

SENATE FILE

SF0042

AN ACT relating to real estate brokerage relationships; defining the scope of specified relationships between brokers and other parties to sales, leases or management of real property; requiring written notice, written disclosure and written agreements when entering into brokerage relationships; providing limitations on brokerage agreements; providing definitions; and providing for an effective date.

SENATE FILE 0042A

Introduced by:

April Brimmer Kunz

SENATE ACTION ON SENATE FILE

1114 ☒ Introduced
Aye ___ No ___ Ex ___ Ab ___
☒ Read First Time and Ref. to
Committee No. 1
☐ Failed Introduction
Aye ___ No ___ Ex ___ Ab ___
1128 Returned from Committee No. 1
with Recommendation:
☐ Do Pass; ☒ Amend & Do
Pass; ☐ Do Not Pass;
☐ W/O Recomm; ☐ Re-Refer to
Committee No. ___
1 Re-referred to Committee No. ___
1 Returned from Committee No. ___
with Recommendation:
☐ Do Pass; ☐ Amend & Do
Pass; ☐ Do Not Pass;
☐ W/O Recomm; ☐ Re-Refer to
Committee No. ___
1129 Considered in Comm. of Whole
☒ Amended
☒ Recommended Do Pass
☐ Failed Comm. of Whole
☐ Indefinitely Postponed
☐ Other: ___
1130 Read Second Time
☒ Amended
☒ Do Pass
☐ Do Not Pass
☐ Accelerated to 3rd Rdg.
1131 Read Third Time
☒ Amended
☒ Passed ☐ Failed
Aye 24 No 5 Ex 1 Ab 0
☐ Held for Reconsideration
☐ Motion to Reconsider
☐ Passed ☐ Failed
Aye ___ No ___ Ex ___ Ab ___
☐ Third Reading Vote
(On Reconsideration)
☐ Passed ☐ Failed
Aye ___ No ___ Ex ___ Ab ___
1131 Sent to House (No Amendments)
Sent to LSO for Engrossing
1131 ENGROSSED
213 Sent to House

HOUSE ACTION ON SENATE FILE

24 Received. Read First Time.
Referred to Committee No. 1
1 Returned from Committee No. ___
with Recommendation:
☐ Do Pass; ☐ Amend & Do
Pass; ☐ Do Not Pass;
☐ W/O Recomm; ☐ Re-Refer to
Committee No. ___
215 Re-referred to Committee No. 1
217 Returned from Committee No. 1
with Recommendation:
☐ Do Pass; ☒ Amend & Do
Pass; ☐ Do Not Pass;
☐ W/O Recomm; ☐ Re-Refer to
Committee No. ___
2120 Considered in Comm. of Whole
☒ Amended
☒ Recommended Do Pass
☐ Failed Comm. of Whole
☐ Indefinitely Postponed
☐ Other: ___
2121 Read Second Time
☐ Amended
☒ Do Pass
☐ Do Not Pass
☐ Accelerated to 3rd Rdg.
2124 Read Third Time
☒ Amended
☒ Passed ☐ Failed
Aye 45 No 14 Ex 1 Ab 0
☐ Held for Reconsideration
☐ Motion to Reconsider
☐ Passed ☐ Failed
Aye ___ No ___ Ex ___ Ab ___
☐ Third Reading Vote
(On Reconsideration)
☐ Passed ☐ Failed
Aye ___ No ___ Ex ___ Ab ___
2124 Sent to Senate
2124 Sent for Enrolling
SEA No. 55
2125 Signed by President
2125 Signed by Speaker
2125 Approved by Governor
Chapter No. 129

NOTES: ADDITIONAL SENATE/HOUSE ACTION

[illegible]

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This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

[illegible]

AMENDMENT LIST

DATE 2-18-97 BILL NO. SF42A Circle One: (COW) 2nd 3rd

SF42H5001/A

AHW001/A

AHW002/A

AMENDMENT LIST

DATE 2/24/97 BILL NO. SF42 Circle One: COW 2nd 3rd

SF42 H3001/A

H3002/W

H3003/AC

H3004/A

H3005/A

H3006/A

H3007/F

AMENDMENT LIST

DATE 1-29-97 BILL NO. SF 42 Circle One: COW 2nd 3rd

SF0042 SS001/A Phillips

AMENDMENT LIST

DATE 1-30-97 BILL NO. SF 42 Circle One: COW 2nd 3rd

SFDD42S2001/A Knn2

AMENDMENT LIST

DATE 1-31-97 BILL NO. SF 42 Circle One: COW 2nd 3rd

SF 0042 S3001/A Phillips

S3002/A Knz

54TH WYOMING STATE LEGISLATURE
GENERAL SESSION 1997

SENATE

SEQUENCE : 104

JANUARY 31 1997

BILL : SF0042
AMENDMENT:

10:19 AM

MOVED BY :
TITLE1 :
TITLE2 :
ACTION : THIRD READING

SECONDED BY:

BARTON.....	A
CAMERON.....	A
CATHCART.....	A
COE.....	N
DEVIN.....	N
ERB.....	A
GEIS.....	A
GILBERTZ.....	A
GOODENOUGH.....	A
HARRIS.....	A
HAWKS.....	A
JOB.....	A
KINNISON.....	A
KUNZ.....	A
LARSON.....	A
LAWLER.....	A
MEIER.....	A
MILLER.....	A
MOCKLER.....	A
PECK.....	A
PHILLIPS.....	A
PICARD.....	N
ROBERTS.....	N
SARCLETTI.....	A
SCHIFFER.....	A
SCOTT.....	A
TWIFORD.....	A
VINICH.....	E
ZIMMERMAN.....	A
GRIEVE/MR.PRES.	N

VOTE REQ: MAJORITY OF MEMBERSHIP REQUIRED

AYES : 24
NOES : 5
EXCUSED : 1
ABSENT : 0
CONFLICT: 0

A=AYE N=NO E=EXCUSED
X=ABSENT C=CONFLICT

54TH WYOMING STATE LEGISLATURE
GENERAL SESSION 1997

SENATE

SEQUENCE : 372

FEBRUARY 24 1997

BILL : SF0042A
AMENDMENT:

4:46 PM

MOVED BY : SEN. KUNZ
TITLE1 :
TITLE2 :
ACTION : CONCURRENCE

SECONDED BY:

BARTON.....	N	
CAMERON.....	A	
CATHCART.....	A	
COE.....	N	
DEVIN.....		E
ERB.....	A	
GEIS.....	A	
GILBERTZ.....	A	
GOODENOUGH.....	N	
HARRIS.....	A	
HAWKS.....	A	
JOB.....		E
KINNISON.....	A	
KUNZ.....	A	
LARSON.....	A	
LAWLER.....	A	
MEIER.....	N	
MILLER.....	A	
MOCKLER.....	A	
PECK.....	A	
PHILLIPS.....		E
PICARD.....	N	
ROBERTS.....	A	
SARCLETTI.....	A	
SCHIFFER.....	A	
SCOTT.....	N	
TWIFORD.....	A	
VINICH.....	N	
ZIMMERMAN.....		E
GRIEVE/MR. PRES.	N	

VOTE REQ: MAJORITY OF MEMBERSHIP REQUIRED

AYES : 18
NOES : 8
EXCUSED : 4
ABSENT : 0
CONFLICT: 0

A=AYE N=NO E=EXCUSED
X=ABSENT C=CONFLICT

FIFTY-FOURTH WYOMING STATE LEGISLATURE
HOUSE OF REPRESENTATIVES
GENERAL SESSION
1997

SEQUENCE : 4391

FEBRUARY 24 1997

BILL : SF0042A
AMENDMENT:

11:39 AM

MOVED BY :
TITLE1 :
TITLE2 :
ACTION : THIRD READING REGULAR

SECONDED BY:

ANDERSON, J....	A	MCMURTREY.....	A
ANDERSON, R....	N	MEULI.....	A
BADGETT.....	A	MORROW.....	A
BAKER.....	A	NAGEL.....	A
BARKER.....	N	NICHOLAS.....	A
BEBOUT.....	A	OSBORN.....	A
BENSEL.....	A	PARADY.....	A
BERRY.....	A	PASENEAUX.....	A
BETTS.....	A	PERKINS.....	A
BOSWELL.....	A	PHILP.....	N
BURNS.....	A	RARDIN.....	N
CASE.....	N	REESE.....	E
CHILDERS.....	A	ROBINSON.....	N
DECARIA.....	A	ROSE.....	A
DEEGAN.....	A	ROSS.....	A
DIERCKS.....	N	RYCKMAN.....	A
ESQUIBEL.....	N	SESSIONS.....	A
EYRE.....	A	SHREVE.....	A
GARCIA.....	A	SIMONS.....	N
HAGEMAN.....	A	SMITH.....	A
HANES.....	A	STAFFORD.....	A
HARRISON.....	A	STEINBRECH.....	A
HESSENTHALER...	N	TANNER.....	A
HINES.....	A	TEMPEST.....	A
HUCKFELDT.....	N	TIPTON.....	A
JOHNSON.....	A	TOMASSI.....	N
LAW.....	A	WASSERBURGER...	A
LUTHI.....	A	WILLFORD.....	A
MASSIE.....	N	ZANETTI.....	A
MCGRAW.....	A	HINCHEY, MR SPK	N

VOTE REQ: MAJORITY OF MEMBERSHIP REQUIRED

AYES : 45
NOES : 14
EXCUSED : 1
ABSENT : 0
CONFLICT: 0

A=AYE N=NO E=EXCUSED
X=ABSENT C=CONFLICT

HOUSE OF REPRESENTATIVES
WYOMING STATE LEGISLATURE

Message No.437

CONCURRENCE REQUESTED

Mr.President:

February 24, 1997

S.F. No. 0042A Real estate brokerage disclosure and
relationships-2.

The Senate File listed above passed on third reading in
an amended form as follows by the vote indicated.

