

BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

In the Matter of:

File No. 2018-043 Jennifer Seabrooke
Salesperson License# 069254

Allegations:

RSA 331-A:25-c, Buyer Agent; Duties;
RSA 331-A:25-e Duty of Designated Agent;
RSA 331-A:26, XXVII Prohibited Conduct.

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 Jennifer Seabrooke ("Respondent"), a real estate salesperson currently licensed in the State of New Hampshire, 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 NH RSA 331-A:28, RSA 331-A:29, I and RSA 541-A:31, V, and if such proceeding were commenced, the allegations against the Respondent would be:

2. Respondent, a NH licensed real estate salesperson, failed to incorporate a hot tub into the fully executed purchase and sales agreement or any subsequent addendum, knowing her client requested the hot tub to be part of the transaction. Specifically, on June 4, 2018 Buyer sent an email to Respondent at 8:01 AM in which she wrote in part, "...I expect the hot tub to remain." Respondent responded on the same date at 8:20 AM writing in part "Yes, hot tub remains." On the same date, a detailed "Addendum to the Purchase and Sales Agreement" was drafted by Respondent and fully executed by all parties to the contract on June 5, 2018. Respondent failed to include the hot tub in the addendum which resulted in the hot tub being outside the scope of the transaction.
3. Respondent's actions are in violation of RSA 331-A:25-c (Buyer Agent Duties) and 331-A:26, XXVIII (Breach of Fiduciary Duties).
4. Respondent acknowledges that this conduct set forth in paragraph(s) 2 and 3 constitute grounds for the Commission to impose disciplinary sanctions against Respondent pursuant to the New Hampshire Real Estate Practice Act, NH RSA 331-A and New Hampshire Real Estate rules and regulations.

WHEREFORE, the Respondent consents to the Commission imposing the following discipline pursuant to RSA 331-A:28. I:

- A. 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 two hundred fifty dollars (\$250)** to the New Hampshire Real Estate Commission, payable to the Treasurer State of New Hampshire within thirty (30) days of the effective date of this Settlement Agreement.
- B. Respondent agrees to meaningfully participate in a **2- hour commission approved continuing education class in the area of Contracts**. The course must be taken in a classroom setting. These hours shall be in addition to the hours required by the commission for renewal of licensure and shall be completed within Sixty (60) days from the effective date of this Settlement Agreement. Within fifteen (15) days of completing these hours, Respondent shall notify the Commission and provide the original certificate of completion.
- C. The Commission may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Commission regarding Respondent's license. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct and shall serve as a separate and sufficient basis for further disciplinary action by the Commission.
- D. Except as provided herein, this Settlement Agreement shall bar the commencement of further disciplinary action by the Commission based upon the misconduct described above. However, the Commission may consider this misconduct as evidence of a pattern

of conduct in the event that similar misconduct is proven against Respondent in the future.

- E. This *Settlement Agreement* shall become a permanent part of the Respondent's file, which is maintained by the Commission as a public document.
- F. Respondent voluntarily enters into and 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.
- G. The Commission agrees that in return for Respondent executing this *Settlement Agreement*, the Commission will not proceed with the formal adjudicatory process based upon the facts described herein.
- H. Respondent understands that her action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
- I. 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 *Settlement Agreement*.
- J. Respondent understands that the Commission must review and accept the terms of this *Settlement Agreement*. If the Commission rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Commission during its review of this *Settlement Agreement* has prejudiced her right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Commission.

K. 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 right 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, quality and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, she waives these rights as they pertain to the misconduct described herein. This *Settlement Agreement* shall take effect as an Order of the Commission on the date it is signed by an authorized representative of the Commission.

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APR 01 2019

STATE OF NH
OPLC TECH

FOR RESPONDENT

I, Jennifer Seabrooke, have reviewed the foregoing 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, Jennifer Seabrooke knowingly and freely waives the 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: March 29, 2019


Jennifer Seabrooke
Respondent

On this 29th day of March A.D. 2019 personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

HEATHER R. CHICK
Commissioner of Deeds - New Hampshire
My Commission Expires June 20, 2023


Justice of the Peace/Notary Public

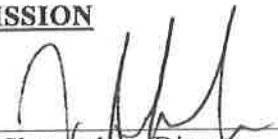
My commission expires:

FOR THE COMMISSION

Dated: 4/2, 2019

Amount 250-

Check # 449


Joseph G. Shoemaker, Director
Division of Technical Professions
NH Office of Professional Licensure and Certification
Authorized Representative of the NH Real Estate
Commission