

# MLS & Rules Committee

## Agenda / Action Items / Minutes



**Date:** 1/25/2023      **Co-Chairperson:** Cheri Drake  
**Time:** 1pm      **Co-Chairperson:** Taylor Schmidt  
**Location:** LBOR Office      **Staff Liaison:** Linda Manley & Rob Hulse

**Attendees:**

Cheri Drake      Taylor LaRue

**Absent** (E=Excused)      E Mohammed Aldamen

**AGENDA ITEMS**

No	Topic	Presenter	Done	Notes/Update
1	<b>Review Previous Meeting Minutes from 12/01/2022</b>	Cheri/Taylor		
2	<b>Update from LMLS Staff</b> a. Review Agenda/Action Item list with Committee b. Fine Appeal for Late Submittal and Missing Change Form	Linda/Rob		
3	<b>Multi-Family Rider to the Property Disclosure</b> a. Discuss the addition of SOI - Voucher Information	Cheri/Taylor		Zach Dodson Draft
4	<b>HERS Rating (Home Energy Rating System) as an MLS Field</b> a. HERS Rated: Yes/No b. HERS Year: _____ c. HERS Rating: _____	Cheri Taylor		
4	<b>Greening the MLS (Resources Linked Below)</b> <a href="#">CMLS Information about Greening the MLS</a> <a href="#">NAR Information about Greening the MLS</a>	Cheri/Taylor		
5	<b>Smart Home Turnover - Addendum to the Seller's Disclosure</b> a. Review Smart Home Disclosure Addendum	Lindsay		Lindsay Landis Draft

No	Topic	Presenter	Done	Notes/Update
6	Next Meeting:	Cheri/Taylor		
7	Adjourn:	Cheri/Taylor		

### MLS & RULES COMMITTEE ACTION ITEMS

Action	Due Date	Responsible Member	Done	Notes/Update	
1	Provide Brokers with updated LBOR Sales Contract, Buyer Agency Agreement, and Listing Agreement (red-lined and clean)	1/23/2023	LMLS Staff - Rob	√	
2	Create a Smart Home Turnover form as an Addendum to the Seller's Disclosure	1/25/2023	Lindsay Landis	√	Lindsay submitted a first run of this on 1.23.2023.
3	Change Status of Withdrawn/Cancelled and Cancelled/Cancelled to Off Market/Withdrawn and Off Market/Cancelled.	1/25/2023	Rob/Paragon Support	√	Completed on 1/23/2025.
4	Add fields to Residential Class to gather rental information: Is the Property Rented? Lease Expiration? Rent Amount?	1/25/2023	Rob/Paragon Support	√	Updating the Residential Class on 1.24.2025
5	Present for approval - a Multi-Family Property Condition Disclosure Rider	1/25/2023	Zach Dodson	√	Zach submitted an updated version for consideration on 1.23.2023.
6	Update the LBOR Sales Contract, Buyer Agency Agreement, and Listing Agreement at Dotloop	2/6/2023	LMLS Staff - Rob		
7	Release to all Members the Updated LBOR Sales Contract, Buyer Agency Agreement, and Listing Agreement	2/6/2023	LMLS Staff - Rob		
8	Paragon Changes /Conversions of Fields	Targeting March 1 (but BK won't guarantee)	LMLS Staff - Rob / Paragon Support		BK is setting up a production site for implementation and testing.
9	Set up testing group for Paragon Changes/Conversions of Fields	February 23rd (subject to pace of work by BK)	LMLS Staff - Rob / Paragon Support		Need 4-8 volunteers from MLS & Rules Committee.

Tabled or Old Business	Due Date	Responsible Member	Done	Notes/Update
1 Discuss Contingency on the Sale/Closing of Buyer's Property form and Notice to Remove the Contingency for the Sale/Closing of Buyer's Property				Not able to complete a form that the Committee can agree on.
2 Two-Unit Property on a Single Lot - Accessory Dwelling Units vs Duplex. New category in Multi-Family, and/or New field in Residential for an Ancillary Unit.				No action was taken on this at the first discussion, although the relevancy and number of Ancillary Dwelling Units is growing.
3 Sellers choosing to record video and/or audio at showings or open houses.				Best Practices provided by LBOR Counsel and given to Brokers/Agents.
4 Readily Available to Show, the NAR, and the Clear Cooperation Policy.				NAR Provided feedback that new listing information meets the criteria for Cooperation, and not immediate access for showings.
5 Fair & Equal Access to Listed Property. This policy was originally proposed to the LBOR Board of Directors in 2022.				The LBOR Board of Directors sent this item back to the MLS & Rules Committee for more discussion.
6 Update from IDX Subcommittee to establish a definition for "reasonably prominent" in IDX Rules.		Subcommittee members are: Nicholas Lerner, Cheri Drake, Drew Deck, Tanya Kulaga, Jill Ballew, Michelle Roberts-Freeman, Victoria Perdue, and Lindsay Landis.		