SF0042HS001/A

[TO ENGROSSED COPY]

SF0042A be substituted for SF0042ENG and that SF0042A DO PASS. TIPTON, CHAIRMAN

SF0042AH3001/A
SF0042AH3001

[TO ENGROSSED COPY]

Page 5-after line 13

Insert:

"(g) Every contract, duty or relationship within this article, including intermediary relationships,
imposes an obligation of good faith and fair dealing in its performance or enforcement." ROSS,
WASSERBURGER

SF0042AH3003/AC CORRECTED
SF0042AH3003 (CORRECTED COPY)

Page 2-After line 12

Insert:

"(iii) "Buyer's agent" means a broker who is authorized to represent and act for the
buyer in a real estate transaction;".

Page 2-line 14

Delete "(iii)" insert "(iv)".

Page 2-line 20

Delete "(iv)" insert "(v)".

Page 2-line 24

Delete "(v)" insert "(vi)".

Page 3-lines 4 through 11

Delete.

Page 3-line 13

Delete "(B)" insert "(vii)"; delete ","; delete "which".

Page 3-line 17

Delete "(vii)" insert "(viii)".

Page 4-line 6	Delete "a single" insert "an".
Page 5-line 15	Delete "Single" insert "Seller's".
Page 9-line 15	Delete "Single".
Page 17-line 21	Delete "a single" insert "an".
Page 19-line 23	Delete "a single" insert "an". NICHOLAS
SF0042AH3004/A SF0042AH3004	
Page 9-line 8	Delete "by which other brokers".
Page 9-line 9	Delete the line through "subagents" insert "to other brokers to cooperate in selling the property". NICHOLAS
SF0042AH3005/A SF0042AH3005	
Page 13-line 13	After "following" insert "duties and"; delete "and responsibilities". NICHOLAS
SF0042AH3006/A SF0042AH3006	
Page 14-line 14	Delete "representing" insert "assisting".
Page 19-line 6	Delete ";". NICHOLAS
SF0042AHW001/A SF0042AHW001	
Page 7-line 14	After "ordinances" insert "." and delete balance of the line.
Page 7-line 15	Delete.
Page 11-line 13	After "ordinances" insert "." and delete balance of the line.
Page 11-line 14	Delete.
Page 12-line 10	Delete "substantial" insert "material".
Page 13-line 9	After "(b)" insert "(ii)".
Page 16-line 5	After "ordinances" insert "." and delete balance of the line.
Page 16-line 6	Delete.
Page 19-line 2	After ";" insert "and".

Page 19-line 6 Delete "and" insert ".".

Page 19-lines 8 through 11 Delete.

Page 19-line 19 After "." delete balance of the line.

Page 19-lines 20 and 21 Delete.

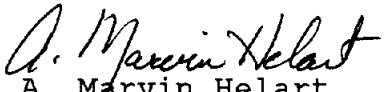
Page 23-line 1 Delete "35-28-306" insert "33-28-306". NICHOLAS

SF0042AHW002/A
SF0042AHW002

Page 1-line 12 Delete "33-28-308" insert "33-28-309". TIPTON

Ayes 45 Noes 14 Excused 1 Absent 0

Sincerely,


A. Marvin Helart
House Chief Clerk

Bill Jacket Attached

THE LEGISLATURE OF THE STATE OF WYOMING

House of Representatives

Cheyenne, February 17, 1997

Mr. Speaker:

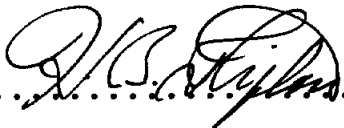
Your

Committee No. 1 on JUDICIARY to whom was referred

SF0042ENG respectfully reports same back to the House with the recommendation that it

DO PASS with the following amendment(s): (SEE SCHEDULE A)

<u>MEMBER</u>	<u>VOTE</u>
TIPTON	AYE
DEEGAN	AYE
NAGEL	AYE
ROSE	AYE
WASSERBURGER	AYE
BARKER	NO
LUTHI	NO
NICHOLAS	NO
ROBINSON	NO

..........
Chairman

BILL JACKET

PROPSF0042hc0101

SCHEDULE A

[TO ENGROSSED COPY]

SF0042A be substituted for SF0042ENG and that SF0042A DO PASS.
TIPTON, CHAIRMAN

SF0042HS001



[TO ENGROSSED COPY]

1
2
3
4

SF0042A be substituted for SF0042ENG and that SF0042A DO PASS.
TIPTON, CHAIRMAN

1 Page 7-line 14 ✓✓ After "ordinances" insert "." and delete
2 balance of the line.
3
4 Page 7-line 15 ✓✓ Delete.
5
6 Page 11-line 13 ✓✓ After "ordinances" insert "." and delete
7 balance of the line.
8
9 Page 11-line 14 ✓✓ Delete.
10
11 Page 12-line 10 ✓✓ Delete "substantial" insert "material".
12
13 Page 13-line 9 ✓✓ After "(b)" insert "(ii)".
14
15 Page 16-line 5 ✓✓ After "ordinances" insert "." and delete
16 balance of the line.
17
18 Page 16-line 6 ✓✓ Delete.
19
20 ✓ Page 19-line 2 ✓✓ After ";" insert "and".
21
22 Page 19-line 6 ✓✓ Delete "and" insert ".".
23
24 Page 19-lines 8 through 11 ✓✓ Delete. ✓
25
26 Page 19-line 19 ✓ After "." delete balance of the line. ✓
27
28 Page 19-lines 20 and 21 Delete. ✓✓
29
30 Page 23-line 1 Delete "35-28-306" ✓insert "33-28-306". ✓
31 NICHOLAS

SF0042AHW002

A

1
2

Page 1-line 12

✓✓

Delete
TIPTON

"33-28-308"

insert

"33-28-309".

/A

[TO ENGROSSED COPY]

Page 5-after line 13 ✓ Insert: ✓

"(g) Every contract, duty or relationship within this article, including intermediary relationships, imposes an obligation of good faith and fair dealing in its performance or enforcement.". ROSS, WASSERBURGER

SF0042AH3002/w

1 Page 1-line 10 Delete. ROBINSON

1 Page 2-After line 12 ✓ Insert:

2
3 "(iii) "Buyer's agent" means a broker who is
4 authorized to represent and act for the buyer in a real estate
5 transaction;".

6
7 Page 2-line 14 ✓ Delete "(iii)" insert "(iv)". ✓

8
9 Page 2-line 20 ✓ Delete "(iv)" insert "(v)". ✓

10
11 Page 2-line 24 ✓ Delete "(v)" insert "(vi)". ✓

12
13 Page 3-lines 4 through 11 Delete. ✓ ✓

14
15 Page 3-line 13 ✓ Delete "(B)" insert "(vii)"; delete ","; ✓
16 delete "which".

17
18 Page 3-line 17 ✓ Delete "(vii)" insert "(viii)". ✓

19
20 Page 4-line 6 ✓ Delete "a single" insert "an". ✓

21
22 Page 5-line 15 ✓ Delete "Single" insert "Seller's". ✓

23
24 Page 9-line 15 ✓ Delete "Single". ✓

25
26 Page 17-line 21 ✓ Delete "a single" insert "an". ✓

27
28 Page 19-line 23 ✓ Delete "a single" insert "an". NICHOLAS ✓

SF0042AH3004

/A

- 1 Page 9-line 8 ✓ Delete "by which other brokers". ✓
- 2
- 3 Page 9-line 9 ✓ Delete the line through "subagents" insert
- 4 "to other brokers to cooperate in selling the
- 5 property". NICHOLAS

SF0042AH3005

A

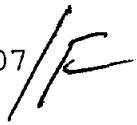
1 Page 13-line 13 ✓ After "following" insert "duties and"; delete
2 "and responsibilities". NICHOLAS ✓

SF0042AH3006

A

- 1 Page 14-line 14 ✓ Delete "representing" insert "assisting". ✓
- 2
- 3 Page 19-line 6 ✓ Delete ";". NICHOLAS ✓
- 4

SF0042AH3007



1 Page 18-After line 2 Insert:

2

3 "(h) An intermediary shall not list properties for sale or
4 enter into contracts to list properties for sale.". RARDIN,
5 HESSENTHALER

INTRODUCED

SENATE FILE NO. SF0042

Real estate brokerage disclosure and relationships-2.

Sponsored by: Joint Judiciary Interim Committee

A BILL

for

1 AN ACT relating to real estate brokerage relationships;
2 defining the scope of specified relationships between
3 brokers and other parties to sales, leases or management of
4 real property; requiring written notice, written disclosure
5 and written agreements when entering into brokerage
6 relationships; providing limitations on brokerage
7 agreements; providing definitions; and providing for an
8 effective date.

9

10 *Be It Enacted by the Legislature of the State of Wyoming:*

11

12 **Section 1.** W.S. 33-28-301 through 33-28-307 are
13 created to read:

14

ARTICLE 3

15

BROKERAGE RELATIONSHIPS

16

17 **33-28-301. Definitions.**

18

1 (a) As used in this article:

2

3 (i) "Broker" means as defined in W.S.
4 33-28-102(a)(iii), except as otherwise specified in this
5 article. For purposes of this article, "broker" may include
6 an "associate broker" as defined in W.S. 33-28-102(a)(i) or
7 a "salesman" as defined in W.S. 33-28-102(a)(xvi);

8

9 (ii) "Buyer" means a person attempting to
10 purchase or exchange real property and includes tenants as
11 that term is commonly used in the rental, leasing or
12 management of real property;

13

14 (iii) "Intermediary" means a broker who assists
15 one (1) or more parties throughout a contemplated real
16 estate transaction with communication, interposition,
17 advisement, negotiation, contract terms and the closing of
18 the real estate transaction without being an agent or
19 advocate for any party to the transaction;

20

21 (iv) "Real estate transaction" means any of the
22 activities identified in W.S. 33-28-102(a)(iii), including
23 the sale, lease and management of real property;

24

1 (v) "Seller" means a person who is attempting to
2 sell or exchange real property and includes landlords as
3 that term is commonly used in the rental, leasing or
4 management of real property;

5

6 (vi) "Single agent" means a broker who is
7 authorized to represent and act for only one (1) party in a
8 real estate transaction. A single agent includes the
9 following:

10

11 (A) "Buyer's agent," which means a broker
12 who is authorized to represent and act for the buyer in a
13 real estate transaction; and

14

15 (B) "Seller's agent," which means a broker
16 who is authorized to represent and act for the seller in a
17 real estate transaction.

