

South Carolina Real Estate Commission  
Regular Meeting/Hearing  
September 15, 2004

Members attending: Evelyn Young, Chairman; Jay Keenan, Vice Chairman; Dan Ballou; Manning Biggers; Tony Cox; Buccie Harley (arrived at 9:55AM); Robert Heos; and Scott Moseley

Absent: Steve Sloop (Excused)

Staff attending: Robert Selman, Administrator; Robbie Boland, Manager, Licensing; Joe Harmon, Investigative Unit; Terry Johns, Education; Ann Parris, Administrative Assistant; Jay Pitts, Administrator, Engineering; and Beau Tiller, Manager, Education

Others: Byron King, South Carolina Association of REALTORS (SCAR); Hugh Ryall, Agency Task Force Committee; and Charles Wyatt, Chairman, Agency Task Force Committee

Chairman Young called the meeting to order at 9:40 AM and stated that public notice of this meeting was made in accordance with Section 30-4-80 of the South Carolina Freedom of Information Act.

The vote to excuse/not excuse members absent was delayed, as Mr. Harley had not arrived when meeting was called to order. Mr. Harley called staff to notify that he would be delayed a short time due to heavy traffic.

Agency Task Force Report – Charles Wyatt, Chairman

Mr. Wyatt, Chairman of the Agency Task Force, reported on the recommendations made by the committee whose responsibility was to come up with the appropriate agency forms to be used in conjunction with the agency changes to the license law effective January 1, 2005. He acknowledged members of Task Force Committee (copy attached #1). He distributed copies of the recommended agency disclosure form, the designated agency agreement, the dual agency agreement and language to be inserted in all listing contracts and buyer's representation contracts (copies attached #2). Members were given time to review the information. There was discussion and Mr. Wyatt addressed various concerns. Following the discussion, the Chair called for a motion regarding Mr. Wyatt's presentation. Mr. Wilson asked if the Commission would like to address each committee recommendation separately or as a whole. It was decided each item would be discussed individually.

**Motion: Mr. Ballou moved to accept the Agency Task Force recommendation of the agency disclosure form. Mr. Heos seconded the motion but stated he had a question.**

He asked if this was a draft or the exact form that the Commission would be voting to accept. Mr. Wyatt stated this was not a draft. He said it was the committee's recommendation; however, he said he assumed that the Commission always has the right to change the form. Mr. Heos stated he would like for the Commission to take it under consideration and

announce their decision at the next Commission meeting. Mr. Heos said this would allow time to study the recommendation more thoroughly before making a final decision.

Chairman Young asked what type hardship it would place on the process if the members took this information home and announced their decision at the next meeting? Mr. Biggers suggested that the Commission find time today to get together (possibly between hearings) to discuss the form. Mr. Keenan suggested that a telephone conference be considered.

Beau Tiller, Manager, Education, stated that time is of the essence due to the implementation date. He said there are so many changes to the law that it is imperative to educate the brokers-in-charge as soon as possible to allow time for them to educate everyone in their offices by the implementation date of January 1, 2005. The plan is to hold seminars in six cities around the state to educate the brokers-in-charge. Those cities are: Charleston, Columbia, Florence, Greenville, and Hilton Head-Beaufort. Mr. Tiller said the Real Estate Center at the University of South Carolina has sent requests for proposal to approximately 200 instructors out of state and 54 within the state. The seminars will be presented twice daily-a morning session and an afternoon session. He said also a session will be filmed by ETV and placed on the Real Estate Center's web site for any one who wishes to view it. Mr. Tiller stated that the estimate is that about 1,200 brokers-in-charge out of 3,000 in the state will attend.

Mr. Tiller asked if he could poll the members by phone within the next week regarding their decision. Mr. Ballou asked if the vote was not taken today would it be necessary to hold a meeting to vote on this matter. Mr. Wilson stated normally it would, but that he would suggest the Commission approve it today contingent upon any suggestions that may come in during the next week.

**Motion withdrawn: Mr. Ballou withdrew the motion**

Mr. Wyatt also reviewed the language for insertion in all listing agreements and the buyer's representation agreement that is being recommended by the Agency Task Force Committee along with the Designated Agency Agreement and the Dual Agency Agreement. At the conclusion of the discussion on these changes, Chairman Young thanked Mr. Wyatt and the entire Agency Task Force Committee for the work they had done. She also thanked Mr. Wyatt for his excellent presentation. She said the Commission would take these matters into consideration.

