

# Seller Real Estate Commission Options:

- A. \_\_\_\_\_ / \_\_\_\_\_ **Option # (1)** – Seller to pay a **1.50% net commission**, to Real Estate Brokers of Alaska – seller already has a buyer and seller wants to make sure all paperwork is completed correctly, and all State and Federal legal obligations are correctly addressed. Rod Stone, in a professional manner, will follow up, manage, and direct all activities leading up to a successful closing. There are no other professional licensees involved in said transaction. Rod Stone, by written agreement, will act in a neutral capacity in which he will not represent either seller or buyer exclusively. Let it be noted though, Rod Stone can assist each party in said transaction as long as he treats each party equally and fairly, not giving an advantage to one party over the other party.
- B. \_\_\_\_\_ / \_\_\_\_\_ **Option # (2)** Seller to pay a **1.50% net commission** – Seller is granted the privilege to produce a buyer for said property when sellers list their home with Rod Stone. If Seller produces a buyer within the first ten (10) days of listing activation and there are no other agents involved, commission and terms as outlined in Option # 1 will be in effect.
- C. \_\_\_\_\_ / \_\_\_\_\_ **Option # (3)** – Seller to pay a **2.50% net listing commission** to Real Estate Brokers of Alaska, and buyer's licensee compensation to be paid by the buyer. No part of the 2.50% commission paid to Real Estate Brokers of Alaska will be shared with the buyer's licensee.
- D. \_\_\_\_\_ / \_\_\_\_\_ **Option # (4)** – Seller to pay a **2.75% net commission** - if Rod Stone produces the buyer through his current, on-going internet presence and, [www.YourAnchorageAKHomeSearch.com](http://www.YourAnchorageAKHomeSearch.com) and/or through any of his other real estate activities. No other real estate agency / licensee is involved in said transaction. The seller and buyer, by written agreement, shall agree to allow Rod Stone to establish a neutral relationship with both the seller and the buyer as outlined in the Alaska Real Estate Commission Consumer Disclosure. If the seller rejects a neutral relationship, it is understood that Rod Stone cannot directly expose the seller's property to his current, qualified, prospective list of buyers.
- E. \_\_\_\_\_ / \_\_\_\_\_ **Option # (5)** - Seller to pay a **4.5% net commission** upon the successful sale and closing of a residential real estate property if another agency/licensee produces the buyer. In this option, Rod Stone is representing the seller exclusively, and the seller agrees to commission being split equally, 2.25% to the listing agency and 2.25% to the selling agency.

**Note:** Buyer and seller are permitted to negotiate and split any commission due to Real Estate Brokers of Alaska. Such commission split to be noted, defined, and agreed upon in writing and is made a part of Purchase Agreement.

To gain a fuller understanding of the seller's **Alaska Real Estate Consumer Disclosure**, please review, initial, and sign the attached copy of this disclosure, which outlines and defines the responsibilities and duties Rod Stone and Owners assume in a listing relationship. It further outlines and defines a neutral relationship that can be established if such a relationship would be deemed beneficial or necessary in the sale of your home.

**Note:**

- (1) **If Seller chooses options (3), (4) or (5)**, it is agreed that Rod Stone is responsible for all normal, reasonable costs in marketing your home, including professional photos, exclusive web site presence, vast internet exposure, exclusive MLS presence, and all signage. Rod Stone picks up all marketing costs and will make every effort to present your home as aggressively as possible to would-be, qualified buyers. Rod Stone is open to any additional measures a seller may desire to incorporate into the selling process but reserves the right to negotiate with the seller to carry some or all the extra costs that may be incurred.
- (2) Listing licensee - Rod Stone shall carry errors & omission insurance to protect all parties in case of oversights, negligence, or fraud on the part of the licensee. The seller agrees to carry a homeowners insurance policy to include liability insurance.
- (3) The seller is advised and encouraged to consider offering a buyer a one-time, one-year home warranty policy that protects a buyer / new owner in the event of a mechanical breakdowns that is not normally covered by a traditional, conventional homeowners insurance policy. This is an up-front, one-time, cost to the seller, paid at closing – costing in the range of \$575.00.

By signing below, all parties agree and accept all obligations, commission structures, and noted responsibilities set forth in this agreement. Terms & conditions noted herein can be altered or adjusted, but only with the written approval of all parties. This document becomes an addendum to the Authorization and Exclusive Right to Sell Agreement contract.

Property Address: \_\_\_\_\_

Seller(s) \_\_\_\_\_ Date: \_\_\_\_\_

Seller(s) \_\_\_\_\_ Date: \_\_\_\_\_

Licensee: \_\_\_\_\_ Date: \_\_\_\_\_



# ALASKA REAL ESTATE COMMISSION CONSUMER DISCLOSURE

This Consumer Disclosure, as required by law, provides you with an outline of the duties of a real estate licensee (licensee). This document is not a contract. By signing this document you are simply acknowledging that you have read the information herein provided and understand the relationship between you, as a consumer, and a licensee. (AS 08.88.600 – 08.88.695)

There are different types of relationships between a consumer and a licensee. Following is a list of such relationships created by law:

## Specific Assistance

The licensee does not represent you. Rather the licensee is simply responding to your request for information. And, the licensee may "represent" another party in the transaction while providing you with specific assistance.