18

19 (vii) "Subagent" means a broker authorized to
20 represent and act for another broker in performing brokerage
21 tasks for a principal. The subagent owes the same
22 obligations and responsibilities to the principal as does
23 the principal's broker.

24

1 **33-28-302. Relationships between brokers and the**
2 **public.**

3

4 (a) A broker shall not be required to offer or engage
5 in any one (1) or in all of the brokerage relationships
6 enumerated in this article.

7

8 (b) When engaged in any of the activities enumerated
9 in W.S. 33-28-102(a)(iii), a broker may act as a single
10 agent only pursuant to a written agreement with the seller
11 or buyer which contains the duties and responsibilities set
12 forth in W.S. 33-28-303 or 33-28-304.

13

14 (c) When engaged in any of the activities enumerated
15 in W.S. 33-28-102(a)(iii), a broker may act as a subagent
16 with the duties and responsibilities set forth in W.S.
17 33-28-303(g), only pursuant to a written agreement between
18 the seller and the seller's agent extending an offer of
19 subagency to other brokers.

20

21 (d) When engaged in any of the activities enumerated
22 in W.S. 33-28-102(a)(iii), a broker may act as an
23 intermediary:

24

1 (i) With both the seller and buyer if both have
2 signed written agreements which authorize the intermediary
3 relationship and which contain the responsibilities set
4 forth in W.S. 33-28-305; or

5
6 (ii) With a buyer if the buyer does not choose to
7 engage a buyer's agent, if the seller does not offer
8 subagency, and if the buyer and broker have signed a written
9 agreement which authorizes the intermediary relationship and
10 which contains the responsibilities set forth in W.S.
11 33-28-305.

12
13 (e) A broker may work with a single party in separate
14 transactions pursuant to different relationships, including
15 selling one (1) property as a seller's agent and working
16 with that seller in buying another property as an
17 intermediary, buyer's agent or subagent, if the broker
18 complies with this article in establishing the relationships
19 for each transaction.

20
21 (f) If any broker undertakes obligations or
22 responsibilities in addition to or different from those set
23 forth in this article, the obligations or responsibilities
24 shall be part of a written agreement signed by the broker
25 and each involved party.

1

2 (g) A broker, associate broker or salesman, licensed
3 pursuant to article 1 of this chapter, may complete standard
4 forms and may advise the parties as to the effects thereof,
5 if the broker, associate broker or salesman is performing
6 the activities enumerated or referred to in W.S.
7 33-28-102(a)(iii) in the transaction in which the forms are
8 to be used.

9

10 **33-28-303. Single agent engaged by seller.**

11

12 (a) A broker engaged by a seller to act as a seller's
13 agent has the following duties and obligations:

14

15 (i) To perform the terms of the written agreement
16 made with the seller;

17

18 (ii) To exercise reasonable skill and care for
19 the seller;

20

21 (iii) To promote the interests of the seller with
22 the utmost good faith, loyalty and fidelity, including:

23

24 (A) Seeking a price and terms which are
25 acceptable to the seller, except that the broker shall not

1 be obligated to seek additional offers to purchase the
2 property while the property is subject to a contract for
3 sale;

4

5 (B) Presenting all offers to and from the
6 seller in a timely manner regardless of whether the property
7 is subject to a contract for sale;

8

9 (C) Disclosing to the seller adverse
10 material facts actually known by the broker;

11

12 (D) Counseling the seller as to any material
13 benefits or risks of a transaction which are actually known
14 by the broker;

15

16 (E) Advising the seller to obtain expert
17 advice as to material matters about which the broker knows
18 but the specifics of which are beyond the expertise of the
19 broker;

20

21 (F) Accounting in a timely manner for all
22 money and property received; and

23

24 (G) Disclosing to the seller that the seller
25 may be vicariously liable for the acts of the seller's agent

1 or any subagent when the broker is acting within the scope
2 of the agency relationship.

3

4 (iv) To comply with all requirements of this
5 article; and

6

7 (v) To comply with any applicable federal, state
8 or local laws, rules, regulations or ordinances including
9 fair housing and civil rights statutes or regulations.

10

11 (b) The following information shall not be disclosed
12 by a broker acting as a seller's agent without the informed
13 consent of the seller:

14

15 (i) That a seller is willing to accept less than
16 the asking price for the property;

17

18 (ii) What the motivating factors are for the
19 party selling the property;

20

21 (iii) That the seller will agree to financing
22 terms other than those offered;

23

1 (iv) Any material information about the seller
2 unless disclosure is required by law or failure to disclose
3 the information would constitute fraud or dishonest dealing.
4

5 (c) A broker acting as a seller's agent owes no duty
6 or obligation to the buyer, except that a broker shall
7 disclose to any prospective buyer all adverse material facts
8 actually known by the broker. The adverse material facts
9 may include adverse material facts pertaining to the title
10 and the physical condition of the property, any material
11 defects in the property and any environmental hazards
12 affecting the property which are required by law to be
13 disclosed.
14

15 (d) A seller's agent owes no duty to conduct an
16 independent inspection of the property for the benefit of
17 the buyer and owes no duty to independently verify the
18 accuracy or completeness of any statement made by the seller
19 or any independent inspector.
20

21 (e) A seller's agent may show alternative properties
22 not owned by the seller to prospective buyers and may list
23 competing properties for sale and not be deemed to have
24 breached any duty or obligation to the seller.
25

1 (f) A seller may agree in writing with a seller's
2 agent to extend an offer of subagency by which other brokers
3 may be retained and compensated as subagents.

4

5 (g) Any broker acting as a subagent on the seller's
6 behalf shall have the obligations and responsibilities set
7 forth in subsections (a) through (e) of this section.

8

9 **33-28-304. Single agent engaged by buyer.**

10

11 (a) A broker engaged by a buyer to act as a buyer's
12 agent shall have the following duties and obligations:

13

14 (i) To perform the terms of the written agreement
15 made with the buyer;

16

17 (ii) To exercise reasonable skill and care for
18 the buyer;

19

20 (iii) To promote the interests of the buyer with
21 the utmost good faith, loyalty and fidelity, including:

22

23 (A) Seeking a price and terms which are
24 acceptable to the buyer, except that the broker shall not be

1 obligated to seek other properties while the buyer is a
2 party to a contract to purchase property;

3

4 (B) Presenting all offers to and from the
5 buyer in a timely manner regardless of whether the buyer is
6 already a party to a contract to purchase property;

7

8 (C) Disclosing to the buyer adverse material
9 facts actually known by the broker;

10

11 (D) Counseling the buyer as to any material
12 benefits or risks of a transaction which are actually known
13 by the broker;

14

15 (E) Advising the buyer to obtain expert
16 advice as to material matters about which the broker knows
17 but the specifics of which are beyond the expertise of the
18 broker;

19

20 (F) Accounting in a timely manner for all
21 money and property received; and

22

23 (G) Disclosing to the buyer that the buyer
24 may be vicariously liable for the acts of the buyer's agent

1 when the agent is acting within the scope of the agency
2 relationship.

3

4 (iv) To comply with all requirements of this
5 article; and

6

7 (v) To comply with any applicable federal, state
8 or local laws, rules, regulations or ordinances including
9 fair housing and civil rights statutes or regulations.

10

11 (b) The following information shall not be disclosed
12 by a broker acting as a buyer's agent without the informed
13 consent of the buyer:

14

15 (i) That a buyer is willing to pay more than the
16 purchase price for the property;

17

18 (ii) What the motivating factors are for the
19 party buying the property;

20

21 (iii) That the buyer will agree to financing
22 terms other than those offered;

23

1 (iv) Any material information about the buyer
2 unless disclosure is required by law or failure to disclose
3 the information would constitute fraud or dishonest dealing.
4

5 (c) A broker acting as a buyer's agent owes no duty or
6 obligation to the seller, except that a broker acting as a
7 buyer's agent shall not make any substantial
8 misrepresentation or fraudulent misrepresentation regarding
9 an adverse material fact actually known by the broker.
10

11 (d) A buyer's agent owes no duty to conduct an
12 independent investigation of the buyer's financial condition
13 and owes no duty to independently verify the accuracy or
14 completeness of statements made by the buyer or any
15 independent inspector.
16

17 (e) A buyer's agent may show properties in which the
18 buyer is interested to other prospective buyers without
19 breaching any duty or obligation to the buyer. Nothing in
20 this section shall be construed to prohibit a buyer's agent
21 from showing competing buyers the same property and from
22 assisting competing buyers in attempting to purchase or
23 lease a particular property.
24

25 **33-28-305. Intermediary.**

1

2 (a) A broker engaged as an intermediary is not an
3 advocate or agent for either party.

4

5 (b) A broker engaged as an intermediary shall have the
6 following obligations and responsibilities:

7

8 (i) To perform the terms of any written agreement
9 made with any party to the transaction;

10

11 (ii) To exercise reasonable skill and care as an
12 intermediary, including:

13

14 (A) Presenting all offers and counteroffers
15 in a timely manner regardless of whether the property is
16 subject to a contract for sale;

17

18 (B) Advising the parties regarding the
19 transaction and suggesting that the parties obtain expert
20 advice as to material matters about which the intermediary
21 knows but the specifics of which are beyond the expertise of
22 the broker;

23

24 (C) Accounting in a timely manner for all
25 money and property received;

1

2 (D) Keeping the parties fully informed
3 regarding the transaction;

4

5 (E) Assisting the parties in complying with
6 the terms and conditions of any contract including closing
7 the transaction;

8

9 (F) Disclosing to all prospective buyers any
10 adverse material facts actually known by the broker,
11 including adverse material facts pertaining to the title,
12 the physical condition of the property, any defects in the
13 property and any environmental hazards affecting the
14 property required by law to be disclosed;

15

16 (G) Disclosing to any prospective seller all
17 adverse material facts actually known by the broker,
18 including adverse material facts pertaining to the buyer's
19 financial ability to perform the terms of the transaction
20 and the buyer's intent to occupy the property as a principal
21 residence; and

22

23 (H) Disclosing to the parties that as seller
24 and buyer they shall not be vicariously liable for any acts
25 of the intermediary.

