



COMMISSION COMMENT

Summer

1995

COMMISSION RESPONDS TO QUESTIONS RECEIVED AT AGENCY INFORMATION SESSIONS

From April 24 through May 2, the Members of the Real Estate Commission, Les Tyrrell, Director of the Commission, Richard Nelson, Special Assistant Attorney General to the Commission and Teresa Hoffman, Deputy Director for Education and Licensing conducted information sessions with regard to the new brokerage relationships statute which will become effective July 1, 1995.

Commissioners were able to give audiences an understanding of their intentions in promoting the legislation and the processes employed in the development of this legislation. Richard Nelson gave an overview of the Statute and Rules and Regulations and their expected impact upon the industry. Teresa Hoffman discussed the development process of the Designated Broker Policy regarding brokerage relationships and the utilization of the Commission developed and approved disclosure pamphlet. Les Tyrrell walked us through various scenarios that demonstrate how the statute will affect actual practice and clarified for us circumstances that affect brokerage relationships.

Response to the nine sessions, held in eight locations, was generally positive as participants were given the opportunity to gain information and to receive answers to their questions. Those who conducted the sessions benefitted as well by hearing some of the licensees' concerns and by being presented with scenarios not yet considered. Following are the responses to some of those questions that were unanticipated and required further research. We print them, here, for everyone's benefit as promised during the sessions.

Question 1. If you have a substantial contact with a person to whom you

intend to show two of your own listings, as a seller's agent, and three other properties, as a buyer's agent, during the first tour of properties, can you simply disclose to them your status as a dual agent up front and obtain their acknowledgement of the disclosure?

Answer: The law allows a licensee working for a broker who offers dual agency to choose to disclose his or her status a dual agent at the first substantial contact with a potential buyer. However, to serve as a dual agent, disclosure alone is insufficient. The licensee must also obtain a written contract from the buyer allowing the licensee to serve as a dual agent.

Question 2. How long must the signed disclosure acknowledgement be kept by the licensee?

Answer: The new agency statute is silent on the question of how long the disclosure acknowledgement should be kept. If a transaction results, however, the disclosure acknowledgement(s) would be considered part of the "records relating to any real estate transaction", within the meaning of 299 N.A.C. 3-001, which the broker must preserve for five years. If no transaction results, the disclosure acknowledgement may still be useful to protect the licensee from civil or administrative complaints that he or she failed to make the appropriate disclosure. The decision on how long to keep these disclosure acknowledgements should be made by the licensee after consultation with private legal counsel.

Question 3. Do listing agreements, buyer agency agreements, property management agreements or other contracts between a licensee and a client which are in effect on or before June 30, 1995, and which will not terminate until after July 1, 1995, have to be amended to meet the

requirements of the new agency law?

Answer: No. The law in effect at the time a contract is executed normally governs the validity of the contract. Changes in statutory law cannot substantially impair vested rights under an existing valid contract. If the designated broker chooses to do so, however, he or she can make, or instruct affiliated licensees to make, the required disclosures to current clients and offer an addendum to existing contracts which meets the requirements of the new agency law, to be effective July 1, 1995. When an existing contract expires and is then renewed after July 1, 1995, the disclosures must be made and

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Tentative Commission Meeting Schedule

- June 19-20 Omaha
- August 15-16 Lincoln
- September 19-20 TBA

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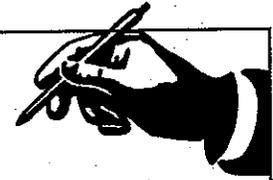
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The Nebraska Real Estate Commission often solicits articles from outside experts or reprints articles with permission. While we feel that these articles may offer a broader perspective and will be of interest to the reader, it should be remembered that the views expressed are those of the author and not necessarily those of the Commission.

From the

DIRECTOR'S DESK



As you probably have already noticed, this issue is almost totally devoted to the implementation of the Agency Relationships Statute. We did not print a copy of the statute in this issue, but copies are available upon request from our office.

If licensees have any questions regarding implementation of the new statute on July 1, 1995 please feel free to contact our office.

Consumer Guide Updated

During the spring, we updated the "Consumer Guide to Buying and Selling Homes." The update consisted mainly of assuring that the "Guide" was in conformity with the new Agency Relationships Statute. It was also an opportunity to update information regarding financing and recent changes dealing with disclosures required to be made to buyers and sellers.

The "Guide" is presently at the printers, and we hope to have it available for distribution by July 1 or shortly thereafter.

In case you have forgotten, the "Guide" describes, from a consumer standpoint, the buying and selling process and the licensee's role in a real estate transaction. It also contains basic information on financing, fair housing and the role of the Real Estate Commission.

Licensees wishing to acquire copies of the "Guide" for distribution to their customers and clients should contact the Commission Office. As soon as the "Guide" is available we will fill those requests.

New License Act Publication Update

As reported in the Spring 1995 issue, the License Act will be taking on a new look. It is anticipated that the new publication will be mailed to all licensees in early July of this year. Remember to have your three-ring binder ready!

Les Tyrrell, Director Nebraska Real Estate Commission

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the correct contract provisions included in the agreement. When an existing lease is renewed after July 1, 1995, the landlord's agent must make the required disclosures to the tenant.

Question 4. When a designated broker or affiliated licensee prepares a comparative market analysis for a potential seller, but before a listing agreement is consented to by the seller, must the licensee make the required disclosures and, if so, does the licensee become a seller's agent at the time of the disclosure even though another licensee subsequently obtains the listing?

Answer: A licensee who is attempting to negotiate a listing is offering a brokerage service and must make the required disclosure at the first practicable opportunity during or following the first substantial contract. Preparing a comparative market analysis often will involve a substantial contact. Until the seller has consented to a listing agreement, however, the seller is an unrepresented customer and, by law, the licensee functions as a buyer's agent. The disclosure must be made accordingly.

Have You Completed Your Continuing Education?

REMEMBER: Three continuing education hours out of the twelve required every two years must be in designated subject matter. Activities that meet this requirement are indicated by the letter "R" following the activity content number. "R" activities may be duplicated in subsequent continuing education periods but may not be duplicated in any one continuing education period. All other activities may not be duplicated for four years from the date they were taken.

Question 5. When a listing agent has received confidential information from their seller and the listing agreement expires, does the licensee become a dual agent if he or she shows that property to a buyer with whom the licensee now has a buyer agent relationship?

Answer: No. Technically, the licensee is not a dual agent since the former agency relationship has terminated. However, even after an agency relationship terminates, the licensee owes the former client the continuing duty to keep confidential all information received from the former client during the course of the agency relationship. Information is no longer confidential only if the former client consents in writing to its disclosure or the information is made public by other sources.