## MLS & Rules Committee Meeting Minutes

Lawrence Board of REALTORS®

Thursday, December 1, 2022

1:00pm to 2:30pm

The meeting was called to order by Committee Chairperson Bailey Stuart. After review, **it was moved and seconded to approve the previous meeting minutes. Motion passed.**

### LMLS Staff Report:

Paragon Changes and Lawrence MLS Extension to be reviewed by Board of Directors on December 7<sup>th</sup>.

- Board of Directors action items:
  - o LBOR Counsel provided the Committee with language for the Buyer Agency Agreement regarding an acknowledgement of licensed photos, videos, floorplans, etc.... that a Seller uses to market the property, understanding that these items survive closing. After review, **it was moved and seconded to add a paragraph #16 as per LBOR Counsels suggestion in which the Buyer and Buyer's agents acknowledge that their items may appear online following closing. Motion Passed.** (For review by the Board of Directors on 12.7.2022)

### 2022 MLS & RULES

<i>Bailey Stuart, Chairperson</i>	<i>McG</i>	<i>Present</i>
Ashley Taylor	HRE	Present
Cheri Drake	McG	Present
Chris Earl	SRE	Excused
Jill Ballew	SRE	Present
Jennifer Catlin	KWI	Excused
Kelly Rodriguez	KWI	Absent
Libby Grady	SRE	Present
Lindsay Landis	McG	Present
Michelle Roberts-Freeman	SRE	Present
Mohammad Aldamen	EXP	Excused
Nicholas Lerner	McG	Present
Ryan Desch	R+K	Excused
Taylor LaRue	McGrew	Present
Vanessa Schmidt	KWI	Excused
Zach Dodson	SRE	Excused
Rob Hulse, Staff Liaison	LBOR	Present
Linda Manley, Staff Liaison	LBOR	Excused

**Next, the Committee considered the regular agenda items.**

Item #1: Regarding the proposed multi-family rider to the property disclosure was intentionally skipped.

Item #2: Regarding the use of enhanced photos in the MLS. The Committee discussed photo editing, as well as the addition of sunsets, lighting bursts, or modifications to photos that are not authentic to the property. Additionally, a handout from Stellar MLS & an article by the Kansas Association of REALTORS® was included in handouts. Last, Article 12 of the Code of Ethics, Standard of Practice 12-10 is applicable. Because this issue can be addressed by filing a complaint of the Code of Ethics, no action will be taken by the Committee. Listing agents are advised to communicate with their photographers about the importance of accurate portrayal of property details.

Item #3: Next, the Committee received a recommendation from LMLS Staff to change the labels for Withdrawn Listings in the MLS to Off Market. As a result, the MLS will make available Off Market – Withdrawn and Off Market – Cancelled listing statuses. **It was moved and seconded to forward the recommendation for approval. Motion Passed.**

Item #4: It was recommended that listings in which the Ownership Type is Investor, that fields be added with conditional logic: Is the Property Currently Rented? Yes/No, Lease Expiration Date \_\_\_\_\_, and a 3<sup>rd</sup> field for Monthly Rent \_\_\_\_\_. Doing so would allow rental information in the Residential Class. After discussion **it was moved and seconded to add the 1<sup>st</sup> field and then apply conditional logic of "If yes, then populate the two additional fields, which will become available, but not be required. Motion Passed.**

Item #5: The Committee discussed a request regarding Days on Market (DOM) vs Days on MLS (DOMLS). After discussion, it was moved to no longer include DOM in the IDX data feeds. The motion died for lack of a second.

Item #6: The Committee briefly discussed the new fine policy, which will be in effect on January 1, 2023.

