

NEW HAMPSHIRE REAL ESTATE COMMISSION

COMMISSION MEETING

JULY 15, 2014

A meeting of the New Hampshire Real Estate Commission was held on Tuesday, July 15, 2014 at 8:30 a.m. in the Real Estate Commission Conference Room, 64 South Street, Concord, New Hampshire 03301.

- I. Meeting was called to order at 8:30 a.m. by Chairman Daniel Jones.
Present: Commissioners Daniel Jones, David Dunn, William Barry, Paul Lipnick, and James Therrien.
- II. On motion by Commissioner Dunn, seconded by Commissioner Therrien, the Commission approved the Minutes of the Commission meeting held on June 17, 2014.

III. APPOINTMENTS

SHOW CAUSE HEARING

8:35 a.m. MICHAEL J. SAVAGE appeared before the Commission for a show cause hearing regarding his criminal history record submitted with his application for an original broker's license. After review and discussion the Commission, on motion by Commissioner Therrien, seconded by Commissioner Lipnick, decided to allow Mr. Savage to apply for his original broker's license. Commissioner Barry was opposed to the decision.

8:40 a.m. RANDY MAYHEW and LYNNE LABOMBARD appeared before the Commission to discuss submitting an on-line component to the 40 hour pre-license course for accreditation. Mr. Mayhew and Ms. LaBombard currently provide a hybrid plan for pre-licensing in Vermont, which includes 32 credit hours of online education from RE Campus Modern Real Estate Practice, and 8 classroom hours of state material. The students are required to complete a final exam, the same as the classroom exam on the state portion, and are provided with the AMP examination guideline book. After review and discussion, the Commission explained to Mr. Mayhew and Ms. LaBombard that this type of course would require an administrative rule change to Rea 301.03 and suggested that they submit a petition for rule change with the proposed amended language.

9:10 a.m. MICHAEL J. LAWLER appeared before the Commission to request reinstatement of his lapsed broker's license pursuant to RSA 331-A:18, II. After review and discussion, the Commission, on motion by Commissioner Dunn, seconded by Commissioner Therrien, denied the reinstatement of Mr. Lawler's broker license due to the lack of good cause for reinstatement as required by RSA 331-A:18, II. The Commission stated to Mr. Lawler that he can apply for a broker license by passing the NH real estate broker's examination, submitting the required 60 hours of approved education, 6 real estate transactions, along with a broker application, and appear for a show cause hearing for real estate brokerage activity he conducted without a real estate license. Commissioner Barry was recused from the discussion and decision.

IV. **HEARING 9:35 AM**

FILE NO. 2014-018 NEW HAMPSHIRE REAL ESTATE COMMISSION VS ANTHONY W. CANER

The following persons were present at the hearing:

Commission: Commissioners David Dunn, Daniel Jones, Paul Lipnick and James Therrien.

Evaluator: Commissioner Barry evaluated the above matter and abstained from participation in the discussion and decision.

Complainant: The NH Real Estate Commission through its Investigator Ann Flanagan

Attorney: Pro Se

Witnesses: William Barry

Respondent: Anthony W. Caner

Attorney: Pro Se

Witnesses: None

V. **DISCUSSION**

PAUL GRIFFIN, the Executive Vice President of the NH Association of Realtors submitted a Request for Declaratory Ruling from the Commission on the Definition of "Reasonable Supervision" as used in RSA 331-A:16, I and II, and RSA 331-A:26, XXVII at the June 17, 2014 meeting. The Commission decided to table its decision at the June meeting to solicit any written or oral comments regarding the petition for Declaratory Ruling from active principal and managing brokers. After review and discussion of all written and oral comments received, the Commission decided to table its decision at the July 15, 2014 meeting, to take in consideration all comments received prior to making a decision. The Request for Declaratory Ruling will be placed on the August 19, 2014 Commission Meeting Agenda.

ADDITIONAL EDUCATION REQUIREMENTS THROUGH HB 421 – HB 421 upon passage will increase the education renewal requirement for licensees renewing in active status by an additional 3 elective hours. The Commission discussed the short timeframe of 60 days after passage that this law would go into effect and decided to allow those licensees who fail to submit the additional 3 elective hours on or after the effective date of the law, an additional 30 days from the effective date to submit the 3 elective hours for renewal.

