

Valley Board of REALTORS Multiple Listing Service



AUTHORIZATION AND EXCLUSIVE RIGHT TO SELL AGREEMENT

1. EXCLUSIVE BROKERAGE: Owner hereby employs and grants to RE/MAX of Wasilla (Firm Name) hereinafter called "Broker", the sole, exclusive and irrevocable right commencing on _____ and expiring at midnight on _____ to sell or exchange the real property ("the property") described as:

located in the _____ Recording District, State of Alaska.

2. TERMS OF SALE: The purchase price shall be _____ payable as follows:
Cash

3. DEPOSIT: Broker is authorized to accept and hold a deposit by a prospective buyer.

4. CLOSING COSTS: Owner warrants they have the right to sell the property on the terms herein, and agrees to furnish and if required, pay for a policy of title insurance showing marketable title to the property. Seller agrees to pay seller's closing costs and fees per VA/FHA regulations. Owner agrees interest, taxes, rents and insurance will be prorated to the date of recordation.

5. LICENSEE RELATIONSHIPS: See attached "Alaska Real Estate Commission Consumer Pamphlet" and "Waiver of Right to be Represented". ([ref. house bill 29](#))

6. COMPENSATION TO BROKER: Owner agrees to compensate Broker, irrespective of licensee relationships, _____ % of the sale price or _____ if: (1) Broker procures a Buyer on the terms of this Agreement or other terms acceptable to Owner; (2) The property is sold or transferred by Owner during the term of this Agreement or any extension hereof; or (3) The property is sold or transferred within _____ days after expiration or termination of this Agreement to anyone to whose attention it was brought through the signs, advertising or other action of Broker, or on information secured directly or indirectly from or through Broker or any other person authorized by Broker to sell or negotiate the sale of the property, during the term of this Agreement. (3) will not apply if the property is sold or transferred through another member of VBR/MLS. Owner agrees to compensate Broker as above if the property is withdrawn from sale, leased, or rented without consent of Broker, or made unmarketable by owner's voluntary act during the term of this agreement. Owner authorizes Broker to cooperate with other brokers and to divide with other brokers such compensation in any manner acceptable to brokers. If an earnest money offer meeting the price and terms stated above is received and presented to the owner prior to the expiration of this contract; or if the Owner accepts an offer for a different price and terms, the Owner agrees that the Licensee shall be allowed _____ days to close or secure the closing of the transaction.

7. RENT OR LEASE: Owner agrees not to rent or lease or change or extend the terms of any existing rental or lease without the consent of the Licensee.

8. MULTIPLE LISTING SERVICE: Broker is a Participant of the VBR/MLS. Information will be provided to MLS to be published and disseminated to its participants, financing institutions, appraisers, other real estate related organizations and to prospective purchasers and sellers. IT IS UNDERSTOOD VBR/MLS IS NOT A PARTY TO THIS AGREEMENT, AND ITS SOLE FUNCTION IS TO FURNISH THE DESCRIPTIVE INFORMATION SET FORTH ON THE INPUT SHEET OF THIS LISTING TO ITS MEMBERS, WITHOUT VERIFICATION AND WITHOUT ASSUMING ANY RESPONSIBILITY FOR SUCH INFORMATION.

9. INFORMATION: Owner authorizes all mortgagee and other lien holders to provide Broker, on request, any and all information concerning the property including, but not limited to: current and past loan balances and interest charges; reserve accounts; insurance; and taxes. Owner authorizes licensee to release all information contained herein, and acquired elsewhere, to financing institutions, appraisers and other real estate organizations, and to prospective purchasers.

10. LOCK BOX: Broker is authorized to install a lock box on the property for the use of VBR/MLS participants. Neither Broker, VBR/MLS, nor any participants of VBR/MLS shall incur any liability for loss, theft or damage of any nature or kind whatsoever to the property and/or to any personal property therein.

Legal Description: _____

11. SIGN: Owner authorizes Broker to install a FOR SALE / SOLD / PENDING SALE sign on the property as applicable.
12. DISCLOSURE: Owner hereby warrants that he/she has not made any misrepresentations concerning the described property and that all known defects are listed in the seller's disclosure form (attached and made a part of this agreement). Owner hereby agrees to indemnify and hold Licensee harmless from any and all liability resulting from misrepresentations made by Licensee concerning the above described property caused by owner's inaccurate or incomplete disclosure of defects. Seller has been advised to seek independent legal and tax counsel. Seller understands it is his obligation to advise the closing agent in the event he falls under the requirements of the Foreign Investment in Real Estate Property Tax Act (FIRPTA, IRS Code 1445.)
13. EQUAL HOUSING OPPORTUNITY: This property is offered in compliance with federal, state, and local anti-discrimination laws.
14. ATTORNEY'S FEES: In any action, proceeding, mediation, or arbitration arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. **This is a legally binding contract.** Owner is advised to seek legal counsel.
15. HAZARDOUS SUBSTANCES: Seller represents that he, she, they are not aware of any environmental, and/or toxic substances connected to the sale of this property.
16. RECEIPT: Owner acknowledges they have received a copy of this agreement and the attached data sheet this _____ day of _____.

