

Action is the foundational key to  
all success.

Imperfect Action is Better than  
Perfect Inaction



Success consists of going from  
failure to failure without loss of  
enthusiasm

# **KEY REALTY IN PARTNERSHIP WITH**

Session 2  
Module H-Agency

**Instructor  
Denise Klein**

# Create the Future You Imagine

# Class Details

- ✓ Be sure to sign in and out of class
- ✓ Certificates will be available on line  
@[www.keyrealtyschool.com/certificate](http://www.keyrealtyschool.com/certificate)
- ✓ Breaks
- ✓ Restrooms
- ✓ Wi-Fi
- ✓ Complete & turn in course  
evaluations/Test at end of class when  
you sign out

“THE ILLITERATE OF THE  
21ST CENTURY WILL  
NOT BE THOSE THAT  
CANNOT READ OR WRITE,  
BUT THOSE WHO CANNOT  
LEARN, UNLEARN  
AND RELEARN.”

ALVIN TOFFLER

# DUTIES OWED EXERCISE

- Review the Duties Owed
  - Underline the most important factors for consumers related to real estate agent

# SE5 Results Paradigm™



# SE5 Results Paradigm™





# SE5 Results Paradigm™



- To shift your results you must shift your stories , beliefs , choices , behaviors and habits .
- What am I basing my choices on?  
Current beliefs or Past experiences

WITHIN YOUR SOI...

Exist AGENCY

Relationship's that

must be **DISCLOSED**

# **YOUR** Source of Income is....

A group of people upon which you have some influence just because they know you and through consistent communication you develop a relationship...

Consistent Effort to YOUR **SOI**

=

Revenue & Profits

IT'S NOT MAGIC

***IT'S MATH***

# Sphere of Influence Includes:

**Friends**  
**Family**  
**Business Associates**  
**Fellow Organizations**  
**Club Members**  
**Churches**  
**Sports**  
**Business Partners**  
**Schools**  
**Social Media**  
**Armed Services**  
**Alumni Organizations**



# Sphere of Influence

**S.Y.S.T.E.M.**

**YOUR SPHERE  
OF INFLUENCE  
LIVES IN A CRM  
NOT AN  
ADDRESS  
BOOK**



## 2013 Best CRM (Customer Relationship Management) Software for Mac

Rank		#1	#2	#3	#4	#5	#6	#7
10-9 8-6 5-4 3-2 1-0	Best Good Average Fair Bad	Skifone	Evernote CRM	Daylite	Adm	SSB Desktop	ContactPro	Skatree
								Studiometry
Ratings								
		9.20	8.70	7.63	7.58	6.23	6.18	6.05
■ Overall Rating	10							
■ Features	9							
■ Customization	8							
■ Sales & Marketing Tools	7							
■ Basic Use	6							
■ Help & Support	5							
	4							
	3							
	2							
	1							
Features								
Email Integration		✓	✓	✓	✓	✓	✓	✓
Calendar Capabilities		✓	✓	✓	✓	✓	✓	✓
CRM Integration		✓	✓	✓	✓	✓	✓	✓
Address Book Integration		✓	✓	✓	✓	✓	✓	✓
Mobile Device Access		✓	✓	✓	✓	✓	✓	✓
Multi-User Capabilities		✓	✓	✓	✓	✓	✓	✓
Spill Check		✓	✓	✓	✓	✓	✓	✓
Resource Allocation		✓	✓	✓	✓	✓	✓	✓
Calendar Integration		✓	✓	✓	✓	✓	✓	✓
Search Options		✓	✓	✓	✓	✓	✓	✓
Import/Export/Load		✓	✓	✓	✓	✓	✓	✓
File Transfer/Access/Share		✓	✓	✓	✓	✓	✓	✓
Contact Information								
Contact Information Fields		✓	✓	✓	✓	✓	✓	✓
Company Attributes		✓	✓	✓	✓	✓	✓	✓
Group Organization		✓	✓	✓	✓	✓	✓	✓
Link Contacts		✓	✓	✓	✓	✓	✓	✓
Custom Fields		✓	✓	✓	✓	✓	✓	✓
Custom History		✓	✓	✓	✓	✓	✓	✓
Multiple Users		✓	✓	✓	✓	✓	✓	✓
Sales & Marketing Tools								
Tasks/To-Do's		✓	✓	✓	✓	✓	✓	✓
Project Tracker		✓	✓	✓	✓	✓	✓	✓
Inventory		✓	✓	✓	✓	✓	✓	✓
Reporting/Analytics		✓	✓	✓	✓	✓	✓	✓
Letter Templates		✓	✓	✓	✓	✓	✓	✓
Mailing Labels		✓	✓	✓	✓	✓	✓	✓
Accounting		✓	✓	✓	✓	✓	✓	✓
Help & Support								
Help Center/FAQ		✓	✓	✓	✓	✓	✓	✓
Telephone Support		✓	✓	✓	✓	✓	✓	✓
Product Guides/Manuals		✓	✓	✓	✓	✓	✓	✓
User Forums		✓	✓	✓	✓	✓	✓	✓
Online Chat/Forum		✓	✓	✓	✓	✓	✓	✓
Email Support		✓	✓	✓	✓	✓	✓	✓