Mr. Selman stated there is a sense of urgency regarding this matter. He said it is important to get this information out as quickly as possible and as often as possible in an understandable form.

Elections

Chairman Young stated elections could be held either by open election or secret ballot.

**Motion: Mr. Biggers moved to re-elect by acclamation the current slate of officers.**

Mr. Heos stated he would prefer holding the election by secret ballot.

**Motion Withdrawn: Mr. Biggers withdrew his motion.**

The following persons were elected by secret ballot to serve a one-year term.

Evelyn K. Young	Chairman
Jay Keenan	Vice Chairman
Steve Sloop	Secretary

Vote to Excuse/Not Excuse Member Absence - Vote was taken on the one member absent. Steve Sloop sent written notice to staff in advance that he would be attending the REALTORS meeting in Savannah, Georgia.

**Motion: Mr. Heos moved to excuse the absence and Mr. Ballou seconded the motion. Motion was unanimously carried**

ARELLO Conference Update

Mr. Biggers stated the ARELLO Southern/Central Conference hosted by South Carolina in Charleston in June was very successful. He thanked Jay Keenan for his help in securing a keynote speaker and all the other Commission members for the part they played in assuring the conference would be a success. He thanked Bob Selman for his attendance, Jay Pitts, Engineering Board, for the fantastic help he offered in getting everything set up and for his coordination of special events. He also thanked Ann Parris and his personal assistant Renee Barker for the outstanding job they did. Mr. Biggers said he had received many compliments from participants about how pleased they were with all aspects of the event.

Chairman Young stated that on behalf of the Commission she wished to thank Mr. Biggers for the excellent job he did in chairing this project. She said she also would like to acknowledge Mr. Biggers' fine work he does within the ARELLO organization and how well he always represents South Carolina.

Introduction of New Commission Member – Tony K. Cox

Chairman Young introduced and welcomed the Commission's newest member, Tony K. Cox, Myrtle Beach, First Congressional District. She stated the Commission is pleased to have Mr. Cox on the Commission.

Mr. Cox thanked Chairman Young and said he very much appreciated the welcoming letters and phone calls he received from the Commission members. Mr. Cox stated he had been in the real estate business for many years and that serving on the Commission had been one of his goals. He said he looked forward to working with the Commission.

Chairman Young also personally welcomed Mr. Moseley to the Commission. She stated was not at the May meeting which was Mr. Moseley's first meeting as a member.

Chairman Young stated that the business meeting would take a recess but would not adjourn at this time as the members plan to discuss the proposed Agency Disclosure form and decide date and time for the conference call regarding the approval of this form.

**Motion to recess: Mr. Heos moved to take a recess and Mr. Ballou seconded. Recessed at 10:35 AM.**

The regular meeting of the Commission reconvened at 11:05 AM.

**Motion: Mr. Keenan moved that the staff of the Commission set up a conference call for Friday, September 17, 9 AM, to discuss the package of information that was presented today regarding the proposed Agency Disclosure form, Designated Agency Form, Dual Agency Form, and the language for the listing contract and the buyer's representation contract; and at this time, the members will be polled for their vote of approval or disapproval. Motion seconded by Mr. Harley and passed.**

There being no further business, the meeting adjourned at 11:00 AM on motion of Mr. Ballou and second of Mr. Biggers.

#### Exhibits

1)

#### AGENCY TASK FORCE COMMITTEE

Charlie Wyatt, Presiding  
Beau Tiller  
Laura Stroman  
Judy Wolk  
Wayne Mumford  
Hugh Ryall  
Brad Halter

Jeff Wyman  
Walt Panko  
Terry Johns  
Byron King  
Nick Kremydas  
Dianna Brouthers

2)

**Language that needs to be put into listing contracts**

(Seller must initial all applicable choices)

\_\_\_\_\_ Seller acknowledges receiving an explanation of the types of agency relationships that are offered by brokerage and an Agency Disclosure Form at the first practical opportunity at which substantive contact occurred between the agent and seller.

Seller acknowledges that after entering into this written agency contract, agent might request a modification in order to act as a **dual agent** or a **designated agent** in a specific transaction. If asked:

\_\_\_\_\_ Permission to act as a **dual agent** will not be considered.