1

2 (iii) To comply with all requirements of this
3 article; and

4

5 (iv) To comply with any applicable federal, state
6 or local laws, rules, regulations or ordinances including
7 fair housing and civil rights statutes or regulations.

8

9 (c) The following information shall not be disclosed
10 by an intermediary without the informed consent of all
11 parties:

12

13 (i) That a buyer is willing to pay more than the
14 purchase price offered for the property;

15

16 (ii) That a seller is willing to accept less than
17 the asking price for the property;

18

19 (iii) What the motivating factors are for any
20 party buying or selling the property; or

21

22 (iv) That a seller or buyer will agree to
23 financing terms other than those offered.

24

1 (d) An intermediary has no duty to conduct an
2 independent inspection of the property for the benefit of
3 the buyer and has no duty to independently verify the
4 accuracy or completeness of statements made by the seller,
5 or independent inspectors.

6

7 (e) An intermediary has no duty to conduct an
8 independent investigation of the buyer's financial condition
9 or to verify the accuracy or completeness of any statement
10 made by the buyer.

11

12 (f) An intermediary may do the following without
13 breaching any obligation or responsibility:

14

15 (i) Show alternative properties not owned by the
16 seller to a prospective buyer;

17

18 (ii) List competing properties for sale or lease;

19

20 (iii) Show properties in which the buyer is
21 interested to other prospective buyers; and

22

23 (iv) Serve as a single agent, subagent or
24 intermediary for the same or for different parties in other
25 real estate transactions.

1

2 (g) An intermediary may cooperate with other brokers
3 but shall not engage any subagents.

4

5 **33-28-306. Broker disclosures.**

6

7 (a) Prior to engaging in any of the activities
8 enumerated in W.S. 33-28-102(a)(iii) with a buyer or seller,
9 a broker shall make a written disclosure of applicable
10 brokerage relationships which must contain at a minimum the
11 following:

12

13 (i) That a seller's agent represents and acts on
14 behalf of the seller, not the buyer, but the seller may be
15 vicariously liable for the acts of the broker which occur
16 during the scope of the agency;

17

18 (ii) That a subagent represents and acts on
19 behalf of the seller, not the buyer, but the seller may be
20 vicariously liable for the acts of the subagent which occur
21 during the course of the subagency;

22

23 (iii) That a buyer's agent represents and acts on
24 behalf of the buyer, not the seller, but the buyer may be

1 vicariously liable for the acts of the buyer's agent which
2 occur during the course of the agency; and
3

4 (iv) That an intermediary is not an agent or
5 advocate for any party and has only the obligations set
6 forth in W.S. 33-28-305, but neither the seller nor buyer
7 are vicariously liable for the acts of the intermediary.
8

9 (b) The written disclosure shall contain a signature
10 line for the buyer or seller to acknowledge receipt of the
11 disclosure. The disclosure and acknowledgment, by itself,
12 shall not constitute a contract or agreement with the
13 broker. If the buyer or seller chooses not to sign the
14 acknowledgment, the broker shall note that fact on a copy of
15 the disclosure and shall retain the copy.
16

17 (c) A broker who has established a single agency
18 relationship, a subagency relationship or an intermediary
19 relationship with a seller or buyer shall provide notice of
20 that relationship to any other party to the transaction at
21 the earliest reasonable opportunity.
22

23 (d) Disclosures made in accordance with this article
24 shall be sufficient to disclose brokerage relationships to
25 the parties to the transaction and to the public.

1

2 **33-28-307. Compensation.**

3

4 (a) In any real estate transaction, the broker's
5 compensation may be paid by the seller, the buyer, a third
6 party, or by the sharing or splitting of a commission or
7 compensation between brokers.

8

9 (b) Payment of compensation shall not be construed to
10 establish an agency relationship or intermediary
11 relationship between the broker and the party who paid the
12 compensation.

13

14 (c) A seller may agree that an intermediary, buyer's
15 agent or subagent may share the commission or other
16 compensation paid by the seller with another broker.

17

18 (d) A buyer may agree that a seller's agent,
19 intermediary or subagent may share the commission or other
20 compensation paid by the buyer with another broker.

21

22 (e) A buyer's agent shall obtain the written approval
23 of the buyer before the buyer's agent may propose to the
24 seller's agent that the buyer's agent be compensated by
25 sharing compensation paid by the seller.

1

2 (f) Prior to entering into a written agreement with
3 the seller and buyer, or prior to entering into a contract
4 to buy or sell, the broker shall disclose in writing to the
5 seller and buyer to the transaction, the brokerage
6 relationship of all parties, persons and entities paying
7 compensation or commissions to the broker.

8

9 (g) A broker may be compensated by more than one (1)
10 party for services in a transaction, if those parties have
11 consented in writing to the shared payment prior to seller
12 and buyer entering into a contract to buy or sell.

13

14 **Section 2.** This act is effective July 1, 1997.

15

16

(END)

Real estate brokerage
disclosure and relationships-
2.

97LSO-0452.C1

FISCAL NOTE

No fiscal or personnel impact.

SF 42

SENATE FILE NO. SF0042A

Real estate brokerage disclosure and relationships-2.

Sponsored by: Joint Judiciary Interim Committee

A BILL

for

1 AN ACT relating to real estate brokerage relationships;
2 defining the scope of specified relationships between
3 brokers and other parties to sales, leases or management of
4 real property; requiring written notice, written disclosure
5 and written agreements when entering into brokerage
6 relationships; providing limitations on brokerage
7 agreements; providing definitions; and providing for an
8 effective date.

9

10 *Be It Enacted by the Legislature of the State of Wyoming:*

11

12 **Section 1.** W.S. 33-28-301 through 33-28-308 are
13 created to read:

14

ARTICLE 3

15

BROKERAGE RELATIONSHIPS

16

17 **33-28-301. Definitions.**

18

Engrossed with Standing Committee Amendments

1 (a) As used in this article:

2

3 (i) "Broker" means as defined in W.S.
4 33-28-102(a)(iii), except as otherwise specified in this
5 article. For purposes of this article, "broker" may include
6 an "associate broker" as defined in W.S. 33-28-102(a)(i) or
7 a "salesman" as defined in W.S. 33-28-102(a)(xvi);

8

9 (ii) "Buyer" means a person attempting to
10 purchase or exchange real property and includes tenants as
11 that term is commonly used in the rental, leasing or
12 management of real property;

13

14 (iii) "Intermediary" means a broker who assists
15 one (1) or more parties throughout a contemplated real
16 estate transaction with communication and the closing of the
17 real estate transaction without being an agent or advocate
18 for any party to the transaction;

19

20 (iv) "Real estate transaction" means any of the
21 activities identified in W.S. 33-28-102(a)(iii), including
22 the sale, lease and management of real property;

23

24 (v) "Seller" means a person who is attempting to
25 sell or exchange real property and includes landlords as

1 that term is commonly used in the rental, leasing or
2 management of real property;

3

4 (vi) "Single agent" means a broker who is
5 authorized to represent and act for only one (1) party in a
6 real estate transaction. A single agent includes the
7 following:

8

9 (A) "Buyer's agent," which means a broker
10 who is authorized to represent and act for the buyer in a
11 real estate transaction; and

12

13 (B) "Seller's agent," which means a broker
14 who is authorized to represent and act for the seller in a
15 real estate transaction.

16

17 (vii) "Subagent" means a broker authorized to
18 represent and act for another broker in performing brokerage
19 tasks for a principal. The subagent owes the same
20 obligations and responsibilities to the principal as does
21 the principal's broker.

22

23 **33-28-302. Relationships between brokers and the**
24 **public.**

25

1 (a) A broker shall not be required to offer or engage
2 in any one (1) or in all of the brokerage relationships
3 enumerated in this article.

4
5 (b) When engaged in any of the activities enumerated
6 in W.S. 33-28-102(a)(iii), a broker may act as a single
7 agent only pursuant to a written agreement with the seller
8 or buyer which discloses the duties and responsibilities set
9 forth in W.S. 33-28-303 or 33-28-304.

10

11 (c) When engaged in any of the activities enumerated
12 in W.S. 33-28-102(a)(iii), a broker may act as a subagent
13 with the duties and responsibilities set forth in W.S.
14 33-28-303(g), only pursuant to a written agreement between
15 the seller and the seller's agent authorizing an offer of
16 subagency to other brokers.

17

18 (d) When engaged in any of the activities enumerated
19 in W.S. 33-28-102(a)(iii), a broker may act as an
20 intermediary only pursuant to a written agreement with the
21 seller or buyer which discloses the duties and
22 responsibilities set forth in W.S. 33-28-305.

23

24 (e) A broker may work with a single party in separate
25 transactions pursuant to different relationships, including

1 selling one (1) property as a seller's agent and working
2 with that seller in buying another property as an
3 intermediary, buyer's agent or subagent, if the broker
4 complies with this article in establishing the relationships
5 for each transaction.

6

7 (f) A broker, associate broker or salesman, licensed
8 pursuant to article 1 of this chapter, may complete standard
9 forms and shall explain to the parties the effects thereof,
10 if the broker, associate broker or salesman is performing
11 the activities enumerated or referred to in W.S.
12 33-28-102(a)(iii) in the transaction in which the forms are
13 to be used.