OWNER



Type in Owner's Name

Type in Owner's Street Address

Owner's Signature



Type in Owner's Name

Type in Owner's City, State, Zip



Owner Phone/Email

Owner's Signature

LISTING
OFFICE

RE/MAX of Wasilla

Type in Name of Listing Office

Type in Listing Office Street Address

Marty Van Diest

Type in Name of Listing Licensee

Type in Listing Office City, State, Zip

Listing Licensee Signature

Type in Listing Licensee Phone

marty@valleymarket.com

Listing Licensee Email

Owner signing below requests that this listing NOT be placed with the Multiple Listing Service.

This listing may be cancelled with written notice at any time.

ALASKA REAL ESTATE COMMISSION

CONSUMER PAMPHLET

About This Pamphlet:

In Alaska, a Real Estate Licensee is required by law to provide this pamphlet outlining the duties of a real estate licensee. After you have read the information contained in this pamphlet, please acknowledge receipt by signing page 2 and return it to the real estate licensee who provided it to you. Your cooperation is appreciated.

There are four different types of relationships established by Alaska Real Estate Law:

- Specific Assistance - Licensees owes "Duties owed by a Licensee in all Relationships" as described in this pamphlet.
- Representation - Licensee owes "Duties owed by a Licensee when Representing a Party" as described in this pamphlet.
- Designated Licensee - This occurs when a Licensee represents or provides specific assistance to a party to a transaction and another Licensee within the same company represents or provides specific assistance to the other party in the same transaction.
- Neutral Licensee - This occurs when a Licensee does not represent either party but provides specific assistance to both parties in the same transaction. The parties must authorize the Neutral Licensee relationship by signing the "Waiver of Right to be Represented" form.

Duties owed by a Licensee in all Relationships:

- 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.

Duties owed by a Licensee when Representing a Party:

- Duties owed by Licensee in all relationships listed above;
- Not knowingly do anything that is adverse or detrimental to your interest;
- 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;
- Make a good faith and continuous effort to accomplish your real estate goals. However, once you have entered into a specific real estate transaction agreement, their efforts refocus on its successful completion.

Your Real Estate Licensee may also work with a variety of other clients (they represent) and customers (they provide specific assistance to) in different working relationships. In those situations, representing or providing specific assistance to other sellers, buyers, lessors, and lessees does not create a conflict of interest while working with you, or within the duties mentioned above.

Occasionally, as a Seller or Lessor, a situation may arise that your Real Estate Licensee also is representing another client (Buyer or Lessee) Who then becomes interested in your property - or vice versa.

Prior to showing the property, the Real Estate Licensee must obtain a written approval to be a Neutral Licensee for both parties. A Licensee may not show property as a neutral licensee without obtaining your written consent entitled "Waiver of Right to be Represented" and it will restate the duties outlined above and additional ones owed by your Real Estate Licensee. Alaska real estate law allows, but does not require, you to **Preauthorize** a Licensee to be a "Neutral Licensee." Having a different designated Licensee working for a seller or lessor and for the buyer or lessee in the same real estate transaction 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.

Duties **NOT** owed by a Real Estate Licensee

Unless agreed in writing otherwise, the following are the duties your Real Estate Licensee does not owe to you:

- To conduct an independent investigation of a property
- To conduct an independent investigation of anyone's finances
- To independently verify the reliability of the accuracy or completeness made by a party to a real estate transaction
- To show or search for properties without compensation

THIS DISCLOSURE PAMPHLET IS NOT A CONTRACT.

The Licensee anticipates compensation to be paid by ☐ buyer/lessee, ☐ seller/lessor, or ☐ both to the real estate brokers in the real estate transaction.

I understand and acknowledge receiving and reading this pamphlet on the type of relationships I may have with the real estate Licensee (including the broker).

I understand and acknowledge that _____ (Licensee) of _____

(company) will be working with me under the following relationships:

- ☐ Specific Assistance without Representation
- ☒ Representing the Seller/Lessor only (may assist Buyer/Lessee)
- ☐ Representing the Buyer/Lessee only (may assist Seller/Lessor)
- ☐ Under preauthorized Neutral Licensee (attached "Waiver of Right to be Represented")

Date: _____ Time: _____

Date: _____ Time: _____

Date: _____ Time: _____ Marty Van Diest
Real Estate Licensee

Date: _____ Time: _____ RE/MAX of Wasilla
Real Estate Company

ALASKA REAL ESTATE COMMISSION

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 Pamphlet," 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 material 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 interest;
- 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 authorize 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