\_\_\_\_\_ Permission to act as a **dual agent** may be considered at the time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written **Dual Agency Agreement**.

\_\_\_\_\_ Permission to act as a **designated agent** will not be considered.

\_\_\_\_\_ Permission to act as a **designated agent** may be considered at the time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written **Designated Agency Agreement**.

**Language that needs to be put into buyer's representation contracts**

(Buyer must initial all applicable choices)

\_\_\_\_\_ Buyer acknowledges receiving an explanation of the types of agency relationships that are offered by brokerage and an Agency Disclosure Form at the first practical opportunity at which substantive contact occurred between the agent and buyer.

Buyer acknowledges that after entering into this written agency contract, agent might request a modification in order to act as a **dual agent** or a **designated agent** in a specific transaction. If asked:

\_\_\_\_\_ Permission to act as a **dual agent** will not be considered.

\_\_\_\_\_ Permission to act as a **dual agent** may be considered at the time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written **Dual Agency Agreement**.

\_\_\_\_\_ Permission to act as a **designated agent** will not be considered.

\_\_\_\_\_ Permission to act as a **designated agent** may be considered at the time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written **Designated Agency Agreement**.

**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 40-57-137(P) 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 not been consented to by the client and that could harm the negotiating position of the client. The designation of one or more of Broker's associated licensees as designated agents does not permit the disclosure by Broker or associated licensees of any information made confidential by an express written request or instruction by Seller or Buyer before or after the creation of the designated agency. Broker and associated licensees shall continue to maintain this confidential information unless the Seller or Buyer from whom the confidential information was obtained permits its disclosure by written agreement or disclosure is required by law.

(h) Broker shall not be liable to either party for (1) disclosing known material facts concerning the property or the transaction required by law to be disclosed and (2) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

(i) Seller and Buyer are fully aware of, and understand, the implications and consequences of Broker's Designated Agency role as expressed herein.

(j) Seller and Buyer agree to indemnify and hold Broker harmless against all claims, damages, losses, expenses, or liabilities, other than violations of the South Carolina Real Estate License law and intentional wrongful acts, arising from Broker's role under the terms of this Designated Agency Agreement.

2. **PREVIOUS AGENCY AGREEMENTS:** The parties agree that this Agreement shall modify any agency agreements previously entered into between Seller and Broker or between Buyer and Broker. If those previous agency agreements contain expiration or termination dates prior to the termination date for this Agreement as set forth below, the expiration or termination dates of the previous agency agreements are hereby extended until the termination of this Agreement. If this Agreement terminates prior to the termination date of any previous agency agreement, the previous agency agreement shall remain in force and effect in accordance with its terms. In any areas where this Agreement contradicts or conflicts with those agency agreements, this Designated Agency Agreement shall control.

3. **DURATION OF DESIGNATED AGENCY:** The term of this Agreement shall commence when this document is executed by Seller, Buyer and Broker, and unless extended by written agreement of all parties, shall terminate upon the closing of the sale of the property.

4. **FAIR HOUSING:** The Broker shall conduct all brokerage activities in regard to this Agreement without regard to race, color, religion, sex, handicap, familial status, or national origin and shall conduct business in full compliance with local, state, and federal fair housing laws.

5. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that the execution of this designated agency agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

6. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement it shall not be necessary to produce more than one such counterpart.

7. **REPRESENTATION:** The associated licensee(s)' supervisory broker is \_\_\_\_\_.

The associated licensee(s) designated to represent Seller is \_\_\_\_\_.

The associated licensee(s) designated to represent Buyer is \_\_\_\_\_.

**THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A SIGNED COPY OF THIS DESIGNATED AGENCY AGREEMENT.**

Seller Date Time

Seller Date Time

Buyer Date Time

Buyer Date Time

Real Estate Brokerage (Name of Real Estate Co.)

Personal information provided in this application may be subject to public scrutiny or release under the South Carolina Freedom of Information Act or other provisions of federal and state law.

By: Broker/ Assoc. Licensee Date

## **DUAL AGENCY AGREEMENT**

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

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

The term "Broker" includes the real estate firm, broker-in-charge and associated licensees.

