

**Broker
Sales Meeting
Packets**



Add Sizzle and education to your sales meetings!

Forms

Prepared by
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FORMS QUIZ

Q. #1 Iowa Association of REALTOR® forms:

- A. Are available in sample format from IAR fax on demand
- B. Are invalid for use outside of the states borders
- C. Have been approved by a panel of attorneys
- D. Cannot be used by a Non-REALTOR® member
- E. All the above except B

Q # 2. When is an Agency Policy Disclosure and Acknowledgement Not Required by a real estate licensee:

- A. When a Seller is representing themselves and licensee represents buyer
- B. When a Buyer is representing themselves and licensee represents seller
- C. When the brokerage firm is only providing “specific assistance”
- D. Never, a disclosure form must be provided in all transactions

Q # 3. An Agency Policy Disclosure and Acknowledgement Form is:

- A. The brokerages offering of differing agency representation to potential clients/customers
- B. The individual salespersons offering of differing agency representation to potential clients/customers
- C. Required to be provided to all parties in a transaction
- D. Is required to be signed by both buyer and seller in a transaction .
- E. All the above except B.

Q # 4. Dual Agency Potential/Consent Agreement:

- A. Should be completed for a specific property when a single brokerage is assisting both buyer and seller
- B. Is required to be agreed on by both buyer and Seller when selling an “in-house” listing
- C. Is required in any commercial sale
- D. Is illegal due to the inherent conflict of interest

Q # 5. When is a property condition disclosure form NOT required:

- A. When selling a certified “lead free” building
- B. When selling a rental property built prior to 1978
- C. When selling a state owned rental property built prior to 1978
- D. When selling a property for a power of attorney
- E. When an updated disclosure form was provided for the property within the past two years.

Q #6. What purchase agreement form is required to sell a farm:

- A. A Realtors Land Institute (RLI) farm and land form
- B. A modified residential property purchase agreement
- C. A form must be drafted and completed by an attorney
- D. No form is needed- just the price, legal description, date and signatures in writing.

Q # 7. In order to complete forms for your buyer or seller:

- A. You must have a real estate license
- B. You may allow the buyer or seller to complete the forms themselves unassisted
- C. You must receive a written request from the seller or buyer to do so
- D. You will be “practicing law” and need to be a licensed attorney.

Q # 8. A Buyer Agency form:

- A. Is required when selling your own property
- B. When working with a buyer, should be completed to assist ensuring you receive compensation
- C. Is the same thing as a For Sale by Owner Form
- D. There is no such form

Q # 9. Is a signature required on all forms?

- A. Yes, and technically, exactly as it appears on your drivers license
- B. No, but all changes and modifications must be initialed and dated
- C. No, your “marking” is sufficient to bind you to a contract
- D. No, a digital marking is legally recognized
- E. All the above except A.

Q # 10. I am going to represent only a buyer in a transaction, which form would likely be the best to use

- A. Agency Policy Disclosure and Acknowledgement
- B. Exclusive Listing Agreement
- C. Buyer Agency Agreement
- D. Agency Change Form

Q # 11. If I am going to sell an “in-house” listing, which form would likely be best to use

- A. Agency Policy Disclosure and Acknowledgement
- B. Dual Agency Potential/Consent Agreement
- C. Exclusive Listing Agreement
- D. Buyer Agency Agreement

Q #12 Is a fax copy with fax signatures good enough?

- A. Yes.
- B. Yes, but you must have the “wet ink” signatures on the original to be enforceable.
- C. Yes, but you must have the “wet ink” signatures in your file to avoid an auditors citation.
- D. No, you must have the originals to file with the county recorder

Q #13 May I draft an Offer For Real Estate, from scratch, for another person?

- A. Yes, as long as I work with a paralegal
- B. Yes, as long as I do not charge for this service
- C. Yes, as long as I know what I am doing and meet a minimum “legal” standard of care
- D. Yes, as long as I don’t mind getting sued and being charged with the unauthorized practice of law.

Q # 14. Counter-Offers:

- A. Are subject to the deadline of the original offer
- B. Nullify the original offer
- C. Must incorporated all terms and conditions of the original offer except price
- D. Must be placed on new, clean offer forms

Forms Answer Key

Q. #1 Iowa Association of REALTOR® forms:

- A. Are available in sample format from IAR fax on demand
- B. Are invalid for use outside of the states borders
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- D. Cannot be used by a Non-REALTOR® member
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1. Answer E.

