



## 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 – Licensee 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 interests;
- Disclose all conflicts of interests 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.

**THIS DISCLOSURE PAMPHLET IS NOT A CONTRACT**

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 accuracy or completeness of a statement made by a party to a real estate transaction or by a person reasonably believed by the licensee to be reliable
- To show or search for properties without compensation

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The Licensee anticipates compensation to be paid by \_\_\_\_\_ buyer/lessee, ~~X~~ 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 All Partners Real Estate Licensees (Licensee) of \_\_\_\_\_  
Partners Real Estate (company) will be working with me under the following relationship:

- \_\_\_\_\_ Specific Assistance without Representation
- ~~X~~ \_\_\_\_\_ 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: \_\_\_\_\_

\_\_\_\_\_  
Real Estate Licensee  
Partners Real Estate  
\_\_\_\_\_  
Real Estate Company

**THIS DISCLOSURE PAMPHLET IS NOT A CONTRACT**



date: \_\_\_\_\_

**APPLICATION PROCEDURE**

Fill out the application completely and accurately. Please complete your housing and employment history, including names and telephone numbers. If this application is not complete, one telephone call will be placed to the applicant to obtain the information in order to further the process. If this call does not provide the needed information, rejection may be based upon an incomplete application. Falsification or withholding of information is grounds for denial.

Please list all sources of income. Applicants must demonstrate an ability to pay the monthly rent. Employment references may be checked to verify income. If an applicant receives an income subsidy, the applicant must provide verification when turning in the completed application. If an applicant does not demonstrate the ability to pay the monthly rent, a co-signer may be required to guarantee the financial obligations of the lease.

A credit check will be conducted. Poor credit does not always result in application disapproval, however it may be a factor used in processing an application, and may be grounds for disapproval. If you expect your credit report to be substandard, discuss it with us prior to completing this application.

A rental history check will be conducted on your application.

Partners Real Estate manages properties owned by various property owners. Each owner may have different acceptable qualifications for tenancy. Partners Real Estate rents to applicants in the order that their applications are approved. We will contact you after your application has been processed.

I \_\_\_\_\_ AM APPLYING TO LEASE THE PROPERTY AT  
\_\_\_\_\_  
FOR A \_\_\_\_\_ MONTH PERIOD AT A RATE OF \$ \_\_\_\_\_ PER MONTH, STARTING ON  
\_\_\_\_\_ 20 \_\_\_\_.

Will you have a pet? (Yes/No) \_\_\_\_\_

If yes, please describe PETS (There is no guarantee pets are permitted. As a general rule, the following are not permitted: dogs less than 12 months old; certain breeds of dogs; cats. All pets are subject to approval by Partners Real Estate).

initial \_\_\_\_\_

**YOU MUST ATTACH A MINIMUM OF \$100 TO THIS APPLICATION. IF YOUR APPLICATION IS APPROVED, THIS DEPOSIT WILL BE REFUNDED TO YOU AS A CREDIT TOWARD RENT OR SECURITY DEPOSIT. UPON NOTIFICATION OF APPROVAL, YOU HAVE 24 HOURS TO SIGN THE LEASE; AT LEAST ONE HALF OF THE SECURITY & PET DEPOSIT IS DUE AT THE TIME THE LEASE IS SIGNED.**

initial \_\_\_\_\_

**THE APPLICANT UNDERSTANDS THAT IF THIS APPLICATION IS ACCEPTED AND THE APPLICANT FAILS TO EXECUTE A LEASE WITHIN 24 HOURS, OR TO PAY THE REQUIRED DEPOSITS, THE APPLICATION DEPOSIT WILL BE FORFEITED AS LIQUIDATED DAMAGES.**

initial \_\_\_\_\_

**SHOULD YOU WITHDRAW YOUR APPLICATION AFTER A CREDIT REPORT HAS BEEN ORDERED OR SHOULD YOUR APPLICATION BE DENIED, DUE TO UNACCEPTABLE CREDIT HISTORY OR REFERENCES, \$25 OF THE \$100 DEPOSIT WILL NOT BE REFUNDED.**

initial \_\_\_\_\_

Name: \_\_\_\_\_  
address: \_\_\_\_\_  
city/state/zip: \_\_\_\_\_  
email: \_\_\_\_\_  
secondary email: \_\_\_\_\_

phone (res): \_\_\_\_\_  
phone (ofc): \_\_\_\_\_  
phone (cell): \_\_\_\_\_  
date of birth: \_\_\_\_\_

Current Landlord Name and Phone Number: \_\_\_\_\_

If at address above less than two years, fill in address information for prior addresses below.