1. **DUAL AGENCY:** Seller and Buyer agree that Broker shall serve as both Seller's agent and Buyer's agent in the sale of Seller's property to Buyer in accordance with Section 40-57-137(M)(1) of the South Carolina Code of Laws, which provides in part that "...in acting as a dual agent, a licensee represents clients whose interest may be adverse and that agency duties are limited." The parties agree that without permission from the party about whom the information pertains, Broker shall not disclose to the other party the following information:

- a) That a party may agree to a price, terms, or any conditions of sale other than those offered;
- b) The motivation of a party for engaging in the transaction, unless disclosure is otherwise provided by state law or regulation; and
- c) Any information about a party which that party has identified as confidential unless disclosure is otherwise required by state law or regulation.

2. **BROKER'S DUAL AGENCY ROLE:** Because Broker is serving as Agent for both Seller and Buyer in this transaction, Broker shall make every reasonable effort to represent Seller and Buyer in a balanced and fair manner. Broker shall also make every reasonable effort to encourage and effect communication and negotiation between Seller and Buyer. Seller and Buyer understand and acknowledge that:

- a) Prior to the time this agreement was entered into, Broker acted as the exclusive Agent of Seller and acted as exclusive Agent of Buyer.
- b) In those separate roles Broker may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to Broker.
- c) Broker is required by law to disclose to Seller and Buyer any known material facts concerning the property or the transaction. Seller and Buyer agree that Broker shall not be liable to either party for (1) disclosing known material facts concerning the property required by law to be disclosed and (2) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

3. **SELLER'S AND BUYER'S ROLES:** Because of Broker's Dual Agency relationship, Seller and Buyer understand and acknowledge that:

- a) Seller and Buyer have determined that the advantages of entering into this Dual Agency Agreement, with Broker acting as Agent for both, outweigh the disadvantages.
- b) Seller and Buyer each have the responsibility of making their own decisions as to what terms are to be included in any agreement to buy and sell between the Seller and Buyer.
- c) Seller and Buyer are fully aware of, and understand, the implications and consequences of Broker's Dual Agency role as expressed herein to provide balanced and fair representation of Seller and Buyer and to encourage communication between Seller and Buyer rather than acting as an advocate or exclusive agent.
- d) Seller and Buyer agree to indemnify and hold Broker harmless against all claims, damages, losses, expenses, or liabilities, other than violations of the South Carolina Real Estate License Law and intentional wrongful acts, arising from Broker's role as a Dual Agent.
- e) Seller and Buyer may seek independent legal counsel to assist them with the negotiation and preparation of a buy and sell agreement or with any matter relating to the transaction which is the subject matter of a buy and sell agreement.

4. **PREVIOUS AGENCY AGREEMENTS:** The parties agree that this Agreement shall modify any agency agreements previously entered into by Seller and Broker or between Buyer and Broker. If those previous agency agreements contain expiration or termination dates prior to the termination date for this Agreement as set forth below, the expiration or termination dates of the previous agency agreements are hereby extended until the termination of this Agreement. If this Agreement terminates prior to the termination date of any previous agency agreement, the previous agency agreement shall remain in force and effect in accordance with its terms. In any areas where this Agreement contradicts or conflicts with those agency agreements, this Dual Agency Agreement shall control.

5. **DURATION OF DUAL AGENCY:** The term of this Agreement shall commence when this document is executed by Seller, Buyer and Broker, and unless extended by written agreement of all parties, shall terminate upon the closing of the sale of the property.



## Agency Relationships in South Carolina

The SC Real Estate License Law, in Section 40-57-139 (A) (1) and (2), requires a real estate licensee to give you this brochure and a meaningful explanation of agency relationships that are offered by the licensee's Company at the first practical opportunity at which you and the licensee have substantive contact. Before you begin to work with a real estate licensee, it is important for you to know the difference between a broker-in-charge and their associated licensees. The broker-in-charge is the one in charge of everyone in the real estate Company. Their associated licensees may only work through that broker-in-charge. **In other words, when you choose to work with any real estate licensee, your business relationship is legally with the Company and not with the associated licensee.**

A real estate Company and its licensees can provide buyers and sellers valuable real estate services, whether in the form of basic **customer** services, or through **client**-level agency representation. The services you can expect will depend upon the legal relationship you establish with the Company. It is important for you to discuss the following information with the real estate licensee and agree on the type of business relationship you will have. Will you be a **customer** or a **client**?