All IAR forms were developed by a committee of REALTOR® members, and approved by the associations general counsel. Sample forms are available to view off the IAR fax on demand 1-800-322-8373. As many of the basic terms and conditions of all purchase contracts are similar, the forms would not automatically be invalid if used out of state. Any use of association products or services by a non-REALTOR® members is a violation of the trademark protection afforded to IAR members. If you become aware of non-REALTORS® using IAR forms, please forward the proof to the association and appropriate actions will be taken.

Q # 2. When is an Agency Policy Disclosure and Acknowledgement Not Required to be provided by a real estate licensee:

- A. When a Seller is representing themselves and licensee represents buyer
- B. When a Buyer is representing themselves and licensee represents seller
- C. When the brokerage firm is only providing “specific assistance”
- D. Never, a disclosure form must be provided in all transactions

2 Answer D. Iowa Code Section 543B.57 reads “A licensee shall not represent any party or parties to a transaction or otherwise as a licensee unless that licensee makes a disclosure to all parties to the transaction identifying which party that person represents in the transaction.” ... “A written disclosure is required to be made prior to an offer being made or accepted by any party to a transaction. The written disclosure shall be acknowledged by separate signatures of all parties to the transaction prior to **any offer** being made or accepted by any party to a transaction.”

Q # 3. An Agency Policy Disclosure and Acknowledgement Form is:

- A. The brokerages offering of differing agency representation to potential clients/customers
- B. The individual salespersons offering of differing agency representation to potential clients/customers
- C. Required to be provided to all parties in a transaction
- D. Is required to be signed by both buyer and seller in a transaction .
- E. All the above except B.

#3 Answer E.

The brokerage is responsible to identify all the various agency relationships and representations it offers. They may offer many (i.e. Single Seller, Single Buyer, Dual, Appointed) or only one (i.e. exclusive Buyer Agency). A broker should ensure all salespersons are operating under one of the various forms of agency the brokerage represents it provides. See Iowa Code 543B.57 above.

Q # 4. Dual Agency Potential/Consent Agreement:

- A. Should be completed for a specific property when a single brokerage is assisting both buyer and seller
- B. Is required to be agreed on by both buyer and Seller when selling an “in-house” listing
- C. Is required in any commercial sale
- D. Is illegal due to the inherent conflict of interest

#4 Answer A. By definition a dual agency potential/consent agreement would likely need to be provided for any “in-house” transaction. There may be exceptions such as if the brokerage provides for “appointed agency” representation, or if one side of the party to the transaction is receiving only ministerial acts to facilitate the transaction, and is a customer, not a client. Buyer and Seller are given the right NOT to participate in any dual agency transaction they do not want, and no party can ever be required to agree to dual agency.

Q #5. When is a property condition disclosure form NOT required:

- A. When selling a certified “lead free” building
- B. When selling a rental property built prior to 1978
- C. When selling a state owned rental property built prior to 1978
- D. When selling a property for a power of attorney
- E. When an updated disclosure form was provided for the property within the past two years.

5 Answer C. A transfer to or from the state, a political subdivision of the state, another state, or the United States is provided as one of the exceptions to the requirements of a real estate disclosures mandated in Iowa Code Chapter 558 – Real Estate Disclosures. All other choices would need a disclosure statement be provided.

Q #6. What purchase agreement form is required to sell a farm:

- A. A Realtors Land Institute (RLI) Farm and Land form
- B. A modified residential property purchase agreement
- C. A form must be drafted and completed by an attorney
- D. No form is needed- just the price, legal description, date and signatures in writing.

#6 Answer D. A legally enforceable contract needs only the four “squares” provided for in D. Any writing which evidences the intention of the parties will be valid, no matter what the name of the form. Nearly all forms in use were prepared by or reviewed and given a “stamp of approval” by an attorney. Remember a person may always represent themselves and draft documents for their own use without the services of an attorney.

Q # 7. In order to complete forms for your buyer or seller:

- A. You must have a real estate license
- B. You may allow the buyer or seller to complete the forms themselves unassisted
- C. You must receive a written request from the seller or buyer to do so
- D. You will be “practicing law” and need to be a licensed attorney.

