

I MINA'TRENTAI OCHO NA LIHESLATURAN GUÅHAN

2025 (FIRST) Regular Session

VOTING RECORD

| Bill No. 77-38 (COR) | Speaker Antonio R. Unpingco Legislative Session Hall Guam Congress Building October 3, 2025 | | | | | |
|----------------------------------|--|-----|--------------------------|-------------------------|--------|---------|
| NAME | Yea | Nay | Not Voting/ Abstained | Out During Roll Call | Absent | Excused |
| Vice Speaker V. Anthony Ada | ✓ | | | | | |
| Senator Chris Barnett | ✓ | | | | | |
| Speaker Frank F. Blas, Jr. | ✓ | | | | | |
| Senator Vincent A.V. Borja | | | | | ✓ | ✓ |
| Senator Shelly V. Calvo | ✓ | | | | | |
| Senator Christopher M. Dueñas | ✓ | | | | | |
| Senator Eulogio Shawn Gumataotao | ✓ | | | | | |
| Senator Jesse A. Lujan | ✓ | | | | | |
| Senator Tina Rose Muña Barnes | ✓ | | | | | |
| Senator William A. Parkinson | ✓ | | | | | |
| Senator Sabina Flores Perez | ✓ | | | | | |
| Senator Sabrina Salas Matanane | ✓ | | | | | |
| Senator Joe S. San Agustin | ✓ | | | | | |
| Senator Telo T. Taitague | ✓ | | | | | |
| Senator Therese M. Terlaje | ✓ | | | | | |

TOTAL

14

0

1

1

Yea

Nay

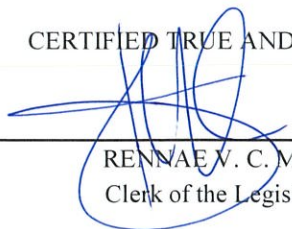
Not Voting/
Abstained

Out During
Roll Call

Absent

Excused

CERTIFIED TRUE AND CORRECT:



 RENNAE V. C. MENO
 Clerk of the Legislature

I = Pass

I MINA'TRENTAI OCHO NA LIHESLATURAN GUÅHAN
2025 (FIRST) Regular Session

Bill No. 77-38 (COR)

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Introduced by:

Telo T. Taitague

**AN ACT TO ADD A NEW § 104116.1 TO ARTICLE 1,
CHAPTER 104, TITLE 21, GUAM CODE ANNOTATED,
RELATIVE TO CLARIFYING REAL ESTATE
BROKERAGE AGREEMENTS.**

1 **BE IT ENACTED BY THE PEOPLE OF GUAM:**

2 **Section 1. Legislative Findings and Intent.** *I Liheslaturan Guåhan* finds
3 that there is a need to update current real estate law to ensure consumer protection
4 for sellers, lessors, buyers, and lessees and to create a level playing field that would
5 best be achieved through the use of real estate brokerage agreements.

6 Therefore, it is the intent of *I Liheslaturan Guåhan* to require written real
7 estate brokerage agreements for all real estate transactions to ensure transparency
8 and promote a level playing field within the real estate industry.

9 **Section 2.** A new § 104116.1 is *added* to Article 1, Chapter 104, Title 21,
10 Guam Code Annotated, to read:

11 **“§ 104116.1. Real Estate Brokerage Agreement.**

12 Prior to commencement of brokerage services, a written real estate
13 brokerage agreement must be entered into between a real estate brokerage
14 represented by a licensed real estate broker or licensed real estate salesman,
15 and a real estate seller, lessor, buyer, or lessee.

1 The brokerage agreement shall be in writing and a copy shall be
2 provided to the seller, lessor, buyer, or lessee within three (3) business days
3 of the time of signing. The original and all electronic files shall be retained by
4 the real estate brokerage.

5 (a) A brokerage agreement with the seller or lessor shall:

6 (1) include a definite start date and expiration date,
7 which is effective without notice to the seller or lessor;

8 (2) state the amount of compensation to be paid to the
9 brokerage, including authorization to receive the compensation
10 from a person other than the seller or lessor;

11 (3) state whether the brokerage is authorized to
12 cooperate and share compensation with another brokerage and to
13 specify the amount of the compensation described as a
14 percentage of the purchase price, a specific dollar amount, or a
15 combination of both;

16 (4) explain the events or conditions that will entitle the
17 brokerage to a commission or other compensation; and

18 (5) contain a provision for the cancellation of the
19 brokerage relationship by either the seller or lessor or brokerage
20 or by mutual agreement.

21 (b) The brokerage agreement with a buyer or lessee shall:

22 (1) include a definite start date and expiration date,
23 which is effective without notice to the seller or lessor;

24 (2) state the amount of compensation to be paid to the
25 brokerage described as a percentage of the purchase price, a
26 specific dollar amount, or a combination of both;

1 (3) state whether the brokerage is authorized to receive
2 some or all of the compensation to be paid from a person other
3 than the buyer or lessee;

4 (4) state the buyer's or lessee's rights and obligations
5 regarding the compensation to be paid to the brokerage and if the
6 brokerage is authorized to receive some or all of the
7 compensation to be paid from a person other than the buyer or
8 lessee;

9 (5) explain the events that must occur or conditions that
10 must be met in order for the brokerage to be entitled to a
11 commission or other compensation; and

12 (6) contain a provision for the cancellation of the
13 brokerage relationship by either the buyer or lessee or brokerage
14 or by mutual agreement.”

15 **Section 3. Severability.** If any provision of this Act or its application to any
16 person or circumstance is found to be invalid or inorganic, such invalidity shall not
17 affect other provisions or applications of this Act that can be given effect without
18 the invalid provision or application, and to this end the provisions of this Act are
19 severable.

20 **Section 4. Effective Date.** This Act shall be effective upon enactment.