VI. **OTHER BUSINESS**

1. The Commission unanimously approved the following date for the August meeting:

August 19, 2014 at 8:30 a.m.

2. CASE EVALUATIONS

- (a) FILE NO. 2013-037 & 2014-008

Evaluator: Commissioner Therrien

Determination: On motion by Commissioner Dunn, seconded by Commissioner Barry, the Commission approved the evaluating commissioner's determination that the matter in File Nos. 2013-037 & 2014-008 against the same Respondent should be heard and consolidated into one hearing.

- (b) FILE NO. 2014-032

Evaluator: Commissioner Lipnick

Determination: On motion by Commissioner Dunn, seconded by Commissioner Barry, the Commission approved the evaluating commissioner's determination that the matter should be heard, hearing to be scheduled. Commissioner Therrien was recused from the discussion and decision.

- (c) FILE NO. 2014-033

Evaluator: Commissioner Barry

Determination: On motion by Commissioner Therrien, seconded by Commissioner Lipnick, the Commission approved the evaluating commissioner's determination of no violation, no hearing necessary.

- (d) FILE NO. 2014-034

Evaluator: Commissioner Lipnick

Determination: On motion by Commissioner Dunn, seconded by Commissioner Therrien, the Commission approved the evaluating commissioner's determination that the matter should be heard, hearing to be scheduled.

- (e) FILE NO. 2014-028

Evaluator: Commissioner Jones

Determination: On motion by Commissioner Therrien, seconded by Commissioner Barry, the Commission approved the evaluating commissioner's determination of no violation, no hearing necessary.

(f) FILE NO. 2014-027

Evaluator: Commissioner Jones

Determination: On motion by Commissioner Dunn, seconded by Commissioner Therrien, the Commission approved the evaluating commissioner's determination of no violation, no hearing necessary.

(g) FILE NO. 2014-025

Evaluator: Commissioner Jones

Determination: On motion by Commissioner Dunn, seconded by Commissioner Therrien, the Commission approved the evaluating commissioner's determination of no violation, no hearing necessary.

(h) FILE NO. 2013-025

Evaluator: Commissioner Dunn

Determination: On motion by Commissioner Therrien, seconded by Commissioner Barry, the Commission approved the evaluating commissioner's determination that the matter should be heard, hearing to be scheduled.

3. SETTLEMENT AGREEMENTS

The following Settlement Agreements were approved by the Commission and are attached to the Minutes of this meeting:

- (1) FILE NO. 2014-026 NEW HAMPSHIRE REAL ESTATE COMMISSION VS ALINA J. TOBIN
- (2) FILE NO. 2014-005 NEW HAMPSHIRE REAL ESTATE COMMISSION VS JEFFREY J. JONAS
- (3) FILE NO. 2013-027 NEW HAMPSHIRE REAL ESTATE COMMISSION VS MICHAEL CAQUETTE & ALAN R. RICE (Settlement Agreement for Alan Rice)
- (4) FILE NO 2014-042 NEW HAMPSHIRE REAL ESTATE COMMISSION VS MARY E. BLIGH & ALAN RICE (Settlement Agreement for Alan Rice)

4. COURSE ACCREDITATIONS AND RE-ACCREDITATIONS

The following continuing education courses were approved for accreditation by the Commission:

THERE IS SOMETHING NEW UNDER THE SUN
Course Provider: International Council of Shopping Centers

1 HOUR

WHO IS THE CHANGING CONSUMER & HOW WILL THEY IMPACT SHOPPING CENTER DEVELOPMENT, LEASING & MARKETING 1 ½ HOURS
Course Provider: International Council of Shopping Centers

AVOIDING OVERPROMISE IN THE PUBLIC ARENA 3 HOURS
Course Provider: NH CIBOR

This was the second course that the NH CIBOR presented to licensees prior to receiving accreditation and requested retroactive accreditation so that the attendees could receive continuing education credit for the course. The Commission decided to allow retroactive credit for this course, so that NH CIBOR could provide 3 credit continuing education hours to the attendees at the course presented prior to receiving accreditation, but directed the Executive Director to notify NH CIBOR that in the future there will be no retroactive accreditation for courses that are not submitted in a timely manner.