# **Sphere of Influence**

## **S.Y.S.T.E.M.**

**Set YOUR goals for the results to be generated from SOI**

**Define the members of your SOI**

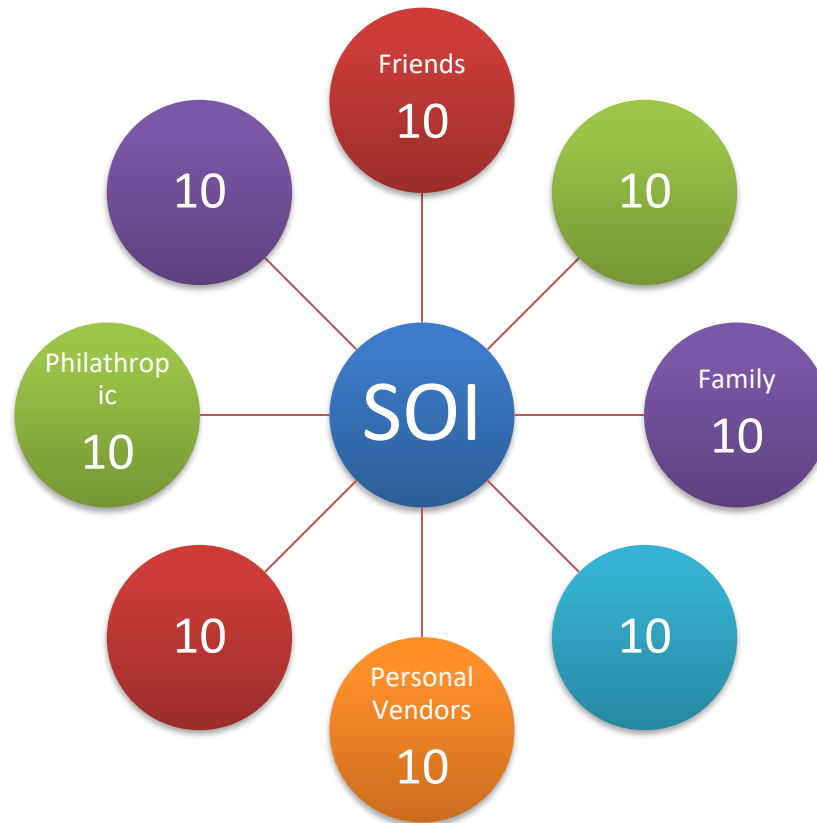
**Capture and input their personal and professional information  
in a CRM (Client Relationship Management)**