### Right Now You Are a Customer of the Company

South Carolina defines customers as buyers or sellers who choose NOT to establish an agency relationship. The law requires real estate licensees to perform certain *basic duties* when dealing with *any* real estate buyer or seller as customers to include:

- Present all offers in a timely manner
- Account for money or other property received on your behalf
- Provide an explanation of the scope of services to be provided
- Be fair and honest and provide accurate information
- Disclose "adverse material facts" about the property or the transaction which are within the licensee's knowledge

*Unless or until you enter a written agreement with the Company for agency representation, you are considered a "Customer" of the Company, and the Company will not act as your agent. As a Customer, you should not expect the Company or its licensees to promote your best interest, or to keep your bargaining information confidential.*

### You May Become a Client

Clients receive more services than customers. If client status is offered by the real estate Company, you may become a client by entering into a written agency agreement requiring the Company and its licensees to act as an agent on your behalf and promote your best interests. If you choose to become a client, you will be asked to confirm in your written representation agreement that you received this brochure in a timely manner.

A seller becomes a client of a real estate company by signing a formal listing agreement with the

Company. For a seller to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the seller and the Company who becomes the agent for the seller.

A buyer becomes a client of a real estate Company by signing a formal buyer agency agreement with the Company. For a buyer to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the buyer and the Company who becomes the agent for the buyer. If you enter into a written agency agreement, as a real Client, you can expect the real estate Company to provide the following services:

- Obedience
- Loyalty
- Disclosure
- Confidentiality
- Accounting
- Reasonable care and skill

Client-level services also include advice, counsel and assistance in negotiations.

### **Single Agency**

When the Company represents only one client in the same transaction (the seller or the buyer), it is called single agency.

### **Dual Agency**

Dual Agency exists when the real estate Company has two clients in one transaction. At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the Company to represent both you and the other client in a disclosed dual agency.

### **Disclosed Dual Agency**

In a disclosed dual agency, the Company's representation duties are limited because a buyer and seller have built-in conflicts of interest. Both clients' interests are represented by the Company.

***As a disclosed dual agent, the Company and its licensees cannot advocate on behalf of one client over the other, and cannot disclose confidential client information concerning the price negotiations, terms, or factors motivating the buyer/client to buy or the seller/client to sell.***

Each Dual Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

### **Designated Agency**

In designated agency, a broker-in-charge may designate individual associated licensees to act solely on behalf of each client. Designated agents are not limited by the Company's agency relationship with the other client, but instead have a duty to promote the best interest of their clients, including negotiating a price. The broker-in-charge remains a disclosed dual agent for both clients, and ensures the assigned agents fulfill their duties to their respective clients.

At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the Company to represent both you and the other client in a designated agency.

Each Designated Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

### **What to Look For in Any Agreement**

When you choose client service, your written Agency Agreement or your agent should answer these questions:

- Can I work with other Companies during the time of the Agreement?
- What will happen if I buy or sell on without the agent?
- When will this agreement expire?
- How will the Company be paid for its services?
- Does this Company represent both buyers and sellers as clients?
- If so, what are the choices if two clients become involved in one transaction?
- What duties will the Company continue to provide me after the transaction is completed?

If you plan to become a client of the Company, the licensee will explain the agreement to you fully and will answer questions you may have about the agreement. **Remember, however, that until you enter into a representation agreement with the Company, you are considered a customer and the Company cannot be your advocate, cannot advise you on price or terms, and cannot keep your confidences.**

### **It's Your Choice**

As a real estate consumer in South Carolina, it is your choice as to the type and nature of service you receive.

- You can choose to remain a customer and represent yourself while the Company represents the other party.
- You can choose to hire the Company for representation through a written agreement.
- If represented by the Company, you can decide whether to go forward under the shared services of dual agency or designated agency or to remain in single agency.

The choice of services belongs to you—the South Carolina real estate consumer.

**This brochure has been approved by the S.C. Real Estate Commission for use in explaining representation issues in real estate transactions and consumers rights as a buyer or seller. Reprinting without permission is permitted provided no changes or modifications are made.**

# **Consumer Information**

## **When Buying or Selling Real Estate, Are You a Customer or Client?**

**South Carolina Department of Labor, Licensing and Regulation**  
**South Carolina Real Estate Commission**

PO Box 11847  
Synergy Business Park, Kingstree Building  
110 Centerview Dr., Suite 201  
Columbia, SC 29210

**Telephone:** (803) 896-4400

**Fax:** (803) 896-4404

