

**REALTORS® ASSOCIATION OF NEW MEXICO
BROKER DUTIES – 2018
PART I – BROKER DUTIES**

Per New Mexico law, Brokers are required to disclose a specific set of applicable Broker Duties prior to the time the Broker generates or presents any written document that has the potential to become an express written agreement and obtain from the applicable party, written acknowledgement that the Broker has made such disclosures.

Brokers owe the following broker duties to all prospective buyers, sellers, landlords (owners) and tenants.

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of potential conflict of interests that the broker has in the transaction, including, but not limited to:
 - A. any written brokerage relationship the broker has with any other parties to the transaction or;
 - B. any material interest or relationship of a business, personal, or family nature that the broker has in the transaction;
5. Written disclosure of any adverse material facts actually known by the broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

In addition to the above duties, Brokers owe the following Broker Duties to the buyer, seller, landlord (owner) and/or tenant to whom the broker is directly providing real estate services, regardless of the scope and nature of those services. Brokers working as Property Managers for a landlord (owner) are directly providing real estate services to the landlord (owner), not to the tenant:

1. Unless otherwise agreed in writing with the applicable party, assistance to the party in completing the transaction, including:
 - A. timely presentation of and response to all offers or counter-offers; and
 - B. active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;
2. Acknowledgement by the broker that there may be matters related to the transaction that are outside the broker's knowledge or expertise and that the broker will suggest that the party seek expert advice on these matters;
3. Advise to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement;
4. Prompt accounting for all money or property received by the broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law;
6. Written disclosure of brokerage relationship options available in New Mexico which include, but are not limited to;
 - A. **Exclusive agency:** an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interests of the person in a real estate transaction. Such agreements include buyer agency, seller agency, designated agency, and sub-agency agreements.
 - B. **Dual agency:** an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as a facilitator in a real estate transaction rather than as an exclusive agent for either party to the transaction.
 - C. **Transaction Broker:** The non-fiduciary relationship created by law, wherein a brokerage provides real estate services without entering into an agency relationship.
7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller/owner shall not disclose the following to the buyer/tenant in a transaction:
 - A. that the seller/owner has previously indicated they will accept a sales/lease price less than the asking or listed price of a property;
 - B. that the seller/owner will agree to financing terms other than those offered;
 - C. the seller/owner's motivations for selling/leasing; or
 - D. any other information the seller/owner has requested in writing remain confidential, unless disclosure is required by law;

APPLICABLE PARTY: PLEASE ACKNOWLEDGE RECEIPT OF THIS INFORMATION BY INITIALING BELOW

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8. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a buyer/tenant shall not disclose the following to the seller/owner in the transaction:
- A. that the buyer/tenant has previously indicated they will pay a price greater than the price submitted in a written offer;
 - B. the buyer/tenant's motivation for buying/leasing; or
 - C. any other information the buyer has requested in writing remain confidential, unless disclosure is required by law.
9. In the event, the broker is working for the landlord (owner) as a residential property manager, the broker additionally owes to the landlord (owner) all duties owed under the law of agency.
- In addition to the broker duties owed to prospective buyers, sellers, landlords (owners) and tenants as set forth in the above sections, Brokers working as Property Managers for landlords (owners) owe the following duties to TENANTS:**
- 1. Prompt accounting for all money or property received by the broker from the tenant, including issuance of a receipt for cash received;
 - 2. If a residential property manager, written disclosure that the broker is the agent of the owner of the property and not of the tenant; in the commercial property management context, written disclosure of the broker's relationship with the landlord (owner).

PART II – OTHER REQUIRED DISCLOSURES
Broker shall update these and all other required disclosures as needed.