Question 6. Does Nebraska agency or real estate license law prohibit a licensee from soliciting representation of a buyer who has signed an exclusive buyer agency contract with another licensee?

Answer: The Nebraska Real Estate License Act expressly prohibits the solicitation only of an owner or landlord whom the licensee knows has signed an exclusive agency or exclusive right to sell listing. Neb. Rev. Stat. §81-885.24(14). However, there may be grounds for a civil suit by the licensee holding the buyer agent's contract against such licensee under the common law. The Real Estate Commission has not taken a position on the issue of whether such conduct would constitute incompetency or unworthiness.

Question 7. Does the required disclosure have to be made to people going through an open house?

Answer: Hosting an open house is not, in and of itself, a substantial contact with the people touring the property. Depending on the circumstances, however, a substantial contact can occur during an open house. If the substantial contact occurs during the open house, the disclosure needs to be made at the first practicable opportunity.

Question 8. The statute requires the agency disclosure to be made at the first practicable opportunity during or following the first substantial contact. How is "the first practicable opportunity" defined?

Answer: There can be no precise definition of "the first practicable opportunity." It depends upon the circumstances. A time limitation may be a circumstance that prevents the disclosure from being "practicable." For example, it may not be practicable to make the disclosure during a brief residential showing arranged over the buyer's lunch or during a tenant's brief tour of an apartment. Even though a substantial contact occurs at an open house, it may not be practicable to make the disclosure if there are other people touring the property.

Question 9. Does an auctioneer have to make the agency disclosure to all the people attending an auction?

Answer: The Real Estate Commission has proposed a regulation, which is not yet law, that defines the first substantial contact at an auction as the time the successful bidder is identified. The first practicable opportunity to make the disclosure after that will then depend on the circumstances. The proposed regulation only pertains to substantial contacts occurring at the auction and not to substantial contacts that may occur before the auction. It is suggested that the auctioneer also include, in all advertising and sale bills and in the announcements at the beginning of the auction, a statement that he or she is representing the seller.

Question 10. Does the resident manager of an apartment house have to make the required disclosures to prospective tenants?

Answer: No. An unlicensed resident manager is not regulated by the new law. The agency statute only requires disclosure to be made to clients or customers by a licensee. The Real Estate License Act exempts several classes of people from the requirement to have a real estate license in order to sell or lease real estate. If a person, who is not licensed, is engaged in an activity that does not require a license, that person does not have to make the disclosures.

Question 11. If the seller's agent is not able to hold an open house, can a buyer's agent, with the same firm, host the open house?

Answer: Yes, with the agreement of the seller.

AGENCY RELATIONSHIPS RULES AND REGULATIONS

Title 301 - NEBRASKA REAL ESTATE COMMISSION

Chapter 1 - AGENCY RELATIONSHIPS; CONFIDENTIAL INFORMATION.

001 The following information shall not be disclosed by a real estate licensee acting as a seller's or landlord's limited agent without the informed written consent of the seller or landlord:

001.01 That the seller or landlord is willing to accept less than the asking price or lease rate for the property;

001.02 What the motivating factors are for the party selling or leasing the property; and

001.03 That the seller or landlord will agree to financing terms other than those offered.

This section shall become effective July 1, 1995.

002 The following information shall not be disclosed by a real estate licensee acting as a buyer's or tenant's limited agent without the informed written consent of the buyer or tenant:

002.01 That the buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;

002.02 What the motivating factors are for the party buying or leasing the property; and

002.03 That the buyer or tenant will agree to financing terms other than those offered.

This section shall become effective July 1, 1995.

003 Those real estate licensees under the supervision of a designated broker, as defined in Neb. Rev. Stat. Section 81-885.01(4), who elects to use the designation authority set forth in Neb. Rev. Stat. Section 76-2427 and which licensees also act in a supervisory capacity under the designated broker, such as branch managers, sales managers and the like, may be treated in the same manner as the designated broker for purposes of determining dual agency under the aforementioned Section only if the broker designates such supervisory positions in his or her written policy as required in Neb. Rev. Stat. Section 76-2420.

This section shall become effective July 1, 1995.

Laws 1994, LB 883 §30; RS 1943, §76-2430, R.S. Cum. Supp., 1994. Effective date July 16, 1994.

PROPOSED AMENDMENT TO TITLE 301 NEW SECTION 004

004 A licensee, who is offering real estate brokerage services as an auctioneer, shall make the disclosures to a buyer

and obtain the acknowledgement of receipt required by Neb. Rev. Stat. § 76-2421, not later than when the buyer enters into a written purchase contract for the property. The identification of the successful bidder shall constitute the first substantial contact with a buyer within the meaning of the statute. After the first substantial contact, the first practicable opportunity to make the required disclosures to the buyer shall depend upon the circumstances.

This section shall become effective July 1, 1995.

Disciplinary Actions Taken by The Real Estate Commission

(Does Not Include Cases on Appeal)

Eugene and Jayne Mohr vs. Michael D. Martin, Broker. Stipulation and Consent Order. License suspended 30 days. (Violated Section 81-885.24(2) by failing to properly account for and remit any money coming into his possession belonging to others and 299 NAC 5-003.18 for failing to supervise.) February 2, 1995

Eugene and Jayne Mohr vs. Nathan P. Dodge, Jr., Broker. Stipulation and Consent Order of Censure. (Violated Section 81-885.24(3) by failing to properly account for and remit any money coming into his possession belonging to others; and 299 NAC 5-003.18 for failing to supervise his salespersons.) February 23, 1995

Real Estate Commission vs. Janice Eve Sauer, Broker. Stipulation and Consent Order of Censure. (Violated Section 81-885.24(26) by violating a rule or regulation of the Commission; 299 NAC 3-002 by failing to maintain a bookkeeping system which accurately and clearly discloses full compliance with the laws relating to the maintenance of trust accounts; Section 81-885.24(29) by demonstrating negligence to act as a broker.) February 28, 1995

Real Estate Commission vs. John Chapman Bussey, Broker. Stipulation and Consent Order - 30 day suspension, with last 15 days stayed and served on probation. (Violated Section 81-885.24(3) by failing to account for and remit any money; Section 81-885.24(20) by failing to deliver purchase agreement within a reasonable time; Section 81-885.24(24) by failing to place any earnest money in custody of his employing broker as soon after receipt as possible; Section 81-885.24(29) by demonstrating negligence, incompetency, or unworthiness to act as a broker.) May 9, 1995

Real Estate Commission vs. Larry A. Geiger, Broker. Stipulation and Consent Order of Censure. (Violated 299 NAC 5-003.19 by failing to disclose an adverse material fact in writing to a buyer.) May 9, 1995

NEBRASKA REAL ESTATE COMMISSION

GUIDELINES FOR DEVELOPMENT OF DESIGNATED BROKER POLICY

Neb. Rev. Stat. Section 76-2420 of the Agency Relationships Statute requires every designated broker to adopt a written policy which identifies and describes the relationships in which the designated broker and his or her affiliated licensees may engage with any seller, landlord, buyer or tenant as part of any real estate brokerage activities. The State Real Estate Commission has prepared these guidelines as an aid to designated brokers as they implement policies which meet the requirements of the law. In these guidelines, the Commission has used the words "must" or "shall" to indicate those steps which the statute makes mandatory. The Commission has used the words "may" or "should" to convey Commission suggestions.

