

MLS & Rules Committee

Agenda / Action Items



Date: 05.16.2024

Time: 1:00pm

Locati LBOR Office

Co-Chairperson: Beth Ham

Co-Chairperson: Vanessa Schmidt

Staff Liaison: Linda Manley & Rob Hulse

Committee Members: See Roster/Attendance Handout

AGENDA ITEMS

No	Topic	Done	Notes/Update
1	Review Previous Meeting Minutes from 2.22.2024		
2	Update from LMLS Staff		
	a. NAR Settlement Town Hall Session - all MLS & Rules Committee Members are welcome.		
	b. LMLS Timeline		
	c. Legal Hotline question regarding Letters of Intent (LOI)		
3	Discuss Pre-MLS or Coming Soon for the Lawrence MLS.		
4	Discuss Qustion regarding Early Signed Listing Agreements.		
5	Update from the Contracts and Forms Sub-Committee		
	a. Actively working on Listing Agreement, Buyer Agreement, and Sales Contract (next meeting on May 23rd at 1pm (90 min)		
	a. Create a Cooperation and Compensation Agreement for use with Non-Members.		
	b. Consider a Property Touring Form		
	c. Contracts and Forms Sub-Committee to become a Standing Committee of the LBOR.		
8	Consider Tabled Topics?		
	a. Readily Available to Show.		
	b. Fair and Equal Access for all.		
	c. Do we need policy/rules regarding Ancillary Dwelling Units (ADUs)?		
	d. Define "Reasonably Prominent" in IDX Rules.		
9	Next Meeting: _____		
10	Adjourn:		

MLS & RULES COMMITTEE ACTION ITEMS

No	Action	Due Date	Responsible Member	In Process	Done	Notes/Update
	Statistical Reporting Policy - Add to Governing Docs	06.01.2024	LMLS Staff - Rob	√		Draft included on Agenda for
	Statistical Reporting Policy - Communicate new Policy to Membership	06.01.2024	LMLS Staff - Rob	√		Draft included on Agenda for 3/21/2024.
	Publish Updated SPCD with new statement regarding a property's use - subject to regulations.	06.01.2024	LMLS Staff - Rob	√		Draft included on Agenda for 3/21/2024.
	Communicate that Production Awards have been permanently discontinued.	06.01.2024	LMLS Staff - Rob	√		Approved by Board of Directors on 04.05.2024
	Add general language to the SPCD - Buyers understand that a property's use is subject to regulations.	03.21.2024	LMLS Staff - Rob	√		Update approved by Board of Directors on 04.05.2024
	Rocommend Citation Schedule for adoption and pass along to Professional Standards Committee	03.21.2024	LMLS Staff - Rob		√	
	Create a new Citation (fine) Policy/Schedule and return to Committee with recommendation.	03.01.2024	LMLS Staff - Rob		√	
	Zillow - configure with at Time/Date stamp to display in chronological order as a new listing.	03.01.2024	LMLS Staff - Rob		√	
	Present recommendation from MLS & Rules to expand photos to 100 in Paragon.	11.13.2023	LMLS Staff - Rob		√	
	Remove "Total Bedrooms" field from Input/Search	02.19.2024	LMLS Staff - Rob		√	Need to update LawrenceRealtor.com
	Create a new Detail Report specific to feedback provided by Appraisers.	In Appraiser's Hands at this time.	Member Appraiser and LMLS Staff	√		Waiting on the Appraiser for noted changes.
	Arrange Bath Fields so that they are grouped together in the Paragon Input view.	02.19.2024	LMLS Staff - Rob		√	
	Remove Buyer Name Field - Present Committee Recommendation to Board of Directors	02.19.2024	LMLS Staff - Rob		√	

MLS & Rules Committee Minutes

March 21, 2024 – 1:30pm.

Previous Meeting Minutes Reviewed –

It was moved and seconded to approve minutes. Motion passed.

MLS Staff Report:

Reviewed NAR Settlement Agreement

The Committee discussed Statistical Reporting in Paragon – Is it best to issue a best practice or recommend a new policy for approval by the Board of Directors.

It was moved and seconded, to establish the following policy:

Agents are not to share aggregate sales production data from in the MLS, including the use of statistical reporting, other than their own personal production/sales/data for comparison purposes. Motion Passed.

Next, the Committee reviewed the updated Sellers Property Condition Disclosure

It was moved and seconded to approve the new language in the last page of the SPCD as proposed by staff, with an additional insertion of the line in the Zoning - Section H. Motion Passed.

Next, the Committee discussed Sales Production Awards.

It was moved and seconded to ask the Board of Directors to create a PAG to study the practice of LBOR Production Awards, for a recommendation to the Board of Directors by December 1st of 2024. **Motion was rescinded.**

In continued discussion on Sales Production:

It was moved and seconded to discontinue annual production awards. Motion Passed.