The following continuing education courses were approved for re-accreditation by the Commission:

REAL ESTATE FINANCE TODAY 3 HOURS
Course Provider: Deborah Austin-Brown

MORTGAGE FRAUD AND PREDATORY LENDING: WHAT EVERY AGENT SHOULD KNOW (Internet) 3 HOURS
Course Provider: Dearborn Real Estate Education

FAIR HOUSING 2 HOURS
Course Provider: ABC Real Estate Training Institute

PREPARING TO NEGOTIATE (Internet) 2 HOURS
Course Provider: CCIM Institute

HELPING CLIENTS SUCCEED AT THE NEGOTIATING TABLE 3 HOURS
Course Provider: Roger Turcotte and Company

ENVIRONMENTAL ISSUES 2 HOURS
Course Provider: ABC Real Estate Institute

The following pre-licensing education courses were approved for re-accreditation by the Commission:

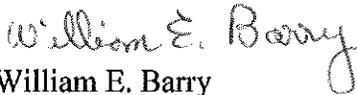
PRE-LICENSING 40 HOURS
Course Provider: Caron's Gateway School of Real Estate

PRE-LICENSING Course Provider: Workshops for Modern Real Estate	40 HOURS
PRE-LICENSING Course Provider: John Doran	40 HOURS
PRE-LICENSING Course Provider: New Hampshire Technical Institute	40 HOURS

VII. **ADJOURNMENT**

On a motion by Commissioner Therrien, seconded by Commissioner Lipnick, Chairman Daniel Jones adjourned the meeting at 12:41 p.m.

Respectfully submitted,


William E. Barry
Acting Clerk

BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

In the Matter of:

File No. 2014-026 New Hampshire Real Estate Commission v. Alina J. Tobin Re:
Complaint of Margot J. Gibbs
Allegations: RSA 331-A:26, XXIX; RSA 331-A:26, XXXVI

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 Alina J. Tobin (“the Licensee” or “the Respondent”), a real estate broker currently licensed by the Commission until February 15, 2016, 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:

Respondent admits she made a mistake by giving her buyer-client the lock box access to enter Complainant’s property without the knowledge or permission of the seller (Complainant) or the listing agent. The P&S agreement allowed the buyer to enter the property to remove basement carpet, but not to otherwise have unrestricted access to the property.

2. The Respondent acknowledges and does not contest the allegations described in Paragraph 1 above.

3. The Respondent consents to the Commission imposing the following discipline, pursuant to RSA 331-A:28, I. The Respondent shall pay a disciplinary fine in the amount of one-thousand dollars (\$1,000) to the New Hampshire Real Estate Commission, payable to the Treasurer State of New Hampshire within sixty (60) days of the effective date of this Settlement Agreement. Failure to comply with this disciplinary Settlement Agreement by Respondent will result in the suspension of Respondent's real estate license until the fine is paid.
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 further disciplinary action or other adverse action by the Commission based upon the specific allegations described above in Paragraph 1, provided, however, that this Agreement may be considered by the Commission in determining whether the Respondent has engaged in a pattern of misconduct, or in determining the nature of any sanctions which may be imposed in any subsequent disciplinary proceeding arising out of different misconduct allegations.
6. The Respondent voluntarily signs this Settlement Agreement and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.
7. Respondent understands that her action in entering into this 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 her choosing in connection with her decision to enter into this Agreement.
9. Respondent understands that the Commission must review and accept the terms of this 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 her right to a fair and impartial hearing in the future if this Agreement is not accepted by the Commission.
10. Respondent certifies that she has read this document titled Settlement Agreement. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her 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, she 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, Alina J. Tobin, 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: 06-18, 2014

Alina J. Tobin
Alina J. Tobin
Respondent

On this 18th day of June A.D. 2014
personally appeared the person who subscribe to the following instrument and acknowledged the same as her voluntary act and deed before me.