The designated broker must first identify which of the allowed agency relationships his or her firm will offer. The designated broker must offer at least one type of agency relationship but may offer all or any combination of the allowed relationships.

Those relationships allowed under the Statute are:

a) Buyer limited agency- A licensee working with a buyer in a particular transaction is considered a buyer's limited agent unless he or she has a written agreement as an agent under c),d),e) or f) OR has been appointed by the designated broker as an agent under c),d), e) or f) OR the designated broker of the licensee has accepted subagency under c) or d). A written agreement may also be entered into for buyer limited agency, if it is set out in the designated broker's policy. Subagency can only be offered with the written consent of the buyer.

b) Tenant limited agency- A licensee working with a tenant in a particular transaction is considered a tenant's limited agent unless he or she has a written agreement as an agent under c),d),e) or f) OR has been appointed by the designated broker as an agent under c),d), e) or f) OR the designated broker of the

licensee has accepted subagency under c) or d). A written agreement may also be entered into for tenant limited agency if it is set out in the designated broker's policy. Subagency can only be offered with the written consent of the tenant.

c) Seller limited agency- A designated broker must have a written agreement with seller or have accepted subagency in accordance with the designated broker's policy.

d) Landlord limited agency- A designated broker must have a written agreement with landlord or have accepted subagency in accordance with the designated broker's policy.

e) Dual limited agency- A designated broker must have the written agreement and the informed consent of all parties to a real estate transaction in accordance with the designated broker's policy.

f) Common law agency- A designated broker must have a written agreement with the client in accordance with the designated broker's policy.

Only the designated broker can enter into written agreements with the client, unless the designated broker has authorized in writing some or all affiliated licensees to do so. The designated broker may want to state in the policy that no affiliated licensees have the authority to enter into written agreements on the designated broker's behalf, or the designated broker may want to place written authorizations in the written policy, with such conditions or restrictions as the designated broker chooses. For example, the designated broker may want to state that affiliated licensees do not have authority to enter into dual agency agreements or common law agency agreements without the designated broker's direct approval.

The designated broker may indicate in the written policy whether he or she will accept subagency offered by another designated broker on a client's behalf, and if so, whether the designated broker will accept it only by a writ-

ten agreement with the other designated broker or whether a unilateral offer of subagency from another designated broker may be accepted by disclosing to the customer that he or she is a subagent of the other designated broker.

Another issue the designated broker may want to set out in his or her policy also deals with subagency. That is whether or not subagency will be offered by the designated broker on behalf of his or her clients. If so, then the client on whose behalf the subagency is offered **MUST AGREE IN WRITING** to offer subagency and to allow the designated broker to compensate other designated brokers who accept the offer of subagency.

Neb. Rev. Stat. Section 76-2427 authorizes a designated broker to appoint in writing one or more affiliated licensees to act as a limited agent of a client to the exclusion of all other affiliated licensees. The designated broker may want to make some or all of those appointments in the written policy. For example, the designated broker could decide that since both seller and buyer, or landlord and tenant, limited agency relationships are being offered to consumers by his or her company, that only the affiliated licensee who, on behalf of the designated broker, entered into the listing agreement with the seller, or the leasing agreement with the landlord, will represent the seller, or landlord, as that client's limited agent. All other affiliated licensees with the designated broker will represent buyers, or tenants, as their limited agents in any transaction dealing with the subject property.

The statute only requires that the designated broker adopt a written policy which responds to the requirements of the statute. In performance of the designated broker's duty to supervise his or her affiliated licensees, the written policy should be made generally available to all affiliated licensees and should be used as a basis for inservice training.

INSTRUCTIONS FOR INCLUDING OPTIONAL INFORMATION IN THE COMMISSION-PREPARED AND APPROVED DISCLOSURE PAMPHLET

In the development of the disclosure pamphlet (a copy has been inserted in this issue), required under Nebraska Agency Relationships statutes, the Commission left space after each description of a brokerage, or limited agency, relationship. This space has been provided so that designated brokers may use it to include information and disclosures the statute also requires. Examples have been set out in A and B below.

When inserting this information, designated brokers are required to use a different type of print, such as italics, boldface capital, etc., in order for their information to be distinguishable from that part of the pamphlet which was prepared and approved by the Commission.

A. To indicate types of brokerage relationships offered:

Language similar to the following could be inserted after the appropriate brokerage relationship description:
(Name under which broker is doing business) does offer this type of brokerage relationship.

OR

(Name under which broker is doing business) does not offer this type of brokerage relationship.

B. Licensees working as an agent or subagent of a client with a customer who is not represented by a licensee must provide a written disclosure to the customer of the tasks the client's agent or subagent intends to perform with the unrepresented customer. These tasks could also be disclosed by listing them after the appropriate brokerage relationship description.

1. Examples of tasks a seller's or landlord's agent or subagent may perform with an unrepresented buyer or tenant may include, but not be limited to, the following:

a) Tasks for unrepresented Buyer by Seller's Agent:

1. Explain the home buying process. Assess your wants and needs in a property.
2. Conduct previews and showings of multiple properties.
3. Assist in determining financial ability to purchase.
4. Assist in selection of properties best fitting your needs.
5. Provide information on available financing.
6. Provide estimate of total investment and monthly investment required, based on the offer.
7. Provide estimate of closing costs at the time of completing the offer to purchase.
8. Review and explain clauses in the sales contract.
9. Provide background information you wish given to the seller regarding the terms of the offer.
10. Present offers to the seller and counter-offers from the seller.
11. Provide follow-up services, including arranging inspections, appraisal, delivering documents and copies.
12. Keep in contact with lenders, inspectors and sellers while awaiting closing and report progress.

b) Tasks for unrepresented Tenant by Landlord's Agent:

1. Explain the leasing process. Assess your wants and needs in a leased space.
2. If requested, conduct previews and showings of locations available in the market place.
3. Assist in determining financial ability to lease.
4. If requested, provide market data for comparable leased space that substantiates the owner's or landlord's terms.
5. Provide background information or details you wish given to the landlord/owner regarding the terms of your proposal.
6. Present proposals or letters of intent to the landlord/owner and convey owner's acceptance or counter-offer back to you.