Discussion for tabled items will resume at the next meeting, scheduled on May 16th at 1:30pm.

Meeting was adjourned at 3:00pm.

MLS & Rules Committee 2024	Role	1/25	2/22	3/21	May 16	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Present P	Excused E	Unexcused U
		Thu	Thu	Thu	Thu	June	July	Aug.	Sept.	Oct.	Nov.	Dec.			
Elizabeth Ham	Co-Chairperson	P	P	P											
Vanessa Schmidt	Co-Chairperson	P	P	AL											
Angela Shopper	Committee Member	P	P	P											
Anna Clemente	Committee Member	U	P	P											
Bailey Stuart	Committee Member	P	P	P											
Cheri Drake	Committee Member	P	P	P	E										
Chris Earl	Committee Member	P	E	P											
Cindy Glynn	Committee Member														
Danny Freeman	Committee Member	P	P	E											
Deanna Dibble	Committee Member														
Emily Robertson	Committee Member														
Erin Maigaard	Committee Member	P	U	P											
Katherine Moore	Committee Member	U	P - Z	P											
Lindsay Landis	Committee Member	P	P	P											
Michelle Roberts-Freeman	Committee Member	AL-E	P	P											
Nicholas Lerner	Committee Member	P	P	P											
Ryan Desch	Committee Member	P	AL-Z	P											
Taylor LaRue	Committee Member	P	P	P											
William Perkins	Committee Member	P	P	P											
Zach Dodson	Committee Member	E	E	P											
Jill Ballew	President														
Linda Manley	LBOR	P	E	P											
Rob Hulse	LBOR	P	P	P											

Z = Zoom

AL = Arrived Late

LE = Left Early

Rob Hulse

Subject: FW: Legal Hotline Question

Is a LOI a Contract? Does it rise to the occasion as Under Contract in an MLS?

First: Both Vern Jarboe and Danielle Davey say “It Depends.”

- From Vern:
I do not know how that could be answered without looking at the LOI – **generically** an LOI is not binding and represents only a good faith agreement to pursue a contract and therefore would not be a contract, but the devil would be in the details. Sometimes the LOI prevents seller from pursuing other offers, but it does seem likely that even if it is a contract a second buyer can make a back up offer.
- From Danielle:
Vern beat me to it, but I was typing out that “it depends” on the language of the LOI. I would say that an LOI is a contract between the parties and may provide some enforceable rights between the parties, but it is not a sales contract because it lacks a definite purchase price, method of payment and closing date.

Next, In continued discussion, with Danielle’s help, we arrived at the following:

- An LOI generally does not constitute a sales contract;
- Absent all the necessary elements of a sales contract, an LOI is not a qualifying event resulting in the status of Under Contract in the MLS
- Absent a specific restriction on the marketing of the property in the LOI, the property should remain “Active” in the MLS
- A current LOI should be disclosed to alternative buyers.
- If a Seller so directs, upon Seller’s written authorization the property could be “Withdrawn” from the MLS (still subject to a current Exclusive Right of Sale) while the parties in the LOI work toward their contract.

Follow up Question:

Does an LOI or Lot Reservation agreement require a Transaction ID # and file per KREC guidelines?

- I would err on the side of caution and say yes. The KREC website does require that transaction files include (among other things) lot reservation agreements, options, and any other record generated in connection with the transaction. I think an LOI probably falls into that type of document that needs to be maintained in a transaction file.

Thanks,
Rob

Rob Hulse, RCE, AHWD

Executive Vice-President

Lawrence Board of REALTORS®

Lawrence Multiple Listing Service

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LawrenceRealtor.com



Cooperation Agreement Between Brokers

1 The undersigned Brokers, hereinafter referred to as "Listing Broker" and "Selling Broker," desiring to
2 cooperate in the sale of real property described as:

3 _____
4 _____
5 _____

6
7 Hereby agree as follows:

8 1. Licensee assisting Buyer shall be (check One (1) of the following):

- 9 Transaction Broker
- 10 Subagent of Listing Broker
- 11 Buyer's Agent
- 12 Designated Buyer's Agent

13 2. Licensee assisting Seller hereby authorizes the Selling Broker to offer the above property
14 (check all that apply):

- 15 For Sale
- 16 For Exchange
- 17 For Lease and to accept a deposit thereon

18 3. Listing Broker authorizes Selling Broker to offer the above property for sale, exchange or lease
19 as herein above provided in accordance with the terms and conditions of the Listing Agreement
20 entered into between Listing Broker and Seller.

21 4. Selling Broker agrees to submit all offers to Listing Broker and agrees further that
22 Selling Broker shall not present any offers directly to the Seller, without Listing Broker's prior
23 written consent.