14

15 **33-28-303. Single agent engaged by seller.**

16

17 (a) A broker engaged by a seller to act as a seller's
18 agent has the following duties and obligations:

19

20 (i) To perform the terms of the written agreement
21 made with the seller;

22

23 (ii) To exercise reasonable skill and care for
24 the seller;

25

1 (iii) To promote the interests of the seller with
2 the utmost good faith, loyalty and fidelity, including:

3

4 (A) To seek a price and terms which are
5 acceptable to the seller, except that the broker shall not
6 be obligated to seek additional offers to purchase the
7 property while the property is subject to a contract for
8 sale;

9

10 (B) To present all offers to and from the
11 seller in a timely manner regardless of whether the property
12 is subject to a contract for sale;

13

14 (C) To disclose to the seller adverse
15 material facts actually known by the broker;

16

17 (D) To counsel the seller as to any material
18 benefits or risks of a transaction which are actually known
19 by the broker;

20

21 (E) To advise the seller to obtain expert
22 advice as to material matters about which the broker knows
23 but the specifics of which are beyond the expertise of the
24 broker;

25

1 (F) To account in a timely manner for all
2 money and property received; and

3

4 (G) To disclose to the seller that because
5 the broker or authorized subagent is acting as an agent for
6 the seller, the seller may be liable for the acts of the
7 broker and authorized subagent while acting within the scope
8 of the agency relationship.

9

10 (iv) To comply with all requirements of this
11 article; and

12

13 (v) To comply with any applicable federal, state
14 or local laws, rules, regulations or ordinances including
15 fair housing and civil rights statutes or regulations.

16

17 (b) The following information shall not be disclosed
18 by a broker acting as a seller's agent without the informed
19 consent of the seller:

20

21 (i) That a seller is willing to accept less than
22 the asking price for the property;

23

24 (ii) What the motivating factors are for the
25 party selling the property;

1

2 (iii) That the seller will agree to financing
3 terms other than those offered;

4

5 (iv) Any material information about the seller
6 unless disclosure is required by law or failure to disclose
7 the information would constitute fraud or dishonest dealing.

8

9 (c) A broker acting as a seller's agent owes no duty
10 or obligation to the buyer, except that a broker shall
11 disclose to any prospective buyer all adverse material facts
12 actually known by the broker. The adverse material facts
13 may include adverse material facts pertaining to the title
14 and the physical condition of the property, any material
15 defects in the property and any environmental hazards
16 affecting the property which are required by law to be
17 disclosed. The broker acting as a seller's agent shall not
18 perpetuate a material misrepresentation of the seller which
19 the broker knows or should know is false.

20

21 (d) A seller's agent owes no duty to conduct an
22 independent inspection of the property for the benefit of
23 the buyer and owes no duty to independently verify the
24 accuracy or completeness of any statement made by the seller
25 or any independent inspector.

1

2 (e) A seller's agent may show alternative properties
3 not owned by the seller to prospective buyers and may list
4 competing properties for sale and not be deemed to have
5 breached any duty or obligation to the seller.

6

7 (f) A seller may agree in writing with a seller's
8 agent to extend an offer of subagency by which other brokers
9 may be retained and compensated as subagents.

10

11 (g) Any broker acting as a subagent on the seller's
12 behalf shall have the obligations and responsibilities set
13 forth in subsections (a) through (e) of this section.

14

15 **33-28-304. Single agent engaged by buyer.**

16

17 (a) A broker engaged by a buyer to act as a buyer's
18 agent shall have the following duties and obligations:

19

20 (i) To perform the terms of the written agreement
21 made with the buyer;

22

23 (ii) To exercise reasonable skill and care for
24 the buyer;

25

1 (iii) To promote the interests of the buyer with
2 the utmost good faith, loyalty and fidelity, including:

3

4 (A) To seek a price and terms which are
5 acceptable to the buyer, except that the broker shall not be
6 obligated to seek other properties while the buyer is a
7 party to a contract to purchase property;

8

9 (B) To present all offers to and from the
10 buyer in a timely manner regardless of whether the buyer is
11 already a party to a contract to purchase property;

12

13 (C) To disclose to the buyer adverse
14 material facts actually known by the broker;

15

16 (D) To counsel the buyer as to any material
17 benefits or risks of a transaction which are actually known
18 by the broker;

19

20 (E) To advise the buyer to obtain expert
21 advice as to material matters about which the broker knows
22 but the specifics of which are beyond the expertise of the
23 broker;

24

1 (F) To account in a timely manner for all
2 money and property received; and

3

4 (G) To disclose to the buyer that because
5 the broker is acting as the agent for the buyer, the buyer
6 may be liable for the acts of the broker while he is acting
7 within the scope of the agency relationship.

8

9 (iv) To comply with all requirements of this
10 article; and

11

12 (v) To comply with any applicable federal, state
13 or local laws, rules, regulations or ordinances including
14 fair housing and civil rights statutes or regulations.

15

16 (b) The following information shall not be disclosed
17 by a broker acting as a buyer's agent without the informed
18 consent of the buyer:

19

20 (i) That a buyer is willing to pay more than the
21 purchase price for the property;

22

23 (ii) What the motivating factors are for the
24 party buying the property;

25

1 (iii) That the buyer will agree to financing
2 terms other than those offered;

3

4 (iv) Any material information about the buyer
5 unless disclosure is required by law or failure to disclose
6 the information would constitute fraud or dishonest dealing.

7

8 (c) A broker acting as a buyer's agent owes no duty or
9 obligation to the seller, except that a broker acting as a
10 buyer's agent shall not make any substantial
11 misrepresentation or fraudulent misrepresentation regarding
12 an adverse material fact actually known by the broker.

13

14 (d) A buyer's agent owes no duty to conduct an
15 independent investigation of the buyer's financial condition
16 and owes no duty to independently verify the accuracy or
17 completeness of statements made by the buyer or any
18 independent inspector.

19

20 (e) A buyer's agent may show properties in which the
21 buyer is interested to other prospective buyers without
22 breaching any duty or obligation to the buyer. Nothing in
23 this section shall be construed to prohibit a buyer's agent
24 from showing competing buyers the same property and from

1 assisting competing buyers in attempting to purchase or
2 lease a particular property.

3

4 **33-28-305. Intermediary.**

5

6 (a) A broker engaged as an intermediary shall not act
7 as an advocate or agent for either party and shall be
8 limited to providing those services described in subsection
9 (b) of this section.

10

11 (b) A broker engaged as an intermediary shall owe to
12 each party with whom the intermediary has contracted the
13 following obligations and responsibilities:

14

15 (i) To perform the terms of any written agreement
16 made by the intermediary with any party or parties to the
17 transaction, provided that the terms of the written
18 agreement shall be consistent with this article;

19

20 (ii) To exercise reasonable skill and care as an
21 intermediary, including:

22

23 (A) Presenting all offers and counteroffers
24 in a timely manner regardless of whether the property is
25 subject to a contract for sale;

1

2 (B) Advising the parties to obtain expert
3 advice as to material matters about which the intermediary
4 knows but the specifics of which are beyond the expertise of
5 the intermediary;

6

7 (C) Accounting in a timely manner for all
8 money and property received;

9

10 (D) Keeping the parties fully informed
11 regarding the transaction;

12

13 (E) Obtaining the written consent of the
14 parties before representing the buyer and seller in the same
15 real estate transaction;

16

17 (F) Assisting the parties in complying with
18 the terms and conditions of any contract which may include
19 closing the transaction;

20

21 (G) Disclosing to the parties any interests
22 the intermediary may have which are adverse to the interest
23 of either party;

24

1 (H) Disclosing to all prospective buyers any
2 adverse material facts actually known by the intermediary,
3 including but not limited to adverse material facts
4 pertaining to the title, the physical condition of the
5 property, any defects in the property and any environmental
6 hazards affecting the property required by law to be
7 disclosed;

8
9 (J) Disclosing to any prospective seller all
10 adverse material facts actually known by the intermediary,
11 including but not limited to adverse material facts
12 pertaining to the buyer's financial ability to perform the
13 terms of the transaction and the buyer's intent to occupy
14 the property as a principal residence; and

15
16 (K) Disclosing to the parties that an
17 intermediary owes no fiduciary duty either to buyer or
18 seller, is not allowed to negotiate on behalf of the buyer
19 or seller, may be required to disclose information he learns
20 about a property to the other party, and may be prohibited
21 from disclosing information about the other party which if
22 known could materially affect negotiations in the real
23 estate transaction.

24

1 (iii) To comply with all requirements of this
2 article; and

3

4 (iv) To comply with any applicable federal, state
5 or local laws, rules, regulations or ordinances including
6 fair housing and civil rights statutes or regulations.

7

8 (c) The following information shall not be disclosed
9 by an intermediary without the informed consent of all
10 parties:

11

12 (i) That a buyer is willing to pay more than the
13 purchase price offered for the property;

14

15 (ii) That a seller is willing to accept less than
16 the asking price for the property;

17

18 (iii) What the motivating factors are for any
19 party buying or selling the property; or

20

21 (iv) That a seller or buyer will agree to
22 financing terms other than those offered.

23

24 (d) An intermediary has no duty to conduct an
25 independent inspection of the property for the benefit of

1 the buyer and has no duty to independently verify the
2 accuracy or completeness of statements made by the seller,
3 or independent inspectors.

4

5 (e) An intermediary has no duty to conduct an
6 independent investigation of the buyer's financial condition
7 or to verify the accuracy or completeness of any statement
8 made by the buyer.

9

10 (f) An intermediary may do the following without
11 breaching any obligation or responsibility:

12

13 (i) Show alternative properties not owned by the
14 seller to a prospective buyer;

15

16 (ii) List competing properties for sale or lease;

17

18 (iii) Show properties in which the buyer is
19 interested to other prospective buyers; and

20

21 (iv) Serve as a single agent, subagent or
22 intermediary for the same or for different parties in other
23 real estate transactions.

24

1 (g) An intermediary may cooperate with other brokers
2 but shall not engage any subagents.