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COMMISSION DEVELOPED LISTING AND PURCHASE AGREEMENTS REVISED

The following "Residential Purchase Agreement" and "Exclusive Right-to-Sell Listing Contract" have been prepared by the Nebraska Real Estate Commission and include provisions which are common to most real estate transactions. These contracts have been developed to reflect requirements of the Agency Relationships Statute (Neb. Rev. Stat. § 76-2401 through § 76-2430) which becomes effective July 1, 1995. They should not be used prior to July 1, 1995.

These contracts are not mandatory or required for use by anyone, but they serve the purpose of updating forms in use which may not have provisions included in them which are necessary.

Copies in 8½ X 11 format are available from the Commission Office.

THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

This contract form has been prepared by the Nebraska Real Estate Commission. It is intended to include provisions common to most transactions. Its use is not mandatory and it will not be suitable for contracts having or requiring unusual provisions.

RESIDENTIAL PURCHASE AGREEMENT

_____, 19____
(Broker's Name or Firm and Address)

_____, Nebraska

The undersigned, as Buyer, agrees to purchase the following Property:

Address: _____

Legal Description: _____

_____ including all fixtures and equipment permanently attached to the Property provided Seller has a marketable title in fee simple. The only personal property included is as follows:

Seller agrees to furnish a title insurance policy insuring marketability and Buyer shall be furnished a current title insurance commitment by Seller at least 5 days before closing. The cost of title insurance issued for this sale, if any, shall be equally divided between Buyer and Seller. Buyer has option of selecting, or approving as selected by Seller, the title insurance company. However, if Buyer and Seller agree, Seller may furnish an abstract of title certified to date in lieu of title insurance. If any defects in title are found in the abstract Buyer agrees to furnish a copy of a written title opinion from Buyer's attorney showing the defects. Buyer agrees that should a valid title defect exist, Seller has a reasonable time to correct said defect. If the title defects are not cured within a reasonable time period, the Buyer may declare this Agreement null and void, and the deposit shall be refunded. Seller agrees to convey to Buyer by warranty deed or _____ free and clear of all liens, encumbrances, special assessments levied or assessed, except _____ and subject to all easements and restrictions or covenants now of record. Seller agrees to pay any assessments for items such as paving, curbing, sidewalk or utilities previously constructed, now under construction, or ordered to be constructed by public authority but not yet assessed. The documentary stamp tax shall be paid by the Seller.

Buyer agrees to pay \$ _____ DOLLARS, on the following terms: an earnest money deposit of \$ _____ at this time as shown by the receipt herein. If paid by check, it will be cashed. The earnest money deposit will be transferred to the listing broker on acceptance, if the selling broker is other than the listing broker. All monies shall be deposited in a trust account, to be held until the time of closing or until transferred to an escrow agent by agreement of Buyer and Seller; balance to be paid as shown in Paragraph(s) # _____ following:

#1 All Cash: Balance of \$ _____ shall be paid in cash, or by certified or cashier's check at time of delivery of deed, no financing being required.

#2 Conditional Upon Loan: Balance of \$ _____ shall be paid in cash, or by certified or cashier's check at time

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of delivery of deed, contingent upon Buyer's ability to obtain a loan, to be secured by first mortgage or deed of trust, on above described Property in the amount of \$ _____. The loan shall be VA ____, FHA ____, CONVENTIONAL ____, P.M.I. ____, or ____, with terms providing for initial interest not exceeding _____% per annum, plus mortgage insurance, if required, amortized over not less than _____ years, with initial monthly principal and interest payment of not more than \$ _____ plus taxes and insurance. Loan origination or service fees shall be paid by Buyer. Seller shall pay a fee of not more than _____% of Buyer's loan as stated above to lender, but this amount shall not exceed the total percentage charges made by the lender, and shall not include any costs incurred by the lender and charged to Buyer in connection with the loan. Buyer agrees to make application for the loan within _____ days of acceptance of this offer, sign all papers, pay all costs, except as provided herein, and to establish escrow reserves for taxes and insurance if required by Lender. If the loan is not approved within _____ days from date of acceptance, this offer shall be null and void, and the deposit shall be returned to Buyer. However, if processing of the application has not been completed by the lending agency within the above time, such time limit shall be automatically extended until the lending agency has, in the normal course of its business, advised either approval or rejection.

#3 Assume Existing Loan: Buyer agrees to assume and pay the existing mortgage or deed of trust note balance in favor of _____ in the approximate amount of \$ _____ and pay the balance in cash, or by certified or cashier's check at the time of delivery of deed. It is understood that the note terms provide a current interest rate of _____% per annum and payments of approximately \$ _____ per _____. The payment includes _____. Interest on the existing loan and any mortgage insurance premium shall be prorated to date of closing. Buyer agrees to reimburse Seller for the amount in the escrow reserve account which is to assigned to Buyer. Seller agrees that loan and escrow reserves will be current at time of closing. Buyer agrees to pay assumption fees, if any. Buyer ___ does or ___ does not agree to obtain a release of liability of Seller before closing.

#4 Seller Financing: Balance to be evidenced by _____ with Seller. Buyer to pay an additional cash payment, certified or cashier's check of \$ _____ at time of execution of the instruments, and closing. The remainder of \$ _____ shall be paid in monthly payments of \$ _____, or more, which monthly payments shall include interest at the rate of _____% per annum computed monthly on the unpaid portion of the principal. The debt shall be amortized over _____ years with a balloon payment on _____, 19____. All other terms and conditions of the instruments shall be as mutually agreed upon. The instruments shall be prepared within _____ days after acceptance of this offer. Buyer's _____, Seller's _____ attorney shall prepare the instruments and cost of preparation shall be paid by _____. Buyer's _____, Seller's _____ attorney shall review and approve all said instruments within _____ days of receipt.

#5 Other Provisions: _____

Tax Proration: The following clause which is checked shall determine the method of tax proration (Check one):

Taxes, Provision A: ALL consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of date of ___ possession, ___ closing, or _____. Real estate taxes for prior years shall be paid by Seller.

Taxes, Provision B: ALL consolidated real estate taxes for the year in which closing takes place shall be prorated, based on current assessment and tax rate, as of date of ___ possession, ___ closing, or _____. Real estate taxes for prior years shall be paid by Seller.

The closing of the sale shall be on the _____ day of _____ 19____, or _____ days after loan approval, whichever shall last occur. Possession of Property to be _____ 19____ but not before closing.

Buyer requests a termite and wood destroying insect inspection of the building(s) at Buyer's expense (except should Buyer obtain a VA loan, the expense shall be paid by Seller). Should evidence of termites or wood destroying insects be found, the building(s) shall be treated at Seller's expense. Buyer agrees to accept the treated property. If visible evidence of previously treated infestation which is now inactive is found, treatment shall not be required. Should damage from such

insects be found, the damage shall be corrected at Seller's expense. However, if the cost required for repairs exceeds 1% of the purchase price, and Seller does not elect to pay the cost in excess of such amount, Buyer shall have the option of declaring this Agreement null and void and be entitled to full return of the earnest money.