Item #7: Discussion of the HERS Rating and Energy Efficient (Green) terms in the MLS was deferred to the next meeting. Staff will send out the "Green the MLS" resources.

New Item #8: Added to the agenda was a discussion about the need for a document to capture smart home features to be transferred to a new owner. To be called a "Smart Home Turnover" addendum to the Seller's Property Condition Disclosure, Lindsay Landis agreed to get the document started for review by the Committee at the next meeting.

Having reached the end of the meeting time, the meeting adjourned. A next meeting date/time was not yet scheduled and will be determined by the 2023 Chairperson for the MLS & Rules Committee.



# LBOR Buyer Agency Agreement

## Summary of Changes & Rationale

### PARAGRAPH 16:

16. LICENSED MATERIALS. BUYER acknowledges that in the course of listing and marketing properties, Sellers frequently grant an irrevocable, perpetual, non-exclusive and fully sub-licensable and assignable license to use, reproduce, modify, adapt, publish, create derivative works from, distribute, perform, and display any photographs, floor plans, architectural drawings, video images, sounds or other copyrightable material related to their properties ("marketing materials"). Said marketing materials may be licensed to third-party websites or referral services. BUYER has been advised and understands that such a license survives the closing of a successful transaction and that neither BUYER nor Buyer's Agent have the authority to revoke a license or require removal of marketing materials that have been published pursuant to a license granted by a Seller.

Paragraph 16 is newly added for the Buyer to acknowledge the presence of licensed materials that become public during marketing a property, of which they purchase and become the owner. The license for these marketing materials survive closing, and are not revokable by the Buyer or the Buyer's Agent.

**Rationale:** In a scenario in which the Buyer of a property desires the removal of online pictures, floor plans, specifications, videos, visual tours, etc... after closing for their own privacy and protection, the Buyer is advised that a license to use and display online the marketing materials was granted by the Seller or the Seller's Agent, and it may not be possible to remove the existence or display of these items online.

There are no other changes to the Buyer Agency Agreement.

Please reach out to Rob Hulse with any questions at (785) 842-1843, or by email at [Rob@LawrenceRealtor.com](mailto:Rob@LawrenceRealtor.com).





# LBOR Sales Contract

## Summary of Changes & Rationale

### PAGE 1:

**Street Address:** Punctuation was added to City, State Zip.

**Rationale:** This was done to correctly display the proper punctuation.

The Property described is sold and purchased on the following terms:

---

1. a. Legal Description / Include County:  
[Redacted]

---

b. Street Address: [Redacted] City, State Zip

---

c. The following personal property items are of no value and are being left for the convenience of all parties.  
[Redacted]

**Paragraph 2:** In 2. a. added (Escrow Agent if left blank), business days after contract acceptance (five (5) if left blank), and ACH/Debit Card and Wire Transfer.

**Rationale:** These changes were made to provide more clarity for the handling of Earnest Money, and to include "in the form of" options for handling that are occurring more frequently with sales contracts.

The addition of (Escrow Agent if left blank) provides additional clarification if/when the space for whom Earnest Money is delivered to is blank. Additionally, a time frame was defined as business days for the date of Earnest Money delivery, as well as a default if the number of business days is left blank.

Additionally, two forms of Earnest Money were added: ACH/Debit Card and Wire Transfer.

2. PRICE: \$ [Redacted]

---

a. Earnest money held in trust account by [Redacted] hereinafter referred to as Escrow Agent. \$ [Redacted]

Earnest Money Attached

To be delivered to [Redacted] (Escrow Agent if left blank) no later than [Redacted] business days after contract acceptance (five (5) if left blank).

In the form of (Select 1 option only):

Personal Check     Cashier's Check     ACH/Debit Card     Wire Transfer

Other [Redacted]

**Paragraph 2.b.:** The most significant change in the new version moves New Mortgage Proceeds “Types” to Paragraph 3. No longer displaying are the various types of loans, for example, Conventional, FHA, VA, and Rural Development. Rather, the amount stated in 2.b. is the loan amount, not including MIP, Funding Fees, or Guaranteed Fees.