**Rate the members of your SOI**

**Set the SOI Contact SYSTEM activities**



# Develop your SOI



# WITHIN YOUR SOI...

## Exist AGENCY Relationship's that must be **DISCLOSED**

- **3 TYPES OF AGENCY**
- **General**
- **Universal**
- **Special Agent-REALTOR**

**WITHIN YOUR SOI...**

**Exist AGENCY Relationship's that  
must be DISCLOSED**

**OLD CAR**

**O-OBEDIENCE (LAWFUL)**

**L-LOYALTY TO PRINCIPAL-100%**

**D-DILIGENCE & DISCLOSURE**

**C- CARE & CONFIDENTIALITY**

**A-ACCOUNTING**

**R-REASONABLE SKILL & CARE**

# WITHIN YOUR SOI...

## Exist AGENCY Relationship's that must be **DISCLOSED**

- AGENCY RELATIONSHIPS ALLOWED IN NEVADA
- Licensee Representing 1 Party
- Licencee Representing Both Parties (Dual Agency)
- Non-Agency Representation
- Sub-Agency

**WITHIN YOUR SOI...**

**Exist AGENCY Relationship's that  
must be DISCLOSED**

- **GROUP DISCUSSION**
- **FRAUD CAN BE ACTIVE OR PASSIVE.  
DISCUSS THE DIFFERENCE**

WITHIN YOUR SOI...

Exist AGENCY Relationship's that  
must be **DISCLOSED**

**When ?**

**Do I disclose**

WITHIN YOUR SOI...

Exist AGENCY Relationship's that  
must be **DISCLOSED**

**WHEN?**

They Become  
Clients or Customers

**WITHIN YOUR SOI...**

**Exist AGENCY Relationship's that  
must be DISCLOSED**

**WHERE DOES A PROSPECT OR  
CUSTOMER BECOME A CLIENT?**

**LISTING AGREEMENTS**

**&**

**BUYER'S BROKERAGE AGREEMENTS**



WITHIN YOUR SOI...

Exist AGENCY Relationship's that  
must be **DISCLOSED**

**NOT?**

RESIDENTIAL PURCHASE AGREEMENTS

**WHY**

WITHIN YOUR SOI...

Exist AGENCY Relationship's that  
must be **DISCLOSED**

**HOW DO YOU  
DISCLOSE?**

They Are  
Clients or Customers

# WITHIN YOUR SOI... Exist AGENCY Relationship's that must be DISCLOSED

## DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

*This form does not constitute a contract for services nor an agreement to pay compensation.*

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:

- a) Each party for whom the licensee is acting as an agent in the real estate transaction, and
- b) Each unrepresented party to the real estate transaction, if any.

<b>Licensee:</b> The licensee in the real estate transaction is _____ whose license number is _____. The licensee is acting for [client's name(s)] _____ who is/are the <input type="checkbox"/> Seller/Landlord; <input type="checkbox"/> Buyer/Tenant.
<b>Broker:</b> The broker is _____, whose company is _____.

### Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

1. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
2. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
3. Disclose to each party to the real estate transaction as soon as practicable:
  - a. Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
  - b. Each source from which licensee will receive compensation.
4. Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

### Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

1. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement;
2. Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission;
3. Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client;
4. Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form prescribed by the Division;
5. Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction;
6. Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
7. Account to the client for all money and property the licensee receives in which the client may have an interest.

### Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.

Each licensee shall not disclose, except to the real estate broker, confidential information relating to client.

**Licensee Acting for Both Parties:** You understand that the licensee \_\_\_\_\_ (Client Initials) may **or** \_\_\_\_\_ (Client Initials) may not, in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.					
_____ <i>Seller/Landlord</i>		_____ <i>Date</i>	_____ <i>Time</i>	_____ <i>Buyer/Tenant</i>	
_____ <i>Seller/Landlord</i>		_____ <i>Date</i>	_____ <i>Time</i>	_____ <i>Buyer/Tenant</i>	

Approved Nevada Real Estate Division

Replaces all previous versions

Realty ONE Group, Inc. - NV

Phone: (702) 898 - 6111

Fax:

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Revised 10/25/07

REOG

# WITHIN YOUR SOI...

## Exist AGENCY Relationship's that must be **DISCLOSED**

CONFIRMATION REGARDING REAL ESTATE AGENT RELATIONSHIP			
<i>This form does not constitute a contract for services</i>			
<b>Property Address</b>			
In the event any party to the real estate transaction is also represented by another licensee who is affiliated with the same Company, the Broker may assign a licensee to act for each party, respectively. As set forth within the <i>Duties Owed</i> form, no confidential information will be disclosed. <b>This is</b> <input type="checkbox"/> <b>is not</b> <input type="checkbox"/> <b>such a transaction.</b>			
<b>I/We confirm the duties of a real estate licensee of which has been presented and explained to me/us. My/Our representative's relationship is:</b>			
<input type="checkbox"/> Seller/Landlord Exclusively <input checked="" type="checkbox"/> Buyer/Tenant Exclusively <input type="checkbox"/> Both Buyer/Tenant & Seller/Landlord		<input type="checkbox"/> Buyer/Tenant Exclusively <input checked="" type="checkbox"/> Seller/Landlord Exclusively <input type="checkbox"/> Both Buyer/Tenant & Seller/Landlord	
<p>① IF LICENSEE IS ACTING FOR MORE THAN ONE PARTY IN THIS TRANSACTION, you will be provided a <b>Consent to Act form for your review, consideration and approval or rejection. A licensee can legally represent both the Seller/Landlord and Buyer/Tenant in a transaction, but ONLY with the knowledge and written consent of BOTH the Seller/Landlord and Buyer/Tenant.</b></p> <p>② A licensee who is acting for the Seller/Landlord exclusively, is not representing the Buyer/Tenant and has no duty to advocate or negotiate for the Buyer/Tenant.</p> <p>③ A licensee who is acting for the Buyer/Tenant exclusively, is not representing the Seller/Landlord and has no duty to advocate or negotiate for the Seller/Landlord.</p>			
by <u>Seller's/Landlord's Company</u> _____ Licensed Real Estate Agent		by <u>Buyer's/Tenant's Company</u> _____ Licensed Real Estate Agent	
Date _____ Time _____		Date _____ Time _____	
Seller/Landlord _____ Date _____ Time _____		Buyer/Tenant _____ Date _____ Time _____	
Seller/Landlord _____ Date _____ Time _____		Buyer/Tenant _____ Date _____ Time _____	
<small>Approved Nevada Real Estate Division Replaces all previous editions Realty ONE Group, Inc. - NV Phone: (702) 998-6111 Fax: _____ Produced with ZipForm™ by RE FormNet, LLC 18070 Fifteen Mile Road, Fraser, Michigan 48026 <a href="http://www.zipform.com">www.zipform.com</a></small>			
		<small>560 Revised 4/1/99 REOG</small>	

# WITHIN YOUR SOI... Exist AGENCY Relationship's that must be DISCLOSED

## CONSENT TO ACT

*This form does not constitute a contract for services nor an agreement to pay compensation.*

**DESCRIPTION OF TRANSACTION:** The real estate transaction is the ☐ sale and purchase; or ☐ lease; of

**Property Address:** \_\_\_\_\_

In Nevada, a real estate licensee may act for more than one party in a real estate transaction however, before the licensee does so, he or she must obtain the written consent of each party. This form is that consent. Before you consent to having a licensee represent both yourself and the other party, you should read this form and understand it.

**Licensee:** The licensee in this real estate transaction is \_\_\_\_\_ ("Licensee") whose  
license number is \_\_\_\_\_ and who is affiliated with \_\_\_\_\_ ("Brokerage").

**Seller/Landlord** \_\_\_\_\_  
Print Name

**Buyer/Tenant** \_\_\_\_\_  
Print Name

**CONFLICT OF INTEREST:** A licensee in a real estate transaction may legally act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest.