This offer is based upon Buyer's personal inspection or investigation of the Property. Buyer agrees to accept the Property in its present condition, except as provided here.

Seller agrees to maintain the heating, air conditioning, water heater, sewer, plumbing, electrical system and any built-in appliances in their present condition until delivery of possession. Seller represents that there are no latent defects in the Property of which the Seller is aware. Seller agrees to install smoke detectors as required by law.

This agreement shall in no manner be construed to convey the Property or to give any right of possession. Risk of loss or damage to the Property, prior to closing date, shall be the responsibility of Seller. If, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this agreement, and the earnest money shall be refunded.

If Buyer fails to consummate this purchase according to the terms of this agreement, Seller may, at Seller's option retain the earnest money as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure.

Buyer understands that this Property is located within Sanitary Improvement District (S.I.D.)# _____ .

Buyer and Seller acknowledge and understand that the closing of the sale may be handled by an escrow agent and that the listing broker is authorized to transfer the earnest deposit or any other funds received to the escrow agent. After the transfer, broker shall have no further responsibility or liability to Buyer or Seller to account for the funds. Escrow agent's charges shall be equally divided between Buyer and Seller. If Buyer's loan is a government-regulated loan which prohibits Buyer from paying such charges, then they shall be paid by Seller.

This offer is null and void if not accepted by Seller on or before _____, 19____, at _____ o'clock _____ m.

Buyer acknowledges receipt of a copy of this offer, which has not yet been signed by Seller.

BUYER _____ DATE _____ SS#/FedID# _____

BUYER _____ DATE _____ SS#/FedID# _____

ADDRESS _____ Zip _____ Phone _____

NAMES FOR DEED: _____

RECEIVED FROM: _____

the sum of _____ (\$ _____) DOLLARS (by _____) to apply to the purchase price of the Property on terms and conditions as stated. In the event this offer is not accepted by the Seller of the Property within the time specified, or in the event there are any defects in the title which cannot be cured as specified above, the Deposit shall be refunded.

BROKER

BY _____

OFFICE ADDRESS

PHONE #

AFFILIATED LICENSEE

HOME PHONE _____

(Continued on page 10)

AMENDMENT TO UNIFORM PURCHASE AGREEMENT

Dated _____, 19__ on

Property located at _____

VETERANS ADMINISTRATION (VA) ESCAPE CLAUSE

"It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty in forfeiture of earnest money deposit or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the VA. The purchaser shall however have the privilege and option of proceeding with the consummation of this contract without regard to the amount of reasonable value established by the VA."

Seller _____
(Date)

Buyer _____
(Date)

Seller _____
(Date)

Buyer _____
(Date)

FEDERAL HOUSING ADMINISTRATION (FHA) ESCAPE CLAUSE

"It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the mortgagee has delivered to the purchaser a written statement issued by the Federal Housing Commissioner or a Direct Endorsement lender setting forth the appraised value of the property (excluding closing costs) of not less than \$_____ which statement the mortgagee hereby agrees to deliver to the purchaser promptly after such appraised value statement is made available to the mortgagee. The purchaser shall, however, have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable."

NOTE: The dollar amount to be inserted in the amendatory clause is the sales price as stated on the contract. This amount plus closing costs must be sufficient to support the requested mortgage.

Seller _____
(Date)

Buyer _____
(Date)

Seller _____
(Date)

Buyer _____
(Date)

BUYER PLEASE NOTE

At closing Buyer is required to have cash or certified or cashier's check for the balance of Buyer's payments.

SELLER PLEASE NOTE

Upon termination of Seller's insurance at closing, Seller should insure all personal property remaining on the premises prior to delivery of possession.

(Continued on page 12)

(Continued from page 11)

**THIS IS A LEGALLY BINDING AGREEMENT,
IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.**

This contract form has been prepared by the Nebraska Real Estate Commission. It is intended to include provisions common to most transactions. Its use is not mandatory and it will not be suitable for contracts having or requiring unusual provisions.

Commission rates and contract terms are not regulated by law and are subject to negotiation between the Real Estate Broker and the Seller.

EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

_____ (Seller)

[Name(s) of Owner(s)]

contracts with _____ (Broker)

(Broker's Name or Firm and Address)

for the purposes and under the terms set forth below with my specific Seller's Limited Agent to be _____ and such other affiliated licensees of Broker as may be assigned by Broker in writing, if needed as exclusive Seller's Limited Agents. The affiliated licensee(s) named in this paragraph and the Seller's Limited Agents who may be appointed by the Broker are collectively referred to in this Listing Contract as Seller's Limited Agents. All responsibilities and duties of Broker shall also be the responsibilities and duties of the Seller's Limited Agent:

1. Purpose of Agency. The purpose of this sole and exclusive right-to-sell agency contract ("Listing Contract") is to engage the efforts of Broker to accomplish the Sale of the Real Property legally described as: _____

also known as _____

(Street Address)

(City)

(State)

together with any items of Personal Property to be conveyed pursuant to Paragraph 5 (collectively referred to as the "Property").

2. Effect of this Listing Contract. By contracting with Broker, Seller agrees to conduct all negotiations for the Sale of the Property through Seller's Limited Agent and to refer to Seller's Limited Agent all inquiries received in any form from any source during the term of this Contract.

3. The Listing Period. This Contract shall begin _____, 19____, and shall continue through _____ 19____. (This is referred to as the "Listing Period.")

4. Price and Terms. The Offering Price for the Property shall be \$ _____ on the following Terms: _____

5. Price to Include. The Price shall include all attached fixtures, except _____

_____ The following Personal Property is also included _____

6. Title. Seller represents to Broker that title to the Property is solely in Seller's name. Seller shall deliver to Broker, upon request, copies of all relevant title materials. Seller represents that there are no known encroachments affecting this Property, except (If none, state "None"): _____

Seller agrees to convey marketable title by warranty deed or _____

If the Property has been or will be assessed for local improvements installed, under construction or ordered by public authority at the time of signing a Purchase Agreement, Seller will be responsible for payment of same.

Broker may terminate this Listing Contract upon written notice to Seller that title is not satisfactory to Broker.

7. Evidence of Title. Seller agrees to convey a marketable title to Buyer, evidenced by a policy of title insurance or an abstract certified to date.