***Unless you and the licensee agree otherwise, information you provide the licensee is not confidential.***

Duties **owed** to a consumer by a licensee providing specific assistance include:

- a. Exercise of reasonable skill and care;
- b. Honest and good faith dealing;
- c. Timely presentation of all written communications;
- d. Disclosing all material information known by a licensee regarding the physical condition of a property; and
- e. Timely accounting of all money and property received by a licensee.

## Representation

The licensee represents only one consumer unless otherwise agreed to in writing by all consumers in a transaction.

Duties **owed** by a licensee when representing a consumer include:

- a. Duties owed by a licensee providing specific assistance as described above;
- b. Not intentionally take actions which are adverse or detrimental to a consumer;
- c. Timely disclosure of conflicts of interest to a consumer;
- d. Advising a consumer to seek independent expert advice if a matter is outside the expertise of a licensee;
- e. Not disclosing consumer confidential information during or after representation without written consent of the consumer unless required by law; and
- f. Making a good faith and continuous effort to accomplish a consumer's real estate objective(s).

## Neutral Licensee

A neutral licensee is a licensee that provides specific assistance to both consumers in a real estate transaction but does not "represent" either consumer. A neutral licensee must, prior to providing specific assistance to such consumers, secure a Waiver of Right to be Represented (form 08-4212) signed by both consumers.

Duties **owed** by a neutral licensee include:

- a. Duties owed by a licensee providing specific assistance as described above;
- b. Not intentionally taking actions which are adverse or detrimental to a consumer;
- c. Timely disclosure of conflicts of interest to both consumers for whom the licensee is providing specific assistance;
- d. If a matter is outside the expertise of a licensee, advise a consumer to seek independent expert advice;
- e. Not disclosing consumer confidential information during or after representation without written consent of the consumer unless required by law; and
- f. Not disclosing the terms or the amount of money a consumer is willing to pay or accept for a property if different than what a consumer has offered or accepted for a property.

If authorized by the consumers, the neutral licensee may analyze and provide information on the merits of a property or transaction, discuss price terms and conditions that might be offered or accepted, and suggest compromise solutions to assist consumers in reaching an agreement.

## Designated Licensee

In a real estate company, a broker may designate one licensee to represent or provide specific assistance to a consumer and another licensee in the same office to represent or provide specific assistance to another consumer in the same transaction.

**ACKNOWLEDGEMENT:**

I/We, \_\_\_\_\_ have read the information provided in this Alaska Real Estate  
(print consumer's name(s))

Consumer Disclosure and understand the different types of relationships I/we may have with a real estate licensee. I/We

understand that \_\_\_\_\_ of \_\_\_\_\_  
(licensee name) (brokerage name)

will be working with me/us under the relationship(s) selected below.

(Initial)

\_\_\_\_\_ Specific assistance without representation.

\_\_\_\_\_ Representing the Seller/Lessor only. (may provide specific assistance to Buyer/Lessee)

\_\_\_\_\_ Representing the Buyer/Lessee only. (may provide specific assistance to Seller/Lessor)

\_\_\_\_\_ Neutral Licensee. (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**



# ALASKA REAL ESTATE COMMISSION

## WAIVER OF RIGHT TO BE REPRESENTED

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### About This Form:

Occasionally, a licensee is "representing" a consumer (buyer or lessee) that has interest in acquiring a property where another consumer (seller or lessor) is also "represented" by the same licensee. Prior to showing the property, the licensee must obtain written approval from both consumers to change their working relationship from representation to providing specific assistance in a neutral capacity. AS 08.88.610

In Alaska, real estate licensees are **required by law** to provide this document, prior to providing specific assistance to the parties, in conjunction with the Alaska Real Estate Consumer Disclosure (form 08-4145), outlining the duties of a real estate licensee when acting in a neutral capacity.

Duties of a Neutral Licensee: A neutral licensee is a licensee that provides specific assistance to both consumers in a real estate transaction.

Duties *owed* by a neutral licensee include:

- a. Exercise of reasonable skill and care;
- b. Honest and good faith dealing;
- c. Timely presentation of all written communications;
- d. Disclosing all material information known by a licensee regarding the physical condition of a property;
- e. Timely accounting of all money and property received by a licensee;
- f. Not intentionally taking actions which are adverse or detrimental to a consumer;
- g. Timely disclosure of conflicts of interest to both consumers for whom the licensee is providing specific assistance;
- h. Advising a consumer to seek independent expert counsel if a matter is outside the expertise of a licensee;
- i. Not disclosing consumer confidential information during or after representation without the written consent of the consumer unless required by law; and
- j. Not disclosing the terms or the amount of money a consumer is willing to pay or accept for a property.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Real Estate Licensee Date

\_\_\_\_\_  
Real Estate Company

If authorized by consumers, the neutral licensee may analyze and provide information on the merits of a property or transaction, discuss price terms and conditions that might be offered or accepted, and suggest compromise solutions to assist them in reaching an agreement.

### 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, and reporting on the merits of the transaction to each consumer;
- Discussing the price, terms, or conditions that each consumer would or should offer or accept; or
- Suggesting compromises in the consumer's respective bargaining positions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date