

# Brokerage Relationships Analysis

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- *Broker Duties*
  - ✦ Owed to all Clients and Customers
  - ✦ Professional Duty—not Fiduciary
  
- **Brokerage Relationships**
  - ✦ Task
  - ✦ Role
  - ✦ Relationship

Property Management  
New Builder Exclusive Rep  
Absentee Client/Customer  
Seller/Buyer Brokerage  
Building/Tenant Rep

# ROLE

Exclusive Service  
Impartial Service

# TASK

# RELATIONSHIP

Transaction Broker  
Agent

# Module IV: Brokerage Relationships

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- Transaction Broker with CUSTOMER

Assistance without a written agreement

Professional Duties (License Law, RULES, Ethics)

Performance of both oral and written promises

# Module IV: Brokerage Relationships

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- **Transaction Broker with CLIENT**
  - Written Transaction Broker Service Agreement
  - Exclusive to that individual Client
  - Loyalty in promotion of client's interests and not betraying client to oneself or to another in keeping with provisions of law and Code of Ethics

**1. EXCLUSIVE SERVICES.** The undersigned [redacted] ("Seller") grants to the undersigned Broker firm the exclusive right to sell the real property described in Paragraph 3. Broker will act as Seller's Transaction Broker in this transaction without creating an agency relationship. Broker and Seller will owe each other loyalty. "Sale" includes the voluntary sale, lease, exchange or other transfer of the Property or the voluntary creation of the right to acquire any interest in the Property (including a contract or lease). It is the parties' intention to minimize the likelihood that Seller will be held liable for the acts and omissions of the Broker and to eliminate the possibility that Broker is held liable to Seller under agency law.

# Module IV: Brokerage Relationships

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- **Exclusive Agent with CLIENT**
  - Written Express Agency Service Agreement
  - Exclusive to that individual *agency* Client
  - Loyalty in promotion and protection of agency client's interests as primary above all others

**I. AGENCY.** This Addendum is a part of the Listing Agreement-Exclusive Right to Sell dated \_\_\_\_\_, between \_\_\_\_\_ ("Seller") and \_\_\_\_\_ ("Broker")

and relating to the following Property:

Address | \_\_\_\_\_ City

Legal Description  
or see metes & bounds description attached as Exhibit \_\_\_\_\_, \_\_\_\_\_ County, New Mexico.

Broker will serve as Seller's agent in this transaction. In addition to the Broker Duties, Broker will owe to Seller fiduciary duties.

# Module IV: Brokerage Relationships

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- *Dual Agency Facilitation*

Written Consent (RANM Agency-Dual Agreement)

Assistance –not Representation

Professional Duties (License Law, RULES, Ethics)

Performance of both oral and written promises

**BROKER'S DUAL AGENCY ROLE:** Brokerage is representing both Buyer and Seller as clients by means of a written agency agreement with each of them. Buyer and Seller consent to Brokerage acting as a Dual Agent. Buyer and Seller agree to modify the fiduciary duties of the brokerage. As a Dual Agent, Brokerage shall act as a facilitator between Buyer and Seller, shall not disclose confidential information of one party to the other without the affected party's consent, will provide information on an equal basis to assist Buyer and Seller to negotiate on their own behalf, but will not advocate for either Buyer or Seller. Buyer and Seller acknowledge that they are fully aware of and understand the implications and consequences of Brokerage's dual agency role. Broker cannot accept compensation from more than one party without the disclosure to all parties and the informed consent of the clients.

# Module IV: Brokerage Relationships

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- Dual Transaction Broker Facilitation

Written Consent (No RANM Form Available)

Assistance—not Representation

Professional Duties (License Law, RULES, Ethics)

Performance of both oral and written promises

**Broker's Transaction Facilitation Role:** Buyer and Seller consent to Broker not acting as exclusive representative for either party in order to *facilitate* this transaction. As *facilitator*, Broker shall not disclose confidential information of one party to the other without the affected party's consent, will provide information on an equal basis to assist Buyer and Seller to negotiate on their own behalf, but will not represent either Buyer or Seller. Buyer and Seller acknowledge that they understand and accept Broker's *facilitation role*. Broker cannot accept compensation from more than one party without disclosure to all parties and the informed consent of both clients.

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Building/Tenant Rep

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# ROLE

Exclusive Service  
Impartial Service

# TASK

# RELATIONSHIP

Transaction Broker  
Agent