

Chapter 64. Real Estate Commission.

(Words in **boldface and underlined** indicate language being added; words [CAPITALIZED AND BRACKETED] indicate language being deleted.)

12 AAC 64.118 is amended to read:

12 AAC 64.118. Consumer disclosure [PAMPHLET]. Before a real estate licensee provides specific assistance to a person, or when entering into a contract with the person to provide specific assistance, the real estate licensee shall provide the person with a copy of the commission's *Alaska Real Estate Commission Consumer Disclosure [PAMPHLET]*, dated **March 2014** [JUNE 2006], and adopted by reference. (Eff. 1/1/2005, Register 172; am 11/18/2006, Register 180; am ____/____/____, Register ____)

Authority: AS 08.88.071 AS 08.88.171 AS 08.88.685

AS 08.88.081

Editor's note: Copies of the *Alaska Real Estate Commission Consumer Disclosure [PAMPHLET]*, adopted by reference in 12 AAC 64.118 may be obtained from the Department of Commerce, Community, and Economic Development, Division of Corporations, Business and Professional Licensing, Real Estate Commission, 550 W. 7th Avenue, Suite 1500, Anchorage, AK 99501-3567; phone: (907) 269-8162.

12 AAC 64.119 is amended to read:

12 AAC 64.119. Waiver of right to be represented. A written consent that a neutral licensee obtains under AS 08.88.610 must be provided on the commission's form entitled *Alaska Real Estate Commission Waiver of Right to Be Represented*, dated **March 2014** [JUNE 2006], and adopted by reference. (Eff. 1/1/2005, Register 172; am 11/18/2006, Register 180; am

Register_____,_____2014 **PROFESSIONAL REGULATIONS**

___/___/___, Register ____)

Authority: AS 08.88.071 AS 08.88.171 AS 08.88.610

AS 08.88.081

Editor's note: Copies of the *Alaska Real Estate Commission Waiver of Right to Be Represented*, adopted by reference in 12 AAC 64.119 may be obtained from the Department of Commerce, Community, and Economic Development, Division of Corporations, Business and Professional Licensing, Real Estate Commission, 550 W. 7th Avenue, Suite 1500, Anchorage, AK 99501-3567; phone: (907) 269-8162.



THE STATE

of **ALASKA**

Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing

Real Estate Commission

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[RealEstateCommission.aspx](http://commerce.alaska.gov/dnn/cbpl/ProfessionalLicensing/RealEstateCommission.aspx)

CONSUMER DISCLOSURE

About This Disclosure:

In Alaska, a real estate licensee is required by law (AS 08.88.615(a)(7)) to provide this disclosure before providing specific assistance to you. The purpose of this disclosure is to outline the duties of a real estate licensee. **This is not a contract and you will not be bound to pay the licensee or the brokerage merely by signing this form.**

Licensees work with a variety of consumers in different working relationships and these situations, representing or providing specific assistance to other sellers or buyers does not, by itself, create a conflict of interest while working with you, or within the duties mentioned below.

The different types of relationships established by Alaska Real Estate Law (AS 08.88.600 – 08.88.695) are as follows:

Specific Assistance

The licensee does not represent you and is only providing you with specific assistance. This means that the licensee does not owe the same duties to you that they might owe to a person they are representing.

Specific assistance begins when a licensee asks specific questions regarding confidential information about you or your real estate objectives, shows properties selected specifically for you, prepares an offer for a real estate transaction, or enters into a personal services agreement with you.

Duties owed by a licensee providing specific assistance:

- Exercise reasonable skill and care;
- Deal honestly and fairly;
- Present all written communications in a timely manner;
- Disclose all material information regarding the physical condition of a property;
- Account for all money and property received.

Representation

The licensee represents you. The licensee represents only you unless all parties to the transaction agree otherwise in writing.

Duties owed by a licensee when representing a party:

- Duties owed by licensee providing specific assistance listed above;
- Not knowingly do anything that is adverse or detrimental to your interests in the real estate transaction;
- Disclose all conflicts of interests to you in a timely manner;
- If a matter is outside their area of expertise, advise you to seek expert advice;
- Not disclose confidential information, even after the relationship ends, from or about you without written permission, except under a subpoena or court order;
- Make a good faith and continuous effort to accomplish your stated real estate objective.

Unless agreed to in writing, the licensee does not owe you the following duties:

- To seek, for the seller, additional offers to buy or lease real estate while the real estate is subject to an existing contract.
- To seek additional real estate for buyers if the buyer is a party to an existing contract.
- To show the buyer real estate for which there is not a written agreement to pay compensation to the licensee.

Designated Licensee

A designated licensee is a licensee who represents or provides specific assistance to a party to a transaction and another licensee within the same brokerage represents or provides specific assistance to the other party in the same transaction.

Having a different designated licensee working for a seller or lessor and for the buyer or lessee in the same real estate transaction is not the same as a neutral licensee. Being a designated licensee does not create dual agency or a conflict of interest for the real estate broker or for a licensee employed by the same real estate broker.