Arlene Hajjar
Justice of the Peace/Notary Public

My commission expires:
June 22, 2016

For the Commission

Dated: 7/15, 2014

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

BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

In the Matter of:

File No. 2014-005 NH Real Estate Commission v. Jeffrey J. Jonas
Allegations: RSA 331-A:26, I; Rea 401.01 (a), (21)

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 Jeffrey J. Jonas (“the Licensee” or “the Respondent”), a real estate broker currently licensed by the Commission until March 25, 2016, 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:

Respondent submitted his New Hampshire real estate broker license renewal application to the Commission which was received at the Commission office on March 13, 2012, and he answered “No” to question #8: “Have any licenses which you have held to sell real estate been subject to disciplinary action in any state since your last original or renewal application.” In October 2011, Respondent entered into a Stipulation & Consent Order Docket No. 2010-734 with the Vermont Real Estate

Commission for noncompliance with administrative duties. As the Stipulation states: "Respondent explained that he had completed the Realtors Code of Ethics class and inadvertently believed that this was the Mandatory Course when he filed his online renewal application." The Stipulation required Respondent to pay a \$250 "monetary civil penalty" under 3 V.S.A. Section 129(a)(3). It expressly stated: "the Real Estate Commission does NOT make a finding of unprofessional conduct." (Emphasis in original.) The Stipulation was approved by the Vermont Real Estate Commission on October 17, 2011.

2. The Respondent acknowledges and does not contest the allegations described in Paragraph 1 above.
3. The Commission believes that due to the fact the Respondent had entered into a Stipulation and Consent Order with the Vermont Real Estate Commission, Respondent should not have answered question #8 with a "no" answer, but instead should have answered "yes" and submitted the explanation offered as part of this Settlement Agreement with his renewal application to the New Hampshire Real Estate Commission.
4. Both parties desire to resolve this action informally pursuant to Rea 204.06 without a hearing on the merits. Respondent consents to the Commission imposing the following remedy which does not constitute discipline or disciplinary action by the Commission against Respondent under RSA 331-A:28. The Respondent shall pay two-hundred and fifty dollars (\$250) to the New Hampshire Real Estate Commission

(in an instrument made payable to the Treasurer State of New Hampshire) within thirty (30) days of the effective date of this Settlement Agreement. Failure to comply with this Settlement Agreement by Respondent will result in the suspension of Respondent's real estate license until this amount is paid, and shall be a separate and sufficient ground for action by the commission.

5. Except as provided in Item 4 above, this Agreement shall forever bar further disciplinary action or other adverse action by the Commission based upon the specific allegations described above in Paragraph 1. provided, however, that this Agreement may be considered by the Commission in determining whether the Respondent has engaged in a pattern of misconduct, or in determining the nature of any remedies which may be imposed in any future proceeding.
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 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 Agreement.
9. Respondent understands that the Commission must review and accept the terms of this 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.

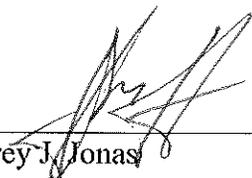
Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present 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, Jeffrey J. Jonas, 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, 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: 6/23, 2014



Jeffrey J. Jonas
Respondent

On this 23rd day of June A.D. 2014
personally appeared the person who subscribe to the following instrument and acknowledged the same as his voluntary act and deed before me.





Justice of the Peace/Notary Public

My commission expires:
3/19/2016

For the Commission

Dated: 7/15, 2014



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

BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

In the Matter of:

File No. 2013-027 NH Real Estate Commission v. Michael Caouette & Alan R. Rice
Allegations: RSA 331-A:26, XXVII

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 Alan R. Rice ("the Licensee" or "the Respondent"), a real estate broker currently licensed by the Commission until December 13, 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:

Michael Caouette entered into a Settlement Agreement with the NH Real Estate Commission regarding this complaint. Michael Caouette advertised his services as a real estate licensee on his website <http://michaelcaouette.com> using his cell phone number labeled as work number (603-674-9850) and his direct number labeled as voice mail (603-836-4562) without also including and identifying the firm office phone number (603-232-8282). Michael Caouette also had a large electronic

billboard on South Willow Street in Manchester NH with only his cell phone number. As the principal broker of MAARECO, LLC dba: Keller Williams Realty Metropolitan, Respondent is responsible for supervision of the advertising activities of Michael Caouette. Michael Caouette replied to the complaint that he received the instructions from his principal broker Respondent to make sure the firm office phone number was included in all advertising but that he missed changing one website and the billboard. Respondent replied to the complaint and provided evidence that after a previous violation he had quite thoroughly addressed this issue with his agents.