**DISCLOSURE OF CONFIDENTIAL INFORMATION:** Licensee will not disclose any confidential information for 1 year after the revocation or termination of any brokerage agreement entered into with a party to this transaction, unless Licensee is required to do so by a court of competent jurisdiction or is given written permission to do so by that party. Confidential information includes, but is not limited to, the client's motivation to purchase, trade or sell, which if disclosed, could harm one party's bargaining position or benefit the other.

**DUTIES OF LICENSEE:** Licensee shall provide you with a "Duties Owed by a Nevada Real Estate Licensee" disclosure form which lists the duties a licensee owes to all parties of a real estate transaction, and those owed to the licensee's client. When representing both parties, the licensee owes the same duties to both seller and buyer. Licensee shall disclose to both Seller and Buyer all known defects in the property, any matter that must be disclosed by law, and any information the licensee believes may be material or might affect Seller's/Landlord's or Buyer's/Tenant's decisions with respect to this transaction.

**NO REQUIREMENT TO CONSENT:** You are not required to consent to this licensee acting on your behalf. You may

- Reject this consent and obtain your own agent,
- Represent yourself,
- Request that the licensee's broker assign you your own licensee.

## CONFIRMATION OF DISCLOSURE AND INFORMATION CONSENT

**BY MY SIGNATURE BELOW, I UNDERSTAND AND CONSENT:** I am giving my consent to have the above identified licensee act for both the other party and me. By signing below, I acknowledge that I understand the ramifications of this consent, and that I acknowledge that I am giving this consent without coercion.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.					
<i>Seller/Landlord</i>	<i>Date</i>	<i>Time</i>	<i>Buyer/Tenant</i>	<i>Date</i>	<i>Time</i>
_____	_____	_____	_____	_____	_____
<i>Seller/Landlord</i>	<i>Date</i>	<i>Time</i>	<i>Buyer/Tenant</i>	<i>Date</i>	<i>Time</i>
_____	_____	_____	_____	_____	_____

# WITHIN YOUR SOI...

## Exist AGENCY Relationship's that must be **DISCLOSED**

STATE OF NEVADA  
DEPARTMENT OF BUSINESS AND INDUSTRY  
REAL ESTATE DIVISION  
788 Fairview Drive, Suite 200 \* Carson City, NV 89701-5453 \* (775) 687-4280  
2501 East Sahara Avenue, Suite 102 \* Las Vegas, NV 89104-4137 \* (702) 486-4033  
Email: [realtest@red.state.nv.us](mailto:realtest@red.state.nv.us) <http://www.red.state.nv.us>

### WAIVER FORM

In representing any client in an agency relationship, a real estate licensee has specific statutory duties to that client. Under Nevada law only one of these duties can be waived. NRS 645.254 requires a licensee to "present all offers made to or by the client as soon as practicable." This duty may be waived by the client.

"Presenting all offers" includes without limitation: accepting delivery of and conveying offers and counteroffers; answering a client's questions regarding offers and counteroffers; and assisting a client in preparing, communicating and negotiating offers and counteroffers.

In order to waive the duty, the client must enter into a written agreement waiving the licensee's obligation to perform the duty to present all offers. **By signing below you are agreeing that the licensee who is representing you will not perform the duty of presenting all offers made to or by you with regard to the property located at:**

Property Address \_\_\_\_\_

City \_\_\_\_\_

### AGREEMENT TO WAIVER

By signing below I agree that the licensee who represents me shall not present any offers made to or by me, as defined above. I understand that a real estate transaction has significant legal and financial consequences. I further understand that in any proposed transaction, the other licensee(s) involved represents the interests of the other party, does not represent me and cannot perform the waived duty on my behalf. I further understand that I should seek the assistance of other professionals such as an attorney. I further understand that it is my responsibility to inform myself of the steps necessary to fulfill the terms of any purchase agreement that I may execute. I further understand that this waiver may be revoked in writing by mutual agreement between client and broker.

