



THE STATE  
of

**ALASKA**

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

**Real Estate Commission**

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## Alaska Real Estate Commission Waiver of Right to Be Represented

**The Consumer understands that all rights to be Represented by the Licensee are being waived.** The Consumer is receiving Specific Assistance in a Neutral capacity. A Waiver of Right to be Represented MUST be signed BEFORE the Licensee acts in a Neutral capacity. The Seller/Lessor may preauthorize the Licensee to act in a Neutral capacity by signing this disclosure prior to a Buyer/Lessee's interest. The Licensee must have all parties sign a Waiver of Right to be Represented before showing the property to a Represented Buyer/Lessee and acting in a Neutral capacity. The following is an outline of duties owed by a Neutral Licensee to Consumers:

### Neutral Licensee

The Licensee will be providing services to both sides in a real estate transaction for a specific property. A Neutral Licensee does not "Represent" either Consumer. A Licensee in a Neutral capacity owes both parties the following duties:

- Exercise of reasonable skill and care;
- Honest and good faith dealing;
- Timely presentation of all written communications;
- Disclosing all material information known by the Licensee regarding the physical condition of a property;
- Timely accounting of all money and property received by the Licensee;
- Not intentionally take actions which are adverse or detrimental to the Consumer;
- Timely disclosure of conflicts of interest to the Consumer;
- Advising the Consumer to seek independent expert advice if a matter is outside the expertise of the Licensee;
- Not disclosing Consumers confidential information during or after representation without written consent of the Consumer unless required by law; and
- Not disclosing the terms or the amount of money the Consumer is willing to pay or accept for a property if different than what the Consumer has offered or accepted for a property.

Consumer Initials: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_

### Additional Authorization

This additional authorization allows the Neutral Licensee to engage in the following conduct in a good faith effort to assist in reaching the final agreement in a real estate transaction:

- Analyzing, providing information on, or reporting 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.

Consumer Initials: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_

**Acknowledgement:** The below Consumer has read the information provided in the Alaska Real Estate Disclosure and understands the different types of relationships available by an Alaska Real Estate Licensee. The Consumer is waiving their right to be Represented and authorizes the below Licensee to act in a Neutral capacity.

|                 |  |            |  |       |  |
|-----------------|--|------------|--|-------|--|
| Brokerage Name: |  |            |  |       |  |
| Licensee Name:  |  | Signature: |  | Date: |  |
| Consumer Name:  |  | Signature: |  | Date: |  |
| Consumer Name:  |  | Signature: |  | Date: |  |

– THIS CONSUMER DISCLOSURE IS NOT A CONTRACT –