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REALTORS® ASSOCIATION OF NEW MEXICO
BASIC LICENSEE DUTIES

- (1) Honesty and reasonable care; as set forth in the provisions of this section;
- (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 Regulations, and other applicable local, state, and federal laws and regulations;
- (3) Performance of any and all oral or written agreements made with the Licensee's Customer or Client;
- (4) Assistance to the Licensee's Customer or Client in completing the Transaction, unless otherwise agreed to in writing by the Customer or Client, including:
 - A. Presentation of all offers or counter-offers in a timely manner;
 - B. Assistance in complying with the terms and conditions of the contract and with the closing of the Transaction.

If the Licensee in a Transaction is not providing the service, advice or assistance described in paragraphs 4 A and B, the Customer or Client must agree in writing that the Licensee is not expected to provide such service, advice or assistance, and the Licensee shall disclose such agreement in writing to the other Licensees involved in the Transaction;

- (5) Acknowledgment by the Licensee that there may be matters related to the Transaction that are outside the Licensee's knowledge or expertise and that the Licensee will suggest that the Customer or Client seek expert advice on these matters;
- (6) Prompt accounting for all monies or property received by the Licensee;
- (7) Prior to the time the Licensee generates or presents any written document that has the potential to become an Express Written Agreement, written disclosure of (a) any written Brokerage Relationship the Licensee has with any other Parties to the Transaction and/or (b) any material interest or relationship of a business, personal, or family nature that the Licensee has in the Transaction;
- (8) Disclosure of any adverse material facts actually known by the Licensee 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 data from a sex offender registry or the existence or group homes;
- (9) Maintenance of any confidential information learned in the course of any prior Agency relationship unless the disclosure is with the former Client's consent or is required by law;
- (10) Unless otherwise authorized in writing, a Licensee shall not disclose to their Customer or Client during the transaction that their seller client or customer has previously indicated they will accept a sales price less than the asking or listed price of a property; that their buyer client or customer has previously indicated they will pay a sales price greater than the price submitted in a written offer; the motivation of any party for selling or buying property; that their seller client or customer or their buyer client or customer will agree to financing terms other than those offered; or any other information requested in writing by the Licensee's Customer or Client to remain confidential, unless disclosure is required by law.

Signature

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