(BUYER/LESSEE)

pay grade (if mil or GS): \_\_\_\_\_  
employer: \_\_\_\_\_  
how long: \_\_\_\_\_  
address: \_\_\_\_\_  
phone: \_\_\_\_\_  
supervisor: \_\_\_\_\_  
gross annual income: \_\_\_\_\_

(CO-BUYER/CO-LESSEE)

Name \_\_\_\_\_  
date of birth: \_\_\_\_\_  
pay grade (if mil or GS): \_\_\_\_\_  
employer: \_\_\_\_\_  
how long: \_\_\_\_\_  
address: \_\_\_\_\_  
phone: \_\_\_\_\_  
supervisor: \_\_\_\_\_  
gross annual income: \_\_\_\_\_

If in present employment less than two years, provide employment information for prior years.

PRIOR RESIDENCES

dates of occupancy: \_\_\_\_\_ - \_\_\_\_\_  
address: \_\_\_\_\_  
name of landlord: \_\_\_\_\_ phone: \_\_\_\_\_  
dates of occupancy: \_\_\_\_\_ - \_\_\_\_\_  
address: \_\_\_\_\_  
name of landlord: \_\_\_\_\_ phone: \_\_\_\_\_

Have you or someone you will be living with at this address ever filed for bankruptcy?  
(Yes/No) \_\_\_\_\_  
If yes, by whom, when, and for what reason? \_\_\_\_\_

Has an eviction action ever been filed against you or someone you will be living with at this address?  
(Yes/No) \_\_\_\_\_  
If yes, by whom, when, and for what reason? \_\_\_\_\_

Have you or someone you will be living with at this address ever been convicted of a crime?  
(Yes/No) \_\_\_\_\_  
If yes, please state when and describe \_\_\_\_\_

Have you or someone you will be living with at this address ever been convicted of any drug-related offenses?  
(Yes/No) \_\_\_\_\_  
If yes, please state when and describe \_\_\_\_\_

Have you or someone you will be living with at this address ever been convicted of any sex-related offense?  
(Yes/No) \_\_\_\_\_  
If yes, please state when and describe \_\_\_\_\_

Are you or someone you will be living with at this address on a sex offender list in the United States or worldwide?  
(Yes/No) \_\_\_\_\_

If yes, please state where and describe \_\_\_\_\_

I, the undersigned, hereby acknowledge that I have read and understand this application, and all information that has been submitted, including the information listed on this application, is true and correct. I understand that all application information and materials are being relied upon in application processing and are a pre-condition to approval by Partners Real Estate. Any false statements or omissions are grounds for immediate application rejection, or future termination of any lease signed pursuant to this application. I hereby authorize management to conduct routine housing references, employment verification, criminal background checks, public records checks, financial reference investigations, and to obtain and rely on credit agency reports for the purpose of processing this application. I understand and acknowledge that my performance under any lease agreement I may enter into with the landlord may be reported to such credit-reporting agency, and authorize management to obtain my credit report for the purpose of collecting any amounts due pursuant to any future lease agreement with the landlord.

I, the undersigned, hereby acknowledge that I have read and understand the lease that will be in effect for this property.

By checking this box I certify that I have read the above statement and agree to its terms.

CREDIT INFORMATION

I hereby give permission to all of my creditors and to any credit bureau to provide Partners Real Estate and C. Rolf Milton, CRB with any information relating to credit worthiness.