2. The Respondent acknowledges and does not contest the allegations described in Paragraph 1 above.
3. Respondent acknowledges there was an advertising violation by his agent, and Respondent has documented the numerous steps he has taken to help ensure it does not happen again. These steps included: repeated reminders concerning advertising requirements in multiple media formats and requiring ads to be approved in advance. The Commission agrees that Respondent's actions and policies within the real estate agency are proper for resolution of the 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 further disciplinary action or other adverse action by the Commission based upon the specific allegations described above in Paragraph 1, provided, however, that this Agreement

may be considered by the Commission in determining whether the Respondent has engaged in a pattern of misconduct, or in determining the nature of any sanctions which may be imposed in any subsequent disciplinary proceeding arising out of different misconduct allegations.

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 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 Agreement.
9. Respondent understands that the Commission must review and accept the terms of this 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, Alan R. Rice, 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: 7/11, 2014

[Signature]
Alan R. Rice
Respondent

On this 1st day of July A.D. 2014
personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

[Signature]
Justice of the Peace/Notary Public



My commission expires:
DEBRA LEVINE, Commissioner of Deeds
My Commission Expires February 6, 2018

For the Commission

Dated: 7/15, 2014



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

BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

In the Matter of:

File No. 2013-042 NH Real Estate Commission v. Mary E. Bligh & Alan R. Rice
Allegations: RSA 331-A:26, XXVII

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 Alan R. Rice ("the Licensee" or "the Respondent"), a real estate broker currently licensed by the Commission until December 13, 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:

Mary Bligh entered into a Settlement Agreement with the NH Real Estate Commission regarding this complaint. Mary Bligh had advertised property located at 861 Union Street Manchester NH (10/1/13 printout) using her direct office phone number (603-836-2652) only and her services as a real estate licensee on her website <http://marybligh.yourkwagent.com> (10/2/13 printout) using her cell phone number (603-533-8369) and her direct number (603-836-2652) without

also including and identifying the firm office phone number (603-232-8282). As the principal broker of MAARECO, LLC dba: Keller Williams Realty Metropolitan, Respondent is responsible for supervision of the advertising activities of Mary Bligh. Mary Bligh replied to the complaint that her broker Respondent Alan Rice constantly instructs the agents in their real estate office about advertising compliance. Mary Bligh stated to the Commission Investigator on 12/5/13 that prior to this complaint she misunderstood that her office direct number did not comply with the requirement to include the firm office phone number. Mary Bligh stated to the Commission Investigator on 12/5/13 that her office provided banners identifying the firm office phone number but she didn't have enough for all her signs so she ordered more banners herself. Mary Bligh stated to the Commission Investigator on 12/5/13 that she added a banner containing the firm office phone number to the sign at 861 Union Street Manchester NH after this complaint and that the property has sold and the sign is no longer at the property. Mary Bligh stated to the Commission Investigator on 12/5/13 that she was in the process of ordering new signs to clearly identify the phone numbers and to include "Metropolitan" with the Keller Williams Realty logo. Mary Bligh's Keller Williams website has been changed to include the firm office phone number and "Metropolitan". Respondent replied to the complaint and provided evidence that after a previous violation he had quite thoroughly addressed

this issue with his agents.

2. The Respondent acknowledges and does not contest the allegations described in Paragraph 1 above.
3. Respondent acknowledges there was an advertising violation by his agent, and Respondent has documented the numerous steps he has taken to help ensure it does not happen again. These steps included: repeated reminders concerning advertising requirements in multiple media formats and requiring ads to be approved in advance. The Commission agrees that Respondent's actions and policies within the real estate agency are proper for resolution of the 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 further disciplinary action or other adverse action by the Commission based upon the specific allegations described above in Paragraph 1, provided, however, that this Agreement may be considered by the Commission in determining whether the Respondent has engaged in a pattern of misconduct, or in determining the nature of any sanctions which may be imposed in any subsequent disciplinary proceeding arising out of different misconduct allegations.
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 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 Agreement.
9. Respondent understands that the Commission must review and accept the terms of this 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, Alan R. Rice, 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: 7/1, 2014 Alan R. Rice
Alan R. Rice
Respondent

On this 1st day of July A.D. 2014
personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.



Debra Levine
Justice of the Peace/Notary Public

My commission expires:

DEBRA LEVINE, Commissioner of Deeds
My Commission Expires February 6, 2018

For the Commission

Dated: 7/15, 2014 Both R. Eds

SETTLEMENT AGREEMENT

FILE NO. 2013-042

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