24 5. In the event a sale, exchange, or lease of the above property is made to an offeror produced by
25 Selling Broker, Listing Broker agrees, upon completion of the transaction, to pay to
26 Selling Broker _____ (% of the selling price or dollar amount). If Listing Broker and Seller
27 modify the Listing Agreement with respect to the brokerage fee payable, such modification shall,
28 upon written consent of the Selling Broker, be binding upon Selling Broker.

29 6. Selling Broker agrees to use courtesy and consideration for the Seller in showing property
30 and to follow Listing Broker's instructions for showing the property.

31 7. The agreement shall be effective when signed by both the Listing Broker and Selling Broker
32 and shall terminate upon the Seller's entering into and closing a contract for the sale, exchange
33 or lease of the property, or on _____, 20____, whichever shall first
34 occur.

35 8. While this agreement shall be in effect, Selling Broker shall not contact or communicate with
36 the Seller without authorization and shall not accept any authorization from the Seller to sell,
37 exchange or lease said property.

38 9. It is expressly understood that this agreement does not extend to Brokers other than the
39 undersigned.

41 _____	_____
42 Listing Brokerage	Selling Brokerage
43 _____	_____
44 _____	_____
45 Broker's Signature	Broker's Signature
_____	_____
46 _____	_____
47 Licensee Assisting Seller	Licensee Assisting Buyer

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 10/21. All previous versions of this document may no longer be valid. Copyright January 2024.



AUTHORIZATION TO SHOW AND PAY BUYER BROKER
(Use When Showing Buyer a Property Sold by An Unrepresented Seller)

Seller _____
for Property known as _____
Buyer Broker _____
Buyer _____

- 1. **Show Property:** Seller consents to the showing of the above referenced Property by Buyer Broker to Buyer on _____ and at such future times as agreed to by Seller and Buyer Broker.
- 2. **Purchase Price:** The Property is offered for sale at a price of _____ Dollars (\$ _____) or any other price agreed upon in writing.
- 3. **Commission:** If Buyer enters into a Contract with Seller to purchase the above referenced Property within _____ days from the date of this Agreement, Seller agrees to pay Buyer Broker a real estate commission equal to _____ percent (_____ %) of the Purchase Price **OR** \$ _____
The Commission shall be due and payable, in full, to Buyer Broker upon settlement. If Seller, after the Date of Contract Acceptance, cancels the Contract, fails to perform, or is otherwise in default of the Contract, Buyer Broker’s fee is due, in full, no later than the Date of Settlement.
- 4. **Agency Disclosure:** Seller understands that Buyer Broker represents the interests of Buyer and acknowledges receipt of the Understanding Whom Real Estate Agents Represent disclosure form.

Buyer Broker (Company Name)

Seller Signature Date

Broker or Authorized Representative Date

Seller Signature Date



CONFIRMATION OF AGENCY RELATIONSHIP, APPOINTMENT & COMPENSATION
[Consult "Guidelines" (Form 220G) for guidance in completing this form]
NOTE: When working with an Unrepresented Seller (For Sale By Owner) you should use Form 150.

Draft 11-4-2019

TO LISTING AGENT: _____

FIRM NAME: _____

FAX#: _____ Email: _____

FROM SELLING AGENT: _____

FIRM NAME: _____

FAX#: _____ Email: _____

Thank you for checking with your seller and permitting me to show your listing as a buyer agent subagent of seller.

PROPERTY DESCRIPTION: _____

NAME OF BUYER: _____

APPOINTMENT DATE: _____ TIME: _____

FEE ARRANGEMENT:

(a) You hereby confirm that your offer of compensation to my firm regarding any sale of the Property to Buyer shall be as follows: _____

I understand that my firm's entitlement to the compensation set forth above will be determined by my performance as the procuring cause of any sale of the Property to Buyer. **Your signature on this document does not constitute an acknowledgment that I am the procuring cause of any such sale.**

(b) If I have received or am to receive any other fee(s) in connection with the sale of the Property, I hereby confirm that such fee(s) are as follows: _____

Please sign below and fax or email this Confirmation back to me at your earliest convenience. Please call me at my office: _____ or at : _____ if there are any further instructions or communications prior to the showing. Thank you for your cooperation.

THE NORTH CAROLINA ASSOCIATION OF REALTORS® , INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Listing Agent Date

Selling Agent Buyer agent Subagent of Seller Date

ACKNOWLEDGEMENT BY BUYER AND/OR SELLER (Optional—see Guidelines)

Seller hereby acknowledges receipt of a copy of this form and consents to the fee arrangements set forth herein.

Seller: _____

Date: _____

Seller: _____

Date: _____

Entity Seller: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

Buyer hereby acknowledges receipt of a copy of this form and consents to the fee arrangements set forth herein.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

Entity Buyer: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