3

4 **33-28-306. Broker disclosures.**

5

6 (a) Prior to engaging in any of the activities
7 enumerated in W.S. 33-28-102(a)(iii), and prior to entering
8 into any written agreement, with a buyer or seller, a broker
9 shall make a written disclosure of applicable brokerage
10 relationships which must contain at a minimum the following:

11

12 (i) A description of all the different brokerage
13 relationships allowed by this article and a statement that
14 the commission for different relationships is negotiable;

15

16 (ii) An explanation of the duties and obligations
17 owed under each such relationship;

18

19 (iii) A conspicuous statement of duties and
20 obligations owed by an agent but which are not owed by an
21 intermediary;

22

23 (iv) A statement that any established
24 relationship cannot be modified without the written consent
25 of the buyer or seller and that the buyer or seller may, but

1 is not required to, negotiate different commission fees as a
2 condition of consenting to a change in relationship;

3

4 (v) A statement that an intermediary is not an
5 agent or advocate for any party and has only the obligations
6 set forth in W.S. 33-28-305; and

7

8 (vi) If a broker offers in-company transactions
9 as specified in W.S. 33-28-307, he shall disclose the manner
10 in which an intermediary relationship may be created as
11 provided by that section.

12

13 (b) The written disclosure shall contain a signature
14 line for the buyer or seller to acknowledge receipt of the
15 disclosure. The disclosure and acknowledgment, by itself,
16 shall not constitute a contract or agreement with the
17 broker. Until the buyer or seller executes such
18 acknowledgment, no representation agreement shall be
19 executed or valid. If the buyer or seller chooses not to
20 sign the acknowledgment, the broker shall note that fact on
21 a copy of the disclosure and shall retain the copy.

22

23 (c) A broker who has established a single agency
24 relationship, a subagency relationship or an intermediary
25 relationship with a seller or buyer shall provide notice of

1 that relationship to any other party to the transaction at
2 the earliest reasonable opportunity.

3

4 (d) Disclosures made in accordance with this article
5 shall be sufficient to disclose brokerage relationships to
6 the parties to the transaction and to the public.

7

8 **33-28-307. Change from agent to intermediary.**

9

10 (a) A broker acting as an agent to a buyer or seller
11 with respect to a particular real estate transaction may
12 instead act as an intermediary to that party only in
13 instances when:

14

15 (i) The broker is or becomes an agent or
16 intermediary for the other party to the prospective real
17 estate transaction creating a potential in-company
18 transaction; and

19

20 (ii) Both parties execute a written consent,
21 which contains a conspicuous statement of the duties and
22 obligations that would no longer be owed to the parties if
23 the broker becomes an intermediary and not an agent.

24

25 **33-28-308. Compensation.**

1

2 (a) In any real estate transaction, the broker's
3 compensation may be paid by the seller, the buyer, a third
4 party, or by the sharing or splitting of a commission or
5 compensation between brokers.

6

7 (b) Payment of compensation shall not be construed to
8 establish an agency relationship or intermediary
9 relationship between the broker and the party who paid the
10 compensation.

11

12 (c) A seller may agree that an intermediary, buyer's
13 agent or subagent may share the commission or other
14 compensation paid by the seller with another broker.

15

16 (d) A buyer may agree that a seller's agent,
17 intermediary or subagent may share the commission or other
18 compensation paid by the buyer with another broker.

19

20 (e) A buyer's agent shall obtain the written approval
21 of the buyer before the buyer's agent may propose to the
22 seller's agent that the buyer's agent be compensated by
23 sharing compensation paid by the seller.

24

1 (f) Prior to entering into a written agreement with
2 the seller and buyer, or prior to entering into a contract
3 to buy or sell, the broker shall disclose in writing to the
4 seller and buyer to the transaction, the brokerage
5 relationship of all parties, persons and entities paying
6 compensation or commissions to the broker.

7
8 (g) A broker may be compensated by more than one (1)
9 party for services in a transaction, if those parties have
10 consented in writing to the shared payment prior to seller
11 and buyer entering into a contract to buy or sell.

12
13 (h) An agreement authorizing a broker who originally
14 agreed in writing to act as an agent to a buyer or seller
15 with respect to a particular real estate transaction to act
16 instead as an intermediary to that party, shall provide that
17 the party agreeing to the new relationship shall not be
18 liable for any commission greater than the commission the
19 party would have been liable to pay under the initial
20 agreement. Any contract provision in violation of this
21 subsection is void and unenforceable.

22
23 **33-28-309. Disclosure type.**

24

1 Any disclosure under W.S. 35-28-306 shall be in a font size
2 of 12 point or greater.

3

4 **Section 2.** This act is effective July 1, 1997.

5

6 (END)

7

THE LEGISLATURE OF THE STATE OF WYOMING

Senate

Cheyenne, January 25, 1997

Mr. President:

Your

Committee No. 1 on JUDICIARY to whom was referred
SF0042 respectfully reports same back to the Senate with the recommendation that it
DO PASS with the following amendment(s): (SEE SCHEDULE A)

MEMBER

Kunz, Chairman
Goodenough
Miller
Phillips
Picard

VOTE

Aye
Aye
Aye
Aye
No

.....*April Bummer Kunz*.....
Chairman

Schedule A

SF0042SS001

1 Page 6-line 24 Delete "Seeking" insert "To seek".
2
3 Page 7-line 5 Delete "Presenting" insert "To present".
4
5 Page 7-line 9 Delete "Disclosing" insert "To disclose".
6
7 Page 7-line 12 Delete "Counseling" insert "To counsel".
8
9 Page 7-line 16 Delete "Advising" insert "To advise".
10
11 Page 7-line 21 Delete "Accounting" insert "To account".
12
13 Page 7-line 24 Delete "Disclosing" insert "To disclose".
14
15 Page 10-line 23 Delete "Seeking" insert "To seek".
16
17 Page 11-line 4 Delete "Presenting" insert "To present".
18
19 Page 11-line 8 Delete "Disclosing" insert "To disclose".
20
21 Page 11-line 11 Delete "Counseling" insert "To counsel".
22
23 Page 11-line 15 Delete "Advising" insert "To advise".
24
25 Page 11-line 20 Delete "Accounting" insert "To account".
26
27 Page 11-line 23 Delete "Disclosing" insert "To disclose".
28
29 Page 18-lines 13 through 24 Delete.
30
31 Page 19-lines 1 and 2 Delete and insert:
32
33 "(i) A description of all the different brokerage
34 relationships allowed by this article;
35
36 (ii) An explanation of the duties and obligations owed
37 under each such relationship;
38
39 (iii) A conspicuous statement of duties and
40 obligations owed by an agent but not by an intermediary;"
41
42 Page 19-line 7 Delete "." insert "; and".
43
44 Page 19-After line 7 insert:
45
46 "(v) If a broker offers in-company transactions as
47 specified in W.S. 33-28-307, he shall disclose the manner in

1 which an intermediary relationship may be created as provided by
2 that section."

3
4 Page 19-line 11 After "disclosure." delete balance of line.

5
6 Page 19-line 12 Delete.

7
8 Page 19-line 13 Delete "broker." insert "Until the buyer or
9 seller executes such acknowledgment, no
10 representation agreement shall be executed or
11 valid."
12

13 Page 20-Before line 2 insert:

14
15 **"33-28-307. In-company transactions.**

16
17 (a) A broker acting as an agent to a buyer or seller
18 with respect to a particular real estate transaction may instead
19 act as an intermediary to that party only in such instances as:

20
21 (i) Such buyer or seller, after the condition in
22 paragraph (ii) of this subsection is made known to him, then
23 executes a written consent, such consent including a conspicuous
24 statement of the duties and obligations that would no longer be
25 owed to such party if the relationship were to become an
26 intermediary and not an agent; and

27
28 (ii) The broker is or becomes an agent or
29 intermediary for the other party to the prospective real estate
30 transaction creating a potential in-company transaction."
31

32 Page 20-line 2 Delete "33-28-307" insert "33-28-308".
33 PHILLIPS
34
35

mlq

1 Page 6-line 24 ✓ Delete "Seeking" insert "To seek". ✓
2
3 Page 7-line 5 ✓ Delete "Presenting" insert "To present". ✓
4
5 Page 7-line 9 ✓ Delete "Disclosing" insert "To disclose". ✓
6
7 Page 7-line 12 ✓ Delete "Counseling" insert "To counsel". ✓
8
9 Page 7-line 16 ✓ Delete "Advising" insert "To advise". ✓
10
11 Page 7-line 21 ✓ Delete "Accounting" insert "To account". ✓
12
13 Page 7-line 24 ✓ Delete "Disclosing" insert "To disclose". ✓
14
15 Page 10-line 23 ✓ Delete "Seeking" insert "To seek". ✓
16
17 Page 11-line 4 ✓ Delete "Presenting" insert "To present". ✓
18
19 Page 11-line 8 ✓ Delete "Disclosing" insert "To disclose". ✓
20
21 Page 11-line 11 ✓ Delete "Counseling" insert "To counsel". ✓
22
23 Page 11-line 15 ✓ Delete "Advising" insert "To advise". ✓
24
25 Page 11-line 20 ✓ Delete "Accounting" insert "To account". ✓
26
27 Page 11-line 23 ✓ Delete "Disclosing" insert "To disclose". ✓
28
29 Page 18-lines 13 through 24 ✓ Delete. ✓
30
31 Page 19-lines 1 and 2 Delete and insert: ✓ ✓
32
33 (i) A description of all the different brokerage
34 relationships allowed by this article;
35
36 (ii) An explanation of the duties and obligations owed
37 under each such relationship;
38
39 (iii) A conspicuous statement of duties and
40 obligations owed by an agent but not by an intermediary;"
41
42 Page 19-line 7 ✓ Delete "." insert "; and". ✓
43
44 Page 19-After line 7 insert: ✓
45
46 (v) If a broker offers in-company transactions as
47 specified in W.S. 33-28-307, he shall disclose the manner in

1 which an intermediary relationship may be created as provided by
2 that section."

