

BEFORE THE  
NEW HAMPSHIRE REAL ESTATE COMMISSION  
CONCORD NH 03301

In the Matter of:

File No. 2013-041      NH Real Estate Commission v. Michael D. Keeler, Re: Complaint  
of Joseph S. Haas

Allegations:            RSA 331-A:25-c, I, (a); RSA 331-A:25-c, I, (b), (2)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of real estate, the New Hampshire Real Estate Commission (“Commission”) and Michael D. Keeler (“the Licensee” or “the Respondent”), a real estate broker currently licensed by the Commission until June 9, 2014, agree to resolve certain allegations of professional misconduct now pending before the Commission in accordance with the following terms and conditions:

1. The parties stipulate that the Commission has jurisdiction to institute a disciplinary proceeding against the Respondent pursuant to RSA 331-A:29, I and RSA 541-A:31, V, and if such a proceeding were commenced, the allegations against the Respondent would be:

Complainant Joseph Haas was in an Exclusive Buyer Agency Agreement for “Land, \$0 – \$200,000” with Respondent’s real estate agency. Respondent was the managing broker for the listing agent. Respondent became directly involved after the listing agent reported to him difficulty dealing with Complainant and his requests of the listing agent. The listing agent notified the Complainant she could not continue to represent him and that she wished to terminate the Buyer Agency agreement, but the Complainant would not

sign the termination. When the Complainant came to the office to see the listing agent, Respondent met with him to discuss the relationship. With the belief that the real estate agency could not meet the demands of the Complainant within the parameter of the Buyer Agency agreement, Respondent terminated the Buyer Agency agreement on behalf of the real estate agency. However, Complainant would not sign the termination agreement and complained that the agency would not prepare an offer of \$1 for a commercial property listed for \$325,000.

2. The Respondent acknowledges and does not contest the allegations described in Paragraph 1 above.
3. The Respondent consents to the following, in lieu of the Commission conducting a hearing pursuant to RSA 331-A:28, I. Respondent shall show proof of full attendance at a New Hampshire Real Estate Commission accredited 3-hour continuing education course about Professional Standards (this continuing education course is to be completed by classroom delivery method only and is not to be counted towards Respondent's continuing education requirements) offered between February 13, 2014 and the date that is within ninety (90) days of the effective date of this Settlement Agreement; for a period of 12 months, Respondent shall have no further allegations asserted against him involving termination of an agency agreement by the agency over the objection of the agency's client. Failure to comply with the terms of this Settlement Agreement by Respondent will result in the matter being scheduled for hearing. Successful completion of the terms of the Settlement Agreement will result in the closure of the case without a finding. If the case is closed without a finding, it

will not be considered by the Commission as a violation or prior disciplinary matter in any future disciplinary matter.

4. The Respondent's failure to adhere to any requirement imposed by this Agreement shall be a separate and sufficient ground for disciplinary action by the Commission.
5. Except as provided in Item 3 and 4 above, this Agreement shall forever bar disciplinary action or other adverse action by the Commission based upon the specific allegations described above in Paragraph 1.
6. The Respondent voluntarily signs this Settlement Agreement and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.
7. Respondent understands that his action in entering into this Settlement Agreement is a final act and not subject to reconsideration or judicial review or appeal.
8. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this Settlement Agreement.
9. Respondent understands that the Commission must review and accept the terms of this Settlement Agreement. If the Commission rejects any portion, the entire Agreement shall be null and void. Respondent specifically waives any claims that any disclosures made to the Commission during its review of this Agreement have prejudiced his right to a fair and impartial hearing in the future if this Agreement is not accepted by the Commission.
10. Respondent certifies that he has read this document titled Settlement Agreement. Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the rights to confront

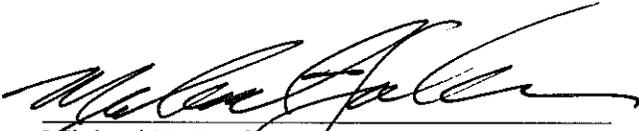
and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this Agreement, he waives these rights as they pertain to the misconduct described herein.

11. The effective date of this Agreement shall be on the date it is signed by the representative of the Commission shown below.

For the Respondent

I, Michael D. Keeler, have reviewed the forgoing Settlement Agreement settling misconduct allegations pending against me, and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this Settlement Agreement. Further, I knowingly and freely waive my right to further notice, opportunity for hearing, substantial evidence, and findings and conclusions with regard to the allegations, which have been settled by the terms of this Settlement Agreement.

Dated: 2, 28, 2014

  
Michael D. Keeler  
Respondent

On this 28 day of February A.D. 20 14  
personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

  
Justice-of-the-Peace/Notary Public

My commission expires: 2/22/17

For the Commission

Dated: March 18<sup>th</sup>, 2014



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Beth A. Edes  
Executive Director  
of the NH Real Estate Commission