8. Possession. Possession of the Property shall be delivered to Buyer on _____

9. Material Defects and Indemnification. Seller represents to the Broker solely for the purposes of this Listing Contract that he or she has completed or will promptly complete the Seller Property Condition Disclosure Statement fully and correctly to the best of the Seller's knowledge. Seller further states that all oral representations made to Seller's Limited Agent are accurate. Seller's Limited Agent shall not receive any offers to purchase until the Seller Property Condition Disclosure Statement is complete.

Seller agrees to indemnify and hold harmless Broker (Listing Company) and any subagents, from any claim that may be made against the Listing Company or subagents by reason of the Seller having breached the terms of this paragraph. In addition, Seller

agrees to pay attorney fees and associated costs reasonably incurred by Broker to enforce this indemnity. Seller agrees that any defects of a material nature (including, but not limited to, structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses or zoning variances) actually known by Seller's Limited Agent must be disclosed by Seller's Limited Agent to any prospective Buyer.

10. Compensation of Broker. In consideration of services to be performed by Seller's Limited Agent, Seller agrees to pay Broker a commission of _____, payable upon the happening of any of the following:

- (a) If during the term of the listing, Seller, Broker or any other person:
 - (1) sells the Property; or
 - (2) finds a Buyer who is ready, willing and able to purchase the Property at the above price and terms or for any other price and terms to which Seller agrees to accept; or
 - (3) finds a Buyer who is granted an option to purchase or enters into a lease with option to purchase and the option is subsequently exercised; or
- (b) If this agreement is revoked or violated by Seller; or
- (c) If Broker is prevented in closing the Sale of this Property by existing claims, liens, judgements, or suits pending against this Property, or Seller thereof; or
- (d) If Broker is unfairly hindered by Seller in the showing of or attempting to sell this Property. Or,
- (e) If within _____ days after the expiration of this Listing Contract, Seller sells this Property to any person found during the term of this listing, or due to Broker's efforts or advertising, under this Listing Contract, unless this Property is listed with another Broker.

11. Limitation on Broker's Compensation. Broker may accept compensation when Broker or affiliated licensee (other than Seller's Limited Agent), is serving as a Buyer's Agent. In all other cases, Broker shall not accept compensation from the Buyer, the Buyer's agent, or any entity participating in or providing services for the Sale without written agreement of Seller.

12. Cooperating with Other Brokers. Broker may accept the assistance and cooperation of other brokers who will be acting as subagents of the seller or as agents for a Buyer. If Broker participates in a local multiple listing service Broker shall submit the Property to such listing service. Seller authorizes Broker to compensate from the amount described in paragraph 10: () seller's subagent; () buyer's agent; () agents acting for both the buyer and the seller-dual agents.

13. Forfeiture of Earnest Money. In the event of forfeiture of the earnest money made by a prospective Buyer, the monies received, after expenses incurred by Broker, shall be divided between Broker and Seller, one-half thereof to Broker, but not to exceed the commission agreed upon herein, and the balance to Seller.

14. Cost of Services. Broker shall bear all expenses incurred by Broker, if any, to market the Property and to compensate cooperating brokers, if any. Broker will not obtain or order any products or services to be paid by Seller unless Seller agrees. Broker shall not be obligated to advance funds for the benefit of Seller.

15. Maintenance of the Property. Seller agrees to maintain until delivery of possession, the heating, air conditioning, water heater, sewer, plumbing and electrical systems and any built-in appliances in good and reasonable working condition. Seller further agrees to hold Broker harmless from any and all causes of action, loss, damage, or expense Broker may be subjected to arising in connection with this section. Seller also agrees that Broker shall not be responsible for maintenance of the Property.

16. Nondiscrimination. The undersigned Seller and Broker acknowledge, by their respective signature hereon, that the law prohibits discrimination for or against any person because of race, color, religion, sex, handicap, familial status, or national origin.

17. Escrow Closing. Seller agrees that the closing of any sale made by Broker may be handled by an Escrow Agent and authorizes Broker to transfer all earnest monies, downpayments and other trust funds to the Escrow Agent along with documents and other items received by Broker related to the sale. The cost of the Escrow Closing shall be paid by Seller or as negotiated with the Buyer in the Purchase Agreement.

18. Smoke Detectors. Seller agrees to install at Seller's expense any smoke detectors required by law.

19. "For Sale" Sign Permitted. Seller gives permission to Broker to place a "For Sale" and a "Sold" sign on the Property and to use a "Lock Box."

20. Duties and Responsibilities of Seller's Limited Agent. Seller's Limited Agent shall have the following duties and obligations:

- a. To perform the terms of this agreement;
- b. To exercise reasonable skill and care for Seller;
- c. To promote the interest of Seller with the utmost good faith, loyalty and fidelity including:
 1. Seeking the price and terms which are acceptable to Seller except that Seller's Limited Agent shall not be obligated to seek additional offers to purchase the property while the property is subject to a contract for sale;
 2. Presenting all written offers to and from Seller in a timely manner regardless of whether the property is subject to a contract for sale;
 3. Disclosing in writing to Seller all adverse material facts actually known by Seller's Limited Agent; and
 4. Advising Seller to obtain expert advice as to material matters of that which Seller's Limited Agent knows but the specifics of which are beyond the expertise of Seller's Limited Agent;
- d. To account in a timely manner for all money and property received;

(Continued on page 14)

(Continued from page 13)

- e. To comply with the requirements of agency relationships as defined in Neb. Rev. Stat. §§ 76-2401 through 76-2430, the Nebraska Real Estate License Act, and any rules or regulations promulgated pursuant to such sections or act; and
- f. To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

21. **Confidential Information.** Seller's Limited Agent shall not disclose any confidential information about Seller, without Seller's written permission, unless disclosure is required by statute, rule, or regulation, or failure to disclose the information would constitute fraudulent misrepresentation. Seller's Limited Agent is required to disclose adverse material facts to any prospective buyer. Adverse material facts may include any environmental hazards affecting the property which are required by law to be disclosed, physical condition of the property, any material defects in the property, any material defects in the title to the property, or any material limitation on Seller's ability to perform under the terms of the contract.

22. **Modification of this Listing Contract.** No modification of this Listing Contract shall be valid, unless made in writing and signed by the parties.

23. **Release of Information.** Seller authorizes Broker to obtain any information relating to utility expenses and all pertinent information regarding the present mortgage(s) or Deed(s) of Trust on this Property including existing balance, interest rate, monthly payment, balance in escrow account and pay off amount. Seller authorizes the dissemination of sales information including selling price and terms after closing of the transaction.

24. **Entire Agreement.** This Listing Contract constitutes the entire Contract between the parties and any prior negotiations or agreements, whether oral or written, are not valid unless set forth in this Contract.

25. **Copies of Agreement.** This Listing Contract is executed in multiple copies and Seller acknowledges receipt of a copy signed by the Broker or Broker's affiliated licensee.

Signed this _____ day of _____, 19____.