3
4 Page 19-line 11 After "disclosure." delete balance of line.

5
6 Page 19-line 12 Delete.

7
8 Page 19-line 13 ✓ Delete "broker." insert "Until the buyer or
9 seller executes such acknowledgment, no
10 representation agreement shall be executed or
11 valid."
12

13 Page 20-Before line 2 insert: ✓ ✓
14

15 "33-28-307. In-company transactions.
16

17 (a) A broker acting as an agent to a buyer or seller
18 with respect to a particular real estate transaction may instead
19 act as an intermediary to that party only in such instances as:
20

21 (i) Such buyer or seller, after the condition in
22 paragraph (ii) of this subsection is made known to him, then
23 executes a written consent, such consent including a conspicuous
24 statement of the duties and obligations that would no longer be
25 owed to such party if the relationship were to become an
26 intermediary and not an agent; and
27

28 (ii) The broker is or becomes an agent or
29 intermediary for the other party to the prospective real estate
30 transaction creating a potential in-company transaction."
31

32 Page 20-line 2 ✓ Delete "33-28-307" insert "33-28-308".
33 PHILLIPS
34
35

SF0042S2001/A

- 1 Page 4-line 23 ✓ ✓ Delete ":" insert "only pursuant to a written
2 agreement with the seller or buyer which
3 discloses the duties and responsibilities set
4 forth in W.S. 33-28-305^A". • MQ
5
6 Page 5-lines 1 through 11 ✓ Delete.
7
8 ✓ Page 19-line 11 ✓ Delete the Senate Standing Committee
9 Amendment (SF0042SS001/A) to this line.
10
11 Page 19-line 12 ✓ Delete the Senate Standing Committee
12 Amendment (SF0042SS001/A) to this line; after
13 "with the" insert "broker.". KUNZ, PHILLIPS
- MQ

SF0042S3001/A

1 Page 9-line 13 ✓ After "." insert "The broker acting as a
2 seller's agent shall not perpetuate a
3 material misrepresentation of the seller
4 which the broker knows or should know is
5 false.". PHILLIPS, KUNZ

Dane

SF0042S3002/A

1 Page 1-line 12 ✓ Delete "33-28-307" insert "33-28-308". KUNZ

Done

SENATE FILE NO. SF0042

Real estate brokerage disclosure and relationships-2.

Sponsored by: Joint Judiciary Interim Committee

A BILL

for

1 AN ACT relating to real estate brokerage relationships;
2 defining the scope of specified relationships between
3 brokers and other parties to sales, leases or management of
4 real property; requiring written notice, written disclosure
5 and written agreements when entering into brokerage
6 relationships; providing limitations on brokerage
7 agreements; providing definitions; and providing for an
8 effective date.

9

10 *Be It Enacted by the Legislature of the State of Wyoming:*

11

12 **Section 1.** W.S. 33-28-301 through 33-28-308 are
13 created to read:

14

ARTICLE 3

15

BROKERAGE RELATIONSHIPS

16

17 **33-28-301. Definitions.**

18

1 (a) As used in this article:

2

3 (i) "Broker" means as defined in W.S.
4 33-28-102(a)(iii), except as otherwise specified in this
5 article. For purposes of this article, "broker" may include
6 an "associate broker" as defined in W.S. 33-28-102(a)(i) or
7 a "salesman" as defined in W.S. 33-28-102(a)(xvi);

8

9 (ii) "Buyer" means a person attempting to
10 purchase or exchange real property and includes tenants as
11 that term is commonly used in the rental, leasing or
12 management of real property;

13

14 (iii) "Intermediary" means a broker who assists
15 one (1) or more parties throughout a contemplated real
16 estate transaction with communication, interposition,
17 advisement, negotiation, contract terms and the closing of
18 the real estate transaction without being an agent or
19 advocate for any party to the transaction;

20

21 (iv) "Real estate transaction" means any of the
22 activities identified in W.S. 33-28-102(a)(iii), including
23 the sale, lease and management of real property;

24

1 (v) "Seller" means a person who is attempting to
2 sell or exchange real property and includes landlords as
3 that term is commonly used in the rental, leasing or
4 management of real property;

5

6 (vi) "Single agent" means a broker who is
7 authorized to represent and act for only one (1) party in a
8 real estate transaction. A single agent includes the
9 following:

10

11 (A) "Buyer's agent," which means a broker
12 who is authorized to represent and act for the buyer in a
13 real estate transaction; and

14

15 (B) "Seller's agent," which means a broker
16 who is authorized to represent and act for the seller in a
17 real estate transaction.

18

19 (vii) "Subagent" means a broker authorized to
20 represent and act for another broker in performing brokerage
21 tasks for a principal. The subagent owes the same
22 obligations and responsibilities to the principal as does
23 the principal's broker.

24

1 33-28-302. Relationships between brokers and the
2 public.

3

4 (a) A broker shall not be required to offer or engage
5 in any one (1) or in all of the brokerage relationships
6 enumerated in this article.

7

8 (b) When engaged in any of the activities enumerated
9 in W.S. 33-28-102(a)(iii), a broker may act as a single
10 agent only pursuant to a written agreement with the seller
11 or buyer which contains the duties and responsibilities set
12 forth in W.S. 33-28-303 or 33-28-304.

13

14 (c) When engaged in any of the activities enumerated
15 in W.S. 33-28-102(a)(iii), a broker may act as a subagent
16 with the duties and responsibilities set forth in W.S.
17 33-28-303(g), only pursuant to a written agreement between
18 the seller and the seller's agent extending an offer of
19 subagency to other brokers.

20

21 (d) When engaged in any of the activities enumerated
22 in W.S. 33-28-102(a)(iii), a broker may act as an
23 intermediary only pursuant to a written agreement with the
24 seller or buyer which discloses the duties and
25 responsibilities set forth in W.S. 33-28-305.

1

2 (e) A broker may work with a single party in separate
3 transactions pursuant to different relationships, including
4 selling one (1) property as a seller's agent and working
5 with that seller in buying another property as an
6 intermediary, buyer's agent or subagent, if the broker
7 complies with this article in establishing the relationships
8 for each transaction.

9

10 (f) If any broker undertakes obligations or
11 responsibilities in addition to or different from those set
12 forth in this article, the obligations or responsibilities
13 shall be part of a written agreement signed by the broker
14 and each involved party.

15

16 (g) A broker, associate broker or salesman, licensed
17 pursuant to article 1 of this chapter, may complete standard
18 forms and may advise the parties as to the effects thereof,
19 if the broker, associate broker or salesman is performing
20 the activities enumerated or referred to in W.S.
21 33-28-102(a)(iii) in the transaction in which the forms are
22 to be used.

23

24 **33-28-303. Single agent engaged by seller.**

25

1 (a) A broker engaged by a seller to act as a seller's
2 agent has the following duties and obligations:

3

4 (i) To perform the terms of the written agreement
5 made with the seller;

6

7 (ii) To exercise reasonable skill and care for
8 the seller;

9

10 (iii) To promote the interests of the seller with
11 the utmost good faith, loyalty and fidelity, including:

12

13 (A) To seek a price and terms which are
14 acceptable to the seller, except that the broker shall not
15 be obligated to seek additional offers to purchase the
16 property while the property is subject to a contract for
17 sale;

18

19 (B) To present all offers to and from the
20 seller in a timely manner regardless of whether the property
21 is subject to a contract for sale;

22

23 (C) To disclose to the seller adverse
24 material facts actually known by the broker;

25

1 (D) To counsel the seller as to any material
2 benefits or risks of a transaction which are actually known
3 by the broker;

4

5 (E) To advise the seller to obtain expert
6 advice as to material matters about which the broker knows
7 but the specifics of which are beyond the expertise of the
8 broker;

9

10 (F) To account in a timely manner for all
11 money and property received; and

12

13 (G) To disclose to the seller that the
14 seller may be vicariously liable for the acts of the
15 seller's agent or any subagent when the broker is acting
16 within the scope of the agency relationship.

17

18 (iv) To comply with all requirements of this
19 article; and

20

21 (v) To comply with any applicable federal, state
22 or local laws, rules, regulations or ordinances including
23 fair housing and civil rights statutes or regulations.

24

1 (b) The following information shall not be disclosed
2 by a broker acting as a seller's agent without the informed
3 consent of the seller:

4

5 (i) That a seller is willing to accept less than
6 the asking price for the property;

7

8 (ii) What the motivating factors are for the
9 party selling the property;

10

11 (iii) That the seller will agree to financing
12 terms other than those offered;

13

14 (iv) Any material information about the seller
15 unless disclosure is required by law or failure to disclose
16 the information would constitute fraud or dishonest dealing.

17

18 (c) A broker acting as a seller's agent owes no duty
19 or obligation to the buyer, except that a broker shall
20 disclose to any prospective buyer all adverse material facts
21 actually known by the broker. The adverse material facts
22 may include adverse material facts pertaining to the title
23 and the physical condition of the property, any material
24 defects in the property and any environmental hazards
25 affecting the property which are required by law to be

1 disclosed. The broker acting as a seller's agent shall not
2 perpetuate a material misrepresentation of the seller which
3 the broker knows or should know is false.

4

5 (d) A seller's agent owes no duty to conduct an
6 independent inspection of the property for the benefit of
7 the buyer and owes no duty to independently verify the
8 accuracy or completeness of any statement made by the seller
9 or any independent inspector.

10

11 (e) A seller's agent may show alternative properties
12 not owned by the seller to prospective buyers and may list
13 competing properties for sale and not be deemed to have
14 breached any duty or obligation to the seller.

15

16 (f) A seller may agree in writing with a seller's
17 agent to extend an offer of subagency by which other brokers
18 may be retained and compensated as subagents.

19

20 (g) Any broker acting as a subagent on the seller's
21 behalf shall have the obligations and responsibilities set
22 forth in subsections (a) through (e) of this section.