1. **BROKERAGE RELATIONSHIPS WITH OTHER PARTIES:** Does Broker have a written brokerage relationship with any other party(ies) to the transaction?
 YES NO If "YES" explain: Property Management Agreement with the owner of the property.
2. **MATERIAL INTEREST/RELATIONSHIP:** Does Broker have any material interest or relationship of a business, personal, or family nature in the transaction? YES NO If "YES" describe that relationship:
Agent for the owner under a Property Management Agreement
3. **ADVERSE MATERIAL FACTS:** Written disclosure of any adverse material facts actually known by the broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.
 NONE OR explain adverse material facts: _____
4. **PROPERTY MANAGEMENT ONLY.** Check if applicable. TO TENANT: If broker is working as a residential property manager, broker is working as the agent of the owner of the Property and not of the tenant. In the commercial property management context, broker is working with the landlord (owner) in the following capacity:
 AGENT TRANSACTION BROKER OTHER. If "OTHER", explain: _____

APPLICABLE PARTY
PARTY IS A SELLER BUYER LANDLORD (OWNER) TENANT

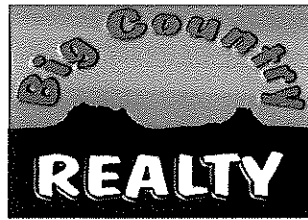
Signature _____ Date _____ Time _____

Signature _____ Date _____ Time _____

BROKER

Broker is is not a REALTOR®

Broker Signature	Broker's NMREC Lic #	
Big Country Realty	575-374-2444	bigcountrynoel@plateautel.net
Brokerage Firm	Office Phone	Email Address



**REALTORS® ASSOCIATION OF NEW MEXICO
RESIDENTIAL RENTAL APPLICATION - 2018**

1. PROPERTY.

Address _____ City _____ State _____ Zip _____

2. APPLICANT INFORMATION.

PLEASE PROVIDE COPY OF DRIVERS LICENSE

Full Name _____

Mailing Address _____ City _____ State _____ Zip _____

Email Address _____

Home Phone _____ Cell Phone _____ Work Phone _____

Date of Birth _____ Social Security Number _____ Driver's License Number/State _____

Vehicle Make/Model _____ Color of Car _____ Year _____

PLEASE PROVIDE COPY OF DRIVERS LICENSE

License Plate Number _____ State _____

3. RENTAL INFORMATION.

Anticipated Move-In Date: _____

Monthly Rent: _____

Security Deposit: _____

4. HOUSEHOLD INFORMATION.

Please list full name of all people who will live with you on this property:

Please list all pets and type:

Pet _____ Type _____

Pet _____ Type _____

Do you or any of the occupants smoke? Yes No

Have you ever been evicted from a rental residence? Yes No

Have you ever been convicted of a crime? Yes No

Have you had two or more late rent payments in the past year? Yes No

If yes to any of the above, please explain: _____

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5. RENTAL HISTORY.

Current Address	City	State	Zip
Dates lived at address		Rental Amount	
Landlord/Manager		Phone Number	
Reason for leaving: _____			
Previous Address	City	State	Zip
Dates lived at address		Rental Amount	
Landlord/Manager		Phone Number	
Reason for leaving: _____			

6. EMERGENCY CONTACT PERSON.

Full Name	Relationship		
Address	City	State	Zip
Phone	Email Address		

7. EMPLOYMENT INFORMATION.

Name of current employer	Name of Supervisor	Position Title	
Address	City	State	Zip
Phone Number	Date Employed		

8. INCOME INFORMATION.

Gross Monthly wages before deductions \$ _____

Gross Monthly amounts of other income: \$ _____

List Sources of other income: _____

Total Monthly Income \$ _____

9. CREDIT AND FINANCIAL INFORMATION.

Name of Bank	Account Type	Account Number
Name of Bank	Account Type	Account Number
Have you declared bankruptcy in the past seven years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, please provide any details and dates: _____		

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10. APPLICATION FEE

I hereby agree that I have paid \$ 25.00 (application fee) for the Broker to process this application which will include, but is not limited to, ordering a credit report, obtaining references, verifying employment and income, and a criminal background check. I understand that this fee is non-refundable if I am not approved to rent this property, nor will it be applied to any rent or security deposit if I am approved to rent this property.

In the event I am approved to rent this property, I agree to sign a Rental Agreement within 10 days of notice of approval.

The information that I have provided herein is true and correct, to the best of my knowledge.

Applicant Signature

Date

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EXHIBIT A

**AUTHORIZATION
Release of Information**

I hereby authorize an investigation of my credit, tenant history, banking, employment, income, and criminal background for the purposes of renting a house, apartment, or condominium from:

Name of Brokerage **Big Country Realty**

Applicant Name (PRINT) **PLEASE PROVIDE COPY OF DRIVERS LICENSE**

Applicant Signature Date