**Rationale:** Financing terms were brought together in one paragraph (Paragraph 3 on page 2).

b. New mortgage proceeds: [See Paragraph #3: Financing](#)  
(Amount does not include [MIP, Funding Fee, or Guarantee Fee](#))

\$ \_\_\_\_\_

**Paragraph 2.d.:** Added of purchase price and paid in certified funds at closing.

**Rationale:** The first addition, “of purchase price” is a more accurate description of the stated amount in 2.d., and language was added to ensure that all parties understand that the Buyer will be paying the balance in certified funds at closing.

d. Balance [of purchase price](#) subject to adjustment and prorating, [paid in certified funds at closing](#) (Price less a, b & c of this paragraph)

\$ \_\_\_\_\_

## PAGE 2

**Paragraph 3:** Checkboxes were added to indicate whether the purchase is a Cash Sale OR a Financed Sale. Also added is a location to gather BOTH the name of the Lending Institution AND the Loan Officer.

Please note the addition of 3.a. where the loan is disclosed as an Owner-Occupied or Investment loan. In some instances, a Buyer may use Conventional loan on an investment property, which is a different appraisal/lending scenario than a Conventional loan for an owner-occupant. The contract will now distinguish between these two scenarios.

And in **Paragraph 3.b.** the type of loan is now identified, rather than in Paragraph 2, previously.

### 3. FINANCING:

THIS IS A CASH SALE

THIS IS A FINANCED SALE: This Contract is contingent upon BUYER obtaining the financing described in this paragraph, provided by: Lending Institution \_\_\_\_\_, Loan Officer \_\_\_\_\_

a. Type of Financing: Loan(s) will be  owner-occupied Loan(s) or  investment Loan(s).

b. Loan Type:

Conventional

FHA (~~loan amount does Not include MIP~~)

VA (~~loan amount does Not include Funding Fee~~)

Rural Development (~~loan amount does Not include Guarantee Fee~~)

\_\_\_\_\_



In **Paragraph 3.c.** the Lender Name has been relocated to the top of Paragraph 3.

Please also note the change in the final sentence of the **Paragraph in 3.c.**, that the Buyer's ability to obtain a loan on different **Loan Terms** is now defined in 3.c. as Interest rate, points, years, and whether the rate is fixed or variable. **Loan Types** are in 3.b. and **Loan Terms** are in 3.c. In other words, a buyer is not permitted to obtain a loan of a different **Loan Type** without an amendment to contract.

**c. Loan Terms:**

Lender Name: \_\_\_\_\_

Initial Interest rate not to exceed \_\_\_\_\_ %, points not to exceed \_\_\_\_\_ points,  
For a term of \_\_\_\_\_ years. Check if:  Fixed, or  Variable.

BUYER'S lender may afford BUYER the option to "lock in" the foregoing interest rate or to "float" the interest rate. If BUYER locks in a rate, BUYER agrees to accept the "locked" rate and terms, even if different than those stated above. If BUYER has received a firm commitment from a lender on terms at or better than the terms stated above, and BUYER elects to float the rate, then BUYER agrees to accept the rate and terms available from BUYER'S lender for which BUYER qualifies at closing. BUYER may obtain a loan on different Loan Terms than those described in 3c, provided that the Loan Terms of the loan do not result in additional costs to SELLER.

**PAGE 5**

**Paragraph 8:** The date in Paragraph 8 to provide copies of all leases and records is lacking a default time frame if left blank. The change makes the new default 3 calendar days if left blank. Please note that these are "calendar" days, and not business days.

**8. OCCUPANTS OTHER THAN SELLER:**

Check if the property is currently leased.

If the property, or any portion of the property is currently leased, and the lease extends beyond the closing date, on or before \_\_\_\_\_ (date 3 calendar days if left blank), SELLER shall furnish BUYER with copies of all leases, and records of all received rents and deposits paid. Buyer shall have three (3) calendar days from receipt of all leases and records of all received rents and deposits to CANCEL THIS CONTRACT by delivering written notice to SELLER of BUYER's intent to cancel in the form of a written contract cancellation agreement and, upon execution of the agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void. SELLER shall deliver and assign to BUYER all original leases on Closing Date. Advance rents, deposits and prorated rents will be credited to BUYER at Closing. BUYER shall assume

**Paragraph 11:** While Seller's Sub Agent is still a legal agency relationship in Kansas, the use of Seller Sub Agent is highly discouraged, and we can't find any contemporary examples of use of Sub Agency. Write it into special provisions if you find that you must use it.

