGNATED AGENCY AGREEMENT

THIS DOCUMENT IS A MODIFICATION TO THE SELLER'S LISTING AGREEMENT AND THE BUYER'S AGENCY REPRESENTATION AGREEMENT.

This Designated Agency Agreement is entered into between _____, Buyer, and _____ Real Estate Company, Seller, and _____ Real Estate Company for Property located at _____.

The term "Broker" shall mean the broker-in-charge of the Brokerage, or the broker-in-charge's duly authorized real estate licensed representative. Broker shall designate one or more associated licensees from the Brokerage to represent Seller and one or more associated licensees from the Brokerage to represent Buyer. The designated agents of the Seller and Buyer shall have the duties as listed and described in the previous signed listing agreement and buyer's representation agreement and as required in Section 40-57-350 of the South Carolina Code of Laws. In designated agency, Broker, shall be a dual agent and have the additional duties of:

- a) Reasonable care to protect any confidential information disclosed to the licensee, and
- b) Responsibility to direct and supervise the business activities of the associated licensees who represent the Seller and Buyer while taking no action that is adverse or detrimental to either party's interest in the transaction. The Broker reserves the right to substitute designated agents and if so shall notify the parties in writing.

A Seller or Buyer under this designated agency agreement is represented only by associated licensees specifically named by the broker. The named "designated" associated licensee(s) acts solely on behalf of the client he or she is designated to represent and may only share confidential information about the client with the associated licensees' supervisory broker who is also named in this agreement.

1. **DESIGNATED AGENCY:** Seller and Buyer agree, understand and authorize the following:
 - (a) Seller and Buyer have determined that the advantages of entering into this Designated Agency Agreement, with Broker acting as Agent for both, outweigh the disadvantages.
 - (b) Broker shall designate an associated licensee(s) as the agent to represent Seller, to the exclusion of any other licensees associated with Broker. The associated licensee(s) shall not be so designated and shall not undertake to represent only the interests of the Seller if the associated licensee has actually received confidential information concerning the Buyer in connection with the transaction. The designated agent shall represent only the interests of Seller to the extent permitted by law.
 - (c) Broker shall designate an associated licensee(s) as the agent to represent Buyer, to the exclusion of any other licensees associated with Broker. The associated licensee(s) shall not be so designated and shall not undertake to represent only the interests of the Buyer if the agent has actually received confidential information concerning the Seller in connection with the transaction. The designated agent shall represent only the interests of the Buyer to the extent permitted by law. If Buyer desires to view a property that was personally listed by Broker or if Buyer is personally represented by Broker, Broker shall act as a dual agent with the written consent of the buyer and seller and shall represent the Seller and Buyer in a Dual Agency Agreement as required by law and **not use Designated Agency.**
 - (d) Seller and Buyer agree and consent that in this designated agency transaction where both Seller and Buyer are represented by designated agents and the designated agents are supervised by the same Broker, the Broker shall act as a dual agent.
 - (e) Seller and Buyer agree that a designated agent may disclose to the designated agent's Broker confidential information of a client for the purpose of seeking advice or assistance for the benefit of the Seller or Buyer in regard to a transaction.
 - (f) When Broker appoints different associated licensees as designated agents to represent Seller and Buyer, the Broker, all remaining associated licensees, and the real estate brokerage will be dual agents, except for the associated licensees acting as designated agents and those licensees in the firm's branch offices so long as those branch offices have a separate Broker.
 - (g) Designated agents must not disclose, except to the designated agent's Broker, information made confidential by written request or instruction of the Seller or Buyer whom the designated agent is representing, except information allowed to be disclosed by law. Unless required to be disclosed by law, Broker may not reveal confidential information received from either the designated agent or the Seller or Buyer with whom the designated agent is working. For the purposes of this agreement, confidential information is information, the disclosure of which, has