23

24 **33-28-304. Single agent engaged by buyer.**

25

1 (a) A broker engaged by a buyer to act as a buyer's
2 agent shall have the following duties and obligations:

3

4 (i) To perform the terms of the written agreement
5 made with the buyer;

6

7 (ii) To exercise reasonable skill and care for
8 the buyer;

9

10 (iii) To promote the interests of the buyer with
11 the utmost good faith, loyalty and fidelity, including:

12

13 (A) To seek a price and terms which are
14 acceptable to the buyer, except that the broker shall not be
15 obligated to seek other properties while the buyer is a
16 party to a contract to purchase property;

17

18 (B) To present all offers to and from the
19 buyer in a timely manner regardless of whether the buyer is
20 already a party to a contract to purchase property;

21

22 (C) To disclose to the buyer adverse
23 material facts actually known by the broker;

24

1 (D) To counsel the buyer as to any material
2 benefits or risks of a transaction which are actually known
3 by the broker;

4

5 (E) To advise the buyer to obtain expert
6 advice as to material matters about which the broker knows
7 but the specifics of which are beyond the expertise of the
8 broker;

9

10 (F) To account in a timely manner for all
11 money and property received; and

12

13 (G) To disclose to the buyer that the buyer
14 may be vicariously liable for the acts of the buyer's agent
15 when the agent is acting within the scope of the agency
16 relationship.

17

18 (iv) To comply with all requirements of this
19 article; and

20

21 (v) To comply with any applicable federal, state
22 or local laws, rules, regulations or ordinances including
23 fair housing and civil rights statutes or regulations.

24

1 (b) The following information shall not be disclosed
2 by a broker acting as a buyer's agent without the informed
3 consent of the buyer:

4

5 (i) That a buyer is willing to pay more than the
6 purchase price for the property;

7

8 (ii) What the motivating factors are for the
9 party buying the property;

10

11 (iii) That the buyer will agree to financing
12 terms other than those offered;

13

14 (iv) Any material information about the buyer
15 unless disclosure is required by law or failure to disclose
16 the information would constitute fraud or dishonest dealing.

17

18 (c) A broker acting as a buyer's agent owes no duty or
19 obligation to the seller, except that a broker acting as a
20 buyer's agent shall not make any substantial
21 misrepresentation or fraudulent misrepresentation regarding
22 an adverse material fact actually known by the broker.

23

24 (d) A buyer's agent owes no duty to conduct an
25 independent investigation of the buyer's financial condition

1 and owes no duty to independently verify the accuracy or
2 completeness of statements made by the buyer or any
3 independent inspector.

4

5 (e) A buyer's agent may show properties in which the
6 buyer is interested to other prospective buyers without
7 breaching any duty or obligation to the buyer. Nothing in
8 this section shall be construed to prohibit a buyer's agent
9 from showing competing buyers the same property and from
10 assisting competing buyers in attempting to purchase or
11 lease a particular property.

12

13 **33-28-305. Intermediary.**

14

15 (a) A broker engaged as an intermediary is not an
16 advocate or agent for either party.

17

18 (b) A broker engaged as an intermediary shall have the
19 following obligations and responsibilities:

20

21 (i) To perform the terms of any written agreement
22 made with any party to the transaction;

23

24 (ii) To exercise reasonable skill and care as an
25 intermediary, including:

1

2 (A) Presenting all offers and counteroffers
3 in a timely manner regardless of whether the property is
4 subject to a contract for sale;

5

6 (B) Advising the parties regarding the
7 transaction and suggesting that the parties obtain expert
8 advice as to material matters about which the intermediary
9 knows but the specifics of which are beyond the expertise of
10 the broker;

11

12 (C) Accounting in a timely manner for all
13 money and property received;

14

15 (D) Keeping the parties fully informed
16 regarding the transaction;

17

18 (E) Assisting the parties in complying with
19 the terms and conditions of any contract including closing
20 the transaction;

21

22 (F) Disclosing to all prospective buyers any
23 adverse material facts actually known by the broker,
24 including adverse material facts pertaining to the title,
25 the physical condition of the property, any defects in the

1 property and any environmental hazards affecting the
2 property required by law to be disclosed;

3

4 (G) Disclosing to any prospective seller all
5 adverse material facts actually known by the broker,
6 including adverse material facts pertaining to the buyer's
7 financial ability to perform the terms of the transaction
8 and the buyer's intent to occupy the property as a principal
9 residence; and

10

11 (H) Disclosing to the parties that as seller
12 and buyer they shall not be vicariously liable for any acts
13 of the intermediary.

14

15 (iii) To comply with all requirements of this
16 article; and

17

18 (iv) To comply with any applicable federal, state
19 or local laws, rules, regulations or ordinances including
20 fair housing and civil rights statutes or regulations.

21

22 (c) The following information shall not be disclosed
23 by an intermediary without the informed consent of all
24 parties:

25

1 (i) That a buyer is willing to pay more than the
2 purchase price offered for the property;

3

4 (ii) That a seller is willing to accept less than
5 the asking price for the property;

6

7 (iii) What the motivating factors are for any
8 party buying or selling the property; or

9

10 (iv) That a seller or buyer will agree to
11 financing terms other than those offered.

12

13 (d) An intermediary has no duty to conduct an
14 independent inspection of the property for the benefit of
15 the buyer and has no duty to independently verify the
16 accuracy or completeness of statements made by the seller,
17 or independent inspectors.

18

19 (e) An intermediary has no duty to conduct an
20 independent investigation of the buyer's financial condition
21 or to verify the accuracy or completeness of any statement
22 made by the buyer.

23

24 (f) An intermediary may do the following without
25 breaching any obligation or responsibility:

1

2 (i) Show alternative properties not owned by the
3 seller to a prospective buyer;

4

5 (ii) List competing properties for sale or lease;

6

7 (iii) Show properties in which the buyer is
8 interested to other prospective buyers; and

9

10 (iv) Serve as a single agent, subagent or
11 intermediary for the same or for different parties in other
12 real estate transactions.

13

14 (g) An intermediary may cooperate with other brokers
15 but shall not engage any subagents.

16

17 **33-28-306. Broker disclosures.**

18

19 (a) Prior to engaging in any of the activities
20 enumerated in W.S. 33-28-102(a)(iii) with a buyer or seller,
21 a broker shall make a written disclosure of applicable
22 brokerage relationships which must contain at a minimum the
23 following:

24

1 (i) A description of all the different brokerage
2 relationships allowed by this article;

3

4 (ii) An explanation of the duties and obligations
5 owed under each such relationship;

6

7 (iii) A conspicuous statement of duties and
8 obligations owed by an agent but not by an intermediary;

9

10 (iv) That an intermediary is not an agent or
11 advocate for any party and has only the obligations set
12 forth in W.S. 33-28-305, but neither the seller nor buyer
13 are vicariously liable for the acts of the intermediary; and

14

15 (v) If a broker offers in-company transactions as
16 specified in W.S. 33-28-307, he shall disclose the manner in
17 which an intermediary relationship may be created as
18 provided by that section.

19

20 (b) The written disclosure shall contain a signature
21 line for the buyer or seller to acknowledge receipt of the
22 disclosure. The disclosure and acknowledgment, by itself,
23 shall not constitute a contract or agreement with the
24 broker. Until the buyer or seller executes such
25 acknowledgment, no representation agreement shall be

1 executed or valid. If the buyer or seller chooses not to
2 sign the acknowledgment, the broker shall note that fact on
3 a copy of the disclosure and shall retain the copy.

4

5 (c) A broker who has established a single agency
6 relationship, a subagency relationship or an intermediary
7 relationship with a seller or buyer shall provide notice of
8 that relationship to any other party to the transaction at
9 the earliest reasonable opportunity.

10

11 (d) Disclosures made in accordance with this article
12 shall be sufficient to disclose brokerage relationships to
13 the parties to the transaction and to the public.

14

15 **33-28-307. In-company transactions.**

16

17 (a) A broker acting as an agent to a buyer or seller
18 with respect to a particular real estate transaction may
19 instead act as an intermediary to that party only in such
20 instances as:

21

22 (i) Such buyer or seller, after the condition in
23 paragraph (ii) of this subsection is made known to him, then
24 executes a written consent, such consent including a
25 conspicuous statement of the duties and obligations that

1 would no longer be owed to such party if the relationship
2 were to become an intermediary and not an agent; and

3

4 (ii) The broker is or becomes an agent or
5 intermediary for the other party to the prospective real
6 estate transaction creating a potential in-company
7 transaction.

8

9 **33-28-308. Compensation.**

10

11 (a) In any real estate transaction, the broker's
12 compensation may be paid by the seller, the buyer, a third
13 party, or by the sharing or splitting of a commission or
14 compensation between brokers.

15

16 (b) Payment of compensation shall not be construed to
17 establish an agency relationship or intermediary
18 relationship between the broker and the party who paid the
19 compensation.

20

21 (c) A seller may agree that an intermediary, buyer's
22 agent or subagent may share the commission or other
23 compensation paid by the seller with another broker.

24

1 (d) A buyer may agree that a seller's agent,
2 intermediary or subagent may share the commission or other
3 compensation paid by the buyer with another broker.
4

5 (e) A buyer's agent shall obtain the written approval
6 of the buyer before the buyer's agent may propose to the
7 seller's agent that the buyer's agent be compensated by
8 sharing compensation paid by the seller.
9

10 (f) Prior to entering into a written agreement with
11 the seller and buyer, or prior to entering into a contract
12 to buy or sell, the broker shall disclose in writing to the
13 seller and buyer to the transaction, the brokerage
14 relationship of all parties, persons and entities paying
15 compensation or commissions to the broker.
16

17 (g) A broker may be compensated by more than one (1)
18 party for services in a transaction, if those parties have
19 consented in writing to the shared payment prior to seller
20 and buyer entering into a contract to buy or sell.
21

22 **Section 2.** This act is effective July 1, 1997.
23

24 (END)