#7 Answer C. According to the recent Iowa Supreme Court rule regarding the unauthorized practice of law, you must receive a written request from the seller or buyer to complete a purchase agreement, Declaration of Value, or groundwater hazard statement. The law allows anyone, not just real estate licensees to complete the forms. Real estate licensees should be careful about selecting which form a buyer or seller should fill out as this may be considered “providing legal advice”

Q #8. A Buyer Agency form:

- A. Is required when selling your own property
- B. When working with a buyer, should be completed to assist ensuring you receive compensation
- C. Is the same thing as a For Sale by Owner Form
- D. There is no such form

#8 Answer B. A Buyer Agency form is the only contractual agreement you may have when working exclusively with a buyer. If the listing company or owner/seller did not offer any compensation to a buyer agent, and you were not in an MLS, the Buyer Agency Form contains provisions to collect a professional service fee for your work. The form should be utilized when working with any buyer to comply with Agency requirements.

Q #9. Is a signature required on all forms?

- A. Yes, and technically, exactly as it appears on your drivers license
- B. No, but all changes and modifications must be initialed and dated
- C. No, your “marking” is sufficient to bind you to a contract
- D. No, a digital marking is legally recognized
- E. All the above except A.

#9 Answer E. All changes from an original agreement must be consented to and the initials and dates on the changes evidence the agreement. A “X” marking the spot as your signature will be enforceable against the writer. Recent federal laws have given recognition to the validity of digital marking or signatures.

Q #10. I am going to represent only a buyer in a transaction, which form would likely be the best to use

- A. Agency Policy Disclosure and Acknowledgement
- B. Exclusive Listing Agreement
- C. Buyer Agency Agreement
- D. Agency Change Form

#10 Answer C. The buyer agency agreement has the best protections for the buyer’s agent. Remember, an Agency Policy and Disclosure Agreement should be provided to a client in every transaction.

Q #11. If I am going to sell an “in-house” listing, which form would likely be best to use

- A. Agency Policy Disclosure and Acknowledgement
- B. Dual Agency Potential/Consent Agreement
- C. Exclusive Listing Agreement
- D. Buyer Agency Agreement

#11 Answer B. The Dual Agency Potential/Consent Agreement would provide the best explanation of the rights and responsibilities for all parties in an “in-house” sale. Remember, an Agency Policy and Disclosure Agreement should be provided to a client in every transaction.

Q #12 Is a fax copy with fax signatures of a form good enough?

- A. Yes.
- B. Yes, but you must have the “wet ink” signatures on the original to be enforceable.
- C. Yes, but you must have the “wet ink” signatures in your file to avoid an auditors citation.
- D. No, you must have the originals to file with the county recorder

#12 Answer A. A fax copy will evidence that the parties had agreed to the terms and conditions of the contract. It is not the “Best Evidence” if a dispute ever developed on whether someone entered into the transaction, and this is the reason you should make a good faith effort to obtain and keep the “wet ink” copies in your files. The burden of proof will be upon a person to disclaim a fax signature is not really their signature, and the standard for disproving is fairly high. A specific case dealing with real estate has not been litigated to a higher court in Iowa, but cases in other professions and disciplines have accepted fax copies as binding legal agreements.

Q #13 May I draft an Offer For Real Estate, from scratch, for another person?

- A. Yes, as long as I work with a paralegal
- B. Yes, as long as I do not charge for this service
- C. Yes, as long as I know what I am doing and meet a minimum “legal” standard of care
- D. Yes, as long as I don’t mind getting sued and being charged with the unauthorized practice of law.

#13 Answer D. Drafting from “scratch” would almost certainly be perceived by a judge as affecting the legal rights of others, and would necessitate an attorney prepare the documents or at least supervise and approve the final form. Even if you do not charge a fee, meet the minimum legal standards, and work with a quasi-attorney, an attorney would be the only person the Iowa Supreme Court would allow to draft the document.

Q # 14. Counter-Offers:

- A. Are subject to the deadline of the original offer
- B. Nullify the original offer
- C. Must incorporated all terms and conditions of the original offer except price
- D. Must be placed on new, clean offer forms

#14 Answer B. A Counter-Offer technically nullifies everything contained in an original offer. A counter-offer should be presented with language stating all terms and conditions of the original offer remain the same, except for the following material alterations/modifications, then a list or highlight of the changes. Counter-offers become the “original” offer.