\_\_\_\_\_  
(applicant)

\_\_\_\_\_  
(co-applicant)

**CREDIT REPORT REQUEST**

Report purchased from: ***Gold Line Credit Services, Inc. or National Credit Center***  
Exclusively by and for: PARTNERS REAL ESTATE - EAGLE RIVER

Prepare Report on \_\_\_\_\_ Subject Only \_\_\_\_\_ Subject & Co-Occupant (Joint)  
\_\_\_\_\_ Subject & Co-Occupant (Individual)

***Please check one of the above***

NAME: \_\_\_\_\_

CO-OCCUPANT: \_\_\_\_\_

CURRENT ADDRESS: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

PREVIOUS ADDRESS: \_\_\_\_\_

SSN: \_\_\_\_\_

subject

SSN: \_\_\_\_\_

co-occupant

I understand that *Gold Line Credit Services, Inc. or National Credit Center* will be preparing my credit report, and that I may receive a call from *Gold Line Credit Services, Inc. or National Credit Center* for a consumer interview. I authorize the release of my application to *Gold Line Credit Services, Inc. or National Credit Center* and also authorize my creditors and employers to release to *Gold Line Credit Services, Inc. or National Credit Center* telephonically as well as in writing any information that they may require, including data on my current and previous credit history, employment and income. I further understand that use of a photocopy of this release may be necessary to verify one or more of my references. I authorize that use, and request that such a copy be honored fully, as if it were an original.

My signature authorizes *Gold Line Credit Services, Inc. or National Credit Center* to complete a full credit report and C. ROLF MILTON, CRB to receive this report.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



**January 10, 2006**

**DISCLOSURE REGARDING EARNEST MONEY DEPOSITS**

12 AAC 64.200 requires that all money deposited with a real estate broker be deposited expeditiously in the broker's trust account. Deposits must clear prior to any distribution of deposited funds. This may delay the refund of distribution of trust funds up to 14 days.

A transaction that results in the parties entering mediation, or otherwise disputing the disbursement of trust funds, may mean a significant delay prior to either party receiving all or part of the funds.

DATED: \_\_\_\_\_ TIME: \_\_\_\_\_

DATED: \_\_\_\_\_ TIME: \_\_\_\_\_

\_\_\_\_\_  
PURCHASER  
LESSEE

\_\_\_\_\_  
SELLER  
LESSOR

\_\_\_\_\_  
PURCHASER  
LESSEE

\_\_\_\_\_  
SELLER  
LESSOR

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

Witness \_\_\_\_\_ Agent

Witness \_\_\_\_\_ Agent

Office \_\_\_\_\_

Office \_\_\_\_\_

Broker \_\_\_\_\_

Broker \_\_\_\_\_

**DO NOT SEND THIS FORM TO US ELECTRONICALLY - FAX ONLY!**

fax this form with a "Confidential" cover sheet to: 1-800-898-7653

Don't Send Info via E-mail: E-mail works independently of any security software, such as SSL or SET, and is not protected by them. E-mail is vulnerable and should probably never be used to send or receive sensitive personal information.



## Credit Card Sale

11940 Business Blvd., Suite 202, Eagle River, AK 99577  
 ofc: 1-907-694-4994 fax: 1-907-694-4995

RE / PROPERTY: \_\_\_\_\_

ITEM	DESCRIPTION	PRICE	TOTAL
Property Rental	Deposit / Earnest Money	\$100.00	\$100.00
	processing fee (3%)	\$3.00	\$3.00
CARD NUMBER:			
NAME ON CARD:			
EXPIRATION DATE:			
SECURITY CODE:			
BILLING HOUSE # & ZIP:			
TOTAL CHARGE			\$103.00



CHECK ONE:  *Mastercard*     *VISA*     *American Express*

Cardholder acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth in the cardholder's agreement with the issuer.

X \_\_\_\_\_ Date: \_\_\_\_\_  
 (cardholder signature)

\*\*\*\*\*  
 FOR OFFICE USE ONLY:

Authorization date/time: \_\_\_\_\_ Approval code: \_\_\_\_\_

Misc: \_\_\_\_\_ By: \_\_\_\_\_

House # Matches  yes  no      Billing Zipcode Matches  yes  no