(Name of Broker or Firm)

(Address) (Phone No.)

By _____
(Affiliated Licensee's Signature) (Date)

(Name of Seller(s) - Type or Print)

(Seller Signature/SS#/Fed ID#) (Date)

(Seller Signature/SS#/Fed ID#) (Date)

(Seller(s) Address)

(City) (State) (Zip)

(Residence) Seller Phone (Business)

OPTIONAL LIMITED DUAL AGENCY LANGUAGE

If Broker is also offering Limited Dual Agency, the following paragraphs can be included in the Listing Agreement. If used, remember to renumber the remaining paragraphs.

22. Duties and Responsibilities of Seller's Limited Agent as a Limited Dual Agent. Seller's Limited Agent has disclosed to Seller that Broker permits Seller's Limited Agent to act as an agent for sellers of property or for buyers of property, and with the informed written consent of both the seller and buyer of a particular property, to act as a Limited Dual Agent for both. Seller's Limited Agent agrees to promptly notify Seller whenever a Seller's Limited Agent is also representing a buyer when that buyer becomes interested in acquiring Seller's property. Seller consents to Seller's Limited Agent also serving as an agent of the Buyer for Seller's property and acknowledges that Seller's Limited Agent will then be a Limited Dual Agent of both Seller and Buyer, serving both Seller and Buyer as clients. As a Limited Dual Agent, Seller's Agent will owe to the Buyer the following duties and obligations as a Buyer's Agent:

- a. To perform the terms of the written agreement made with the buyer;
- b. To exercise reasonable skill and care for the Buyer;
- c. To promote the interests of the Buyer with utmost good faith, loyalty, and fidelity, including:
 1. Seeking a price and terms which are acceptable to the Buyer, except that the licensee shall not be obligated to seek other properties while the Buyer is a party to a contract to purchase property;
 2. Presenting all written offers to and from the Buyer in a timely manner regardless of whether the Buyer is already a party to a contract to purchase property;
 3. Disclosing in writing to the Buyer adverse material facts actually known by the Buyer's Limited Agent;
 4. Advising the Buyer to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the Buyer's Limited Agent;
- d. To account in a timely manner for all money and property received;
- e. To comply with all requirements of Neb. Rev. Stat. §§ 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and
- f. To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes or regulations.

As a Limited Dual Agent, Seller's Limited Agent also continues to owe Seller the duties and obligations as a Seller's Limited Agent set out in paragraph 20, and the Seller's Limited Agent also continues to owe to Buyer the duties and obligations as a Buyer's Limited Agent described above, except that a Limited Dual Agent can disclose to one client any information the Limited Dual Agent has gained from the other client which is relevant to the transaction or client, provided that Limited Dual Agent can not disclose, without the informed written consent of the client to whom the information pertains:

- a. that Seller is willing to accept less than the asking price for the property;
- b. that Buyer is willing to pay more than the purchase price offered for the property;
- c. what the motivating factors are for any client buying or selling the property;
- d. that either client will agree to financing terms other than those offered by that client;
- e. any other confidential information about the client unless the disclosure is required by statute, rule, or regulation or failure to disclose the information would constitute fraudulent misrepresentation.

In the event that Seller's Limited Agent becomes a Limited Dual Agent, Seller's Limited Agent will prepare and present to Seller an Informed Written Consent at or before the time an offer to or from the Buyer is first presented. The Informed Written Consent will identify the Buyer and disclose the compensation agreement between Seller's Limited Agent and Buyer, if any. Seller's Limited Agent will be allowed to continue in the transaction as a Limited Dual Agent only if the Informed Written Consent is signed by both Seller and Buyer.

LET'S TALK TRUST ACCOUNTS

This is the inaugural appearance of what will become an ongoing column in "Commission Comment". This column will provide noteworthy information relating to various trust account issues. It is our intent to provide in this column the answers to questions which are posed to the Real Estate Commission regarding the maintenance of the trust account, the bookkeeping system and any attendant records. Subject matter for this column will also be drawn from the results of trust account examinations.

Transaction Files

During the past several months, we, the trust account examiners, have emphasized a preference for organizing the paperwork within transaction files. In many cases, the trust account examiner must review each document maintained within the transaction file in order to locate the few documents necessary to complete the examination process.

So that the trust account examiner may work with you more efficiently, we are requesting that each designated broker, or his or her designee, review the pending or closed transaction file and place the pertinent documents listed below towards the top of the file contents:

- 1) Listing Agreement (listing company only)
- 2) Seller Property Condition Disclosure Statement (listing company only)
- 3) Purchase Agreement (listing company and selling company)
- 4) Addendas or counter-offers which affect the final acceptance of the Offer (listing company and selling company)
- 5) Seller "Estimated" Closing Cost Statement (listing company only)
- 6) Buyer "Estimated" Closing Cost Statement (selling company only)
- 7) Seller "Final" Closing Statement (listing company only)
- 8) Buyer "Final" Closing Statement (listing company only)

After July 1, 1995, we will also be looking for brokerage relationship disclosure documents and asking to see a copy of the designated broker's policy on

brokerage relationships required in the Statute.

Your cooperation in organizing files as requested is appreciated and will contribute to efficiency in the trust account examination process.

Estimated Seller and Buyer Closing Costs

Previous issues of the "Commission Comment" have provided information relating to Title 299, N.A.C. 5-003.10 and 5-003.11 dealing with estimated seller and buyer closing cost statements.

The criteria relating to both seller and buyer estimated closing cost statements are similar and are as follows:

- 1) An estimated seller closing cost statement must be prepared at the time a seller is presented and accepts an Offer to Purchase. It must be signed by the seller at that time and maintained in the transaction file.
- 2) An estimated buyer closing cost statements must be prepared at the time an offer is written by the buyer and a counter offer is accepted by the buyer. It must also be signed by the buyer at that time and retained in the transaction file.
- 3) Both buyer and seller estimated closing cost statements must include those categories of costs that the party will be expected to pay at closing and, to the extent that they are reasonably available, an estimate of the cost for the item.
- 4) Copies of the signed statements are then maintained in the transaction file of the designated broker. In the case of a cooperative sale, the buyer's statement would be maintained in the selling designated broker's transaction file and the seller's statement would be maintained in the listing designated broker's transaction file.

Certain transactions are exempt from the estimated closing costs Rules and Regulations. They are:

Seller estimated closing cost statements are not required in transactions involving new construction; lots; commercial property, including residential property with five or more

dwelling units; and agricultural property, which is defined as property zoned agricultural by a county, in which any part of the property is located or, if a county does not zone land agricultural, then property, any part of which is assessed as agricultural property by a county assessor.

Buyer estimated closing cost statements are not required in transactions involving only commercial or agricultural properties using the same definitions as in the preceding paragraph.