**WAIVER NOT VALID UNTIL SIGNED BY BROKER.**

_____ Client	_____ Date	_____ Licensee	_____ Date
_____ Client	_____ Date	_____ Broker	_____ Date

06/26/2007

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# WITHIN YOUR SOI... Exist AGENCY Relationship's that must be **DISCLOSED**

STATE OF NEVADA  
DEPARTMENT OF BUSINESS AND INDUSTRY  
REAL ESTATE DIVISION  
788 Fairview Drive, Suite 200 • Carson City, NV 89701-5453 • (775) 687-4280  
2501 East Sahara Avenue, Suite 102 • Las Vegas, NV 89104-4137 • (702) 486-4033  
Email: [realest@red.state.nv.us](mailto:realest@red.state.nv.us) <http://www.red.state.nv.us>

## AUTHORIZATION TO NEGOTIATE DIRECTLY WITH SELLER

Nevada law permits a real estate licensee to negotiate a sale or lease directly with the seller or lessor with written permission from the listing broker. This form grants that permission with respect to the below-named Seller(s) and the listed property.

- Seller agrees, and the Seller's broker authorizes, that a Buyer's agent or broker may present offers (including subsequent counteroffers) and negotiate directly with the Seller.
- "Negotiate" means (a) delivering or communicating an offer, counteroffer, or proposal; (b) discussing or reviewing the terms of any offer, counteroffer, or proposal; and/or (c) facilitating communication regarding an offer, counteroffer, or proposal and preparing any response as directed.
- Seller understands and agrees that, after accepting an offer, additional contact from the Buyer's agent may be required to obtain disclosures and other documents related to the transaction.
- Seller acknowledges and agrees that Buyer's agent does not represent the Seller, and negotiations pursuant to this authorization do not create or imply an agency relationship between the Buyer's agent and the Seller. Seller understands that he/she should seek advice from Seller's broker and/or financial advisers or legal counsel.
- Seller acknowledges that Seller's broker will provide a copy of this authorization to the Buyer's agent or broker upon request, prior to presenting an offer.

Seller's Name(s): \_\_\_\_\_

Seller's Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ Time: \_\_\_\_\_

Property Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Contract Listing Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Seller's Agent Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ Time: \_\_\_\_\_

Seller's Broker Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ Time: \_\_\_\_\_

06/22/2007

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Phone: (702) 896-6111

Fax: \_\_\_\_\_

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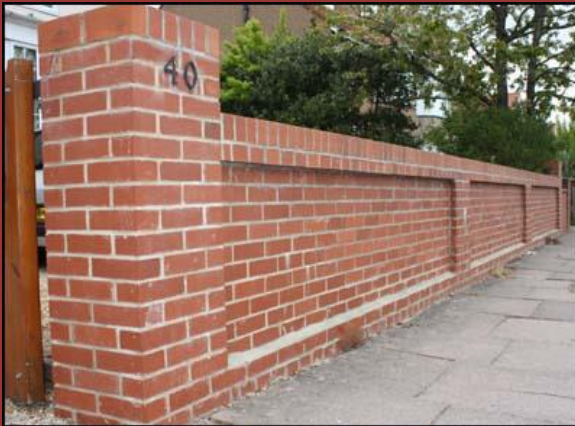
REOG

# Laying one brick at a time





# Laying one brick at a time... to build a wall



# Definition of Insanity

doing the same thing over and over  
again and expecting different  
results.

Albert Einstein

# Class Closing

- ✓ Be sure to sign in and out of class
- ✓ Certificates will be available on line  
@[www.keyrealtyschool.com/certificate](http://www.keyrealtyschool.com/certificate)
- ✓ Specific Questions: email or text Chris Ault @  
email: [chris.ault@stewart.com](mailto:chris.ault@stewart.com)  
text: 775-224-2071
- ✓ Complete course evaluations and turn in at end of class
- ✓ Pick a group of 4-5 people you will work with today

# JUMP



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Stewart Title Supports real Estate professionals  
In Growing Their Profits