Neutral Licensee

"Neutral licensee" means one real estate licensee who provides specific assistance to both parties in a real estate transaction and does not represent either party.

Duties owed by a neutral licensee:

- Exercise reasonable skill and care;
- Deal honestly and fairly;
- Present all written communications in a timely manner;
- Disclose all materials information regarding physical condition of a property;
- Account for all money and property received;
- Not knowingly do anything that is adverse or detrimental to your interests in the real estate transaction;
- Disclose all conflicts of interest to you in a timely manner;
- If a matter is outside their area of expertise, advise you to seek expert advice;
- Not disclose confidential information, even after the relationship ends, from or about you without written permission, except under a subpoena or court order;
- Not disclose what you are willing to pay or accept for a property, or what terms you are willing to accept if different than what you have offered.

If neutral licensees are authorized by both parties, they may analyze and provide information on the merits of a property or transaction, discuss price terms and conditions that might be offered or accepted or suggest compromises that will assist parties in reaching an agreement.

If licensees wish to work with both the buyer and seller as a neutral licensee they must first obtain permission by having both parties sign a separate Waiver of Right to be Represented (form 08-4212).

Duties not owed by a Real Estate Licensee

Unless agreed to by the parties, the licensee does not owe you the following duties:

- To conduct an independent inspection of a property that is the subject of the license relationship;
- To conduct an independent investigation of a person's financial condition;
- To independently verify the accuracy or completeness of a statement made by a party to a real estate transaction or by a person reasonably believed by the licensee to be reliable.

Compensation

The licensee anticipates compensation will be paid to the brokerage by the:

☐ Seller (Lessor), ☐ Buyer (Lessee), or _____.

ACKNOWLEDGEMENT:

I, _____ have read the information provided in the Alaska Real Estate
(consumer name)
Consumer Disclosure and understand the different types of relationships I may have with a real estate licensee. I understand
that _____ of _____
(licensee name) (brokerage name)
will be working with me under the relationship(s) selected below.

(Initial)

- _____ **Specific assistance without representation.** The licensee named above is assisting me by providing me specific assistance and does not represent me.
- _____ **Representing the Seller/Lessor only.** The licensee named above is representing me, the seller/lessor. The licensee may assist the buyer/lessee.
- _____ **Representing the Buyer/Lessee only.** The licensee named above is representing me, the buyer/lessee. The licensee may assist the seller/lessor.
- _____ **Neutral Licensee.** The licensee named above is authorized to act as a neutral licensee, and to provide specific assistance to both parties. (Must attach Waiver of Right to be Represented, form 08-4212)

Date: _____	Signature: _____ (Licensee)
Date: _____	Signature: _____ (Consumer)
Date: _____	Signature: _____ (Consumer)

THIS CONSUMER DISCLOSURE IS NOT A CONTRACT



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WAIVER OF RIGHT TO BE REPRESENTED

About This Form:

In Alaska, real estate licensees are **required by law** to provide this document, in conjunction with the Consumer Disclosure (form 08-4145), outlining the duties of a real estate licensee when acting in a neutral capacity. After you have read the information please indicate your approval by signing below and returning it to the licensee you are working with. Your cooperation is appreciated.

Duties of a Neutral Licensee:

Occasionally, a licensee is "representing" a client (buyer or lessee) that has interest in acquiring a property where the seller or lessor is also "represented" by the same licensee. Prior to showing the property, the licensee must obtain written approval from both parties to change their working relationship from representation to providing specific assistance in a neutral capacity.

A licensee in a "neutral" capacity owes both parties the following duties:

- Exercise reasonable skill and care;
- Deal honestly and fairly;
- Present all written communications in a timely manner;
- Disclose all materials information regarding physical condition of a property;
- Account for all money and property received;
- Not knowingly do anything that is adverse or detrimental to your interests;
- Disclose all conflicts of interest to you in a timely manner;
- If a matter is outside their area of expertise, advise you to seek expert advice;
- Not disclose confidential information, even after the relationship ends, from or about you without written permission, except under a subpoena or court order to include:
 - What you are willing to pay or accept for the property
 - What terms you are willing to accept, if different than what you have offered

In the event of the situation described above, I hereby acknowledge that I am waiving my right to be "represented" and authorized the undersigned licensee to act in a "neutral" capacity.

Buyer/Seller/Lessee/Lessor

Date

Buyer/Seller/Lessee/Lessor

Date

Real Estate Licensee

Date

Real Estate Company

Additional Authorization:

I hereby authorize the "neutral" licensee to engage in the following conduct in a good faith effort to assist in reaching final agreement in a real estate transaction:

- Analyzing, providing information on, or reporting on the merits of the transaction to each party;
- Discussing the price, terms, or conditions that each party would or should offer or accept; or
- Suggesting compromises in the parties' respective bargaining positions.

Buyer/Seller/Lessee/Lessor

Date

Buyer/Seller/Lessee/Lessor

Date