We have also had inquiries regarding the use of estimates given by lending institutions to prospective purchasers who are "pre-qualifying" for loans with the lender. As long as these estimates are acquired prior to the prospective buyer making an offer or accepting a counter offer, these estimates would suffice in meeting the requirement as long as a copy is made for the transaction file and it is signed and dated by the prospective purchaser. It must also be reviewed with the prospective purchaser by the licensee with whom they are working. A new estimate by the licensee, however, must be completed if the property purchased is at a different price from that for which the lender gave its estimate. An example would be needed is if the lender estimate was for a \$100,000.00 purchase and the prospective purchaser makes an offer on a property which significantly changes any of the estimated costs.

Estimated seller and buyer closing costs made at times other than those required in the Rule and Regulation, such as at the time of listing; at the time an offer is presented but not accepted; etc., are not required to be retained under the Rules and Regulations. However, designated brokers may wish to retain them as part of their office policy.

If you have questions or comments pertaining to trust account issues and would like those answers published, you are encouraged to send your questions or comments to: Nebraska Real Estate Commission, Attn: Terry Mayrose, P.O. Box 94667, Lincoln, Nebraska 68509-4667.

EPA/HUD Lead-Based Paint Rule Put on Hold

(Editor's note: This article was reprinted with permission from the March 1995, Arizona Real Estate bulletin.)

A lead-based paint disclosure rule issued jointly by the U.S. Environmental Agency (EPA) and the U.S. Department of Housing and Urban Development (HUD) scheduled to take effect on October 28, 1995, will be delayed until sometime in mid-1996.

Don Lanier, a toxic programs officer with HUD's San Francisco office said, "We're going to delay publication of the final rule until some time this summer, after we receive more public comment. Once it's published and approved, we'll give the real estate industry

a year to assimilate the rule before it goes into effect. That way, the form and pamphlets will be out there long enough so that everyone knows exactly what the requirements are."

The rule, issued under Section 1018 of Title X, would require a potential buyer or lessee of a home or apartment built before 1978 - regardless of whether lead-based paint is present - to receive a lead-hazard warning pamphlet and sign a statement that they have received the document and are aware of lead-based paint hazards.

The rule does not mandate lead inspections, but it will require

sellers or lessors to disclose all the information they have about lead-based paint in the house or apartment.

It is expected that HUD and EPA will impose an obligation on real estate salespersons and brokers to advise sellers of the rule. Licensees would have to sign and maintain copies of a disclosure form for each sale or rental of housing built before 1978.

"The line between two properties is never so clearly drawn as when your neighbor mows his lawn"

Anonymous

(Continued from page 6)

7. Prepare letter of intent or review proposed lease and explain lease provisions.
8. Coordinate signing of lease and delivering copies to all parties.
2. Examples of tasks a buyer's or tenant's agent or subagent may perform with an unrepresented seller or landlord may include, but not be limited to, the following:
 - a) Tasks for unrepresented Seller by Buyer's Agent:
 1. Explain the home selling process.
 2. Provide background information, except that required to be confidential, relating to the buyer's ability to perform under the proposed terms of an offer.
 3. Review and explain clauses in the offer.
 4. Provide estimate of closing costs based on the proposed terms of an offer.
 5. Provide market data that justifies the buyer's offer.
 6. Present seller counter-offers to the buyer.
 7. Provide follow-up services, including coordinating inspections, appraisals, surveys, etc.
 8. Assist with utilities changes.
 9. Assist with preparation and filing of documents.
 10. Provide referral services, if relocating.
 - b) Tasks for unrepresented Landlord by Tenant's Agent:
 1. Explain the leasing process.
 2. Provide background information, except that required to be confidential, regarding the tenant's ability to perform under the proposed terms.
 3. Review and explain clauses in the proposal.
 4. Provide market data that justifies the tenant's proposal.
 5. Present landlord/owner counter proposals to tenant.
 6. Help coordinate the lease preparation and signing.
 7. Coordinate signing of lease and delivering copies to all parties.

Future Real Estate Examinations

The following is the schedule of the dates on which the real estate licensing examinations are administered in Nebraska, and the deadline dates for filing of broker and salesperson original applications, retake applications, proof of education and examination cancellation requests for the applicable Examination Date.

Examinations for both salesperson and broker applicants are administered eleven times a year as set out on this schedule. The examination is adminis-

tered in Lincoln, North Platte and Omaha on each Examination Date and in Scottsbluff on only the January, May and September Examination Dates. All applicants for a particular examination will receive notice of the time and place of the examination approximately one week prior to that Examination Date.

Applications, proof of education, and cancellation requests are due on the date of the deadline!

The Examination Date and the deadlines are subject to change by order of

the Nebraska Real Estate Commission. Affected applicants will be notified of any changes in a timely manner.

Applications and other pertinent information regarding the real estate licensing and examination process may be obtained from the Nebraska Real Estate Commission, P. O. Box 94667, Lincoln NE 68509-4667. Telephone Number: (402) 471-2004. TDD users may use the Nebraska Relay System at (800) 833-7352.

Real Estate Examination Schedule 1995

<u>Examination Date</u>	<u>Broker Original Application</u>	<u>Salesperson Original Application</u>	<u>Education Deadline</u>	<u>All Retake Applications</u>	<u>Cancellation Deadline</u>
June 17, 1995	May 2, 1995	May 15, 1995	May 30, 1995	June 2, 1995	June 6, 1995
July 15, 1995	May 30, 1995	June 12, 1995	June 26, 1995	June 30, 1995	July 5, 1995
August 19, 1995	July 5, 1995	July 17, 1995	July 31, 1995	August 4, 1995	August 8, 1995
September 16, 1995	August 1, 1995	August 14, 1995	August 28, 1995	September 1, 1995	September 5, 1995
October 21, 1995	September 5, 1995	September 18, 1995	October 2, 1995	October 6, 1995	October 10, 1995
November 18, 1995	October 3, 1995	October 16, 1995	October 30, 1995	November 3, 1995	November 7, 1995
January 20, 1996	December 5, 1995	December 18, 1995	January 2, 1996	January 5, 1996	January 9, 1996
February 17, 1996	January 2, 1996	January 16, 1996	January 29, 1996	February 2, 1996	February 6, 1996
March 16, 1996	January 30, 1996	February 12, 1996	February 26, 1996	March 1, 1996	March 5, 1996
April 20, 1996	March 5, 1996	March 18, 1996	April 1, 1996	April 5, 1996	April 9, 1996
May 18, 1996	April 2, 1996	April 15, 1996	April 29, 1996	May 3, 1996	May 7, 1996

Nebraska Real Estate Commission
PO Box 94667
Lincoln, NE 68509-4667

Bulk Rate
U.S. Postage
PAID
Permit No. 212
Lincoln, NE