**11. AGENCY DISCLOSURE:** (applicable sections must be checked): SELLER and BUYER acknowledge receiving the "Real Estate Brokerage Relationships" brochure prior to their execution of this Contract. SELLER and BUYER acknowledge that the real estate licensees involved in this transaction may be functioning as SELLER'S agents, BUYER'S agents, Designated Agents, or as Transaction Brokers. Pursuant to the following disclosure:

(Listing Company) \_\_\_\_\_ (Name of Licensee) \_\_\_\_\_  
is functioning as:  SELLER'S Agent  Designated SELLER'S Agent  Transaction Broker

(Selling Company) \_\_\_\_\_ (Name of Licensee) \_\_\_\_\_  
is functioning as:  SELLER'S Agent  Designated SELLER'S Agent  ~~SELLER'S Sub Agent~~  
 BUYER'S Agent  Designated BUYER'S Agent  Transaction Broker

## Page 6

**Also in Paragraph 11:** Probably one of the most misunderstood provisions is related to the disclosure of financial interest of the Licensee. The changes below help to improve comprehension of the provision in which the Licensee has financial interest as a Buyer or Seller, or as an immediate family member of the Buyer or Seller.

Complete only if Licensee **IS** representing SELLER or BUYER has a financial interest as a SELLER OR BUYER, OR is an immediate family member of SELLER or BUYER and licensee has a financial interest and/or is an immediate family member:

\_\_\_\_\_, Licensee assisting SELLER,  
 DOES HAVE a financial interest in this transaction AS A SELLER.  
 IS an immediate family member of a party that has a financial interest in this transaction as a SELLER.  
Licensee  DOES  DOES NOT have a financial interest due to this relationship.

\_\_\_\_\_, Licensee assisting BUYER,  
 DOES HAVE a financial interest in this transaction AS A BUYER.  
 IS an immediate family member of a party that has a financial interest in this transaction as a BUYER.  
Licensee  DOES  DOES NOT have a financial interest due to this relationship.

For purposes of the foregoing disclosures, "immediate family member" means spouse, parent, child or sibling. "Interest" is defined in K.S.A. 58-3035(i).

## Page 7

In Paragraph 18, language has been added to allow for a final walk through for a Buyer who didn't otherwise have the right to a final walk through because they waived inspections, or failed to do inspections, pursuant to Paragraph #7. In Paragraph 7.a. the buyer has the right to have reasonable access to the property to inspect, reinspect, or do a final walk through. But, if they waive inspections, or fail to inspect, they do not have a stated right to a final walk through prior to closing.

18. **INTERIM MAINTENANCE / FINAL WALK THROUGH:** Between the date of this Contract and the Closing Date, the Property shall be maintained by SELLER in the same condition as at the date of this Contract, ordinary wear and tear excepted. Prior to Closing, BUYER / BUYER's representative shall have the opportunity to conduct a final walk through of the property to assure that all conditions of this Contract and any addenda and/or amendments thereto have been met.

There are no other changes to the LBOR Sales Contract.

Please reach out to Rob Hulse with any questions at (785) 842-1843, or by email at [Rob@LawrenceRealtor.com](mailto:Rob@LawrenceRealtor.com).

**From:** [Mark Hess](#)  
**To:** ["Lawrence Board of REALTORS@"](#)  
**Cc:** [Rob Hulse](#); ["Shari Hart"](#)  
**Subject:** RE: MLS Fine Letter  
**Date:** Thursday, January 19, 2023 3:25:18 PM

---

Attn: MLS and RULES COMMITTEE

I have a property at 1508 E. 25th Terr that was on the market last year.

My Sellers asked me to refresh the listing after the new year.

I canceled the listing in the MLS and on the same day I put it back in the MLS with all the same listing documents. Since it was the same house for sale and it was taken off and put back on the same day in the MLS, I didn't realize I needed a cancellation form since I still had the home for sale.

Also my logic was since the listing agreement was put back in the MLS and it wasn't ever withheld from the MLS and that I would need a new listing agreement even since I still had one that was still current. I asked that the fines be waived. It was on the same property that the MLS has fined me twice and with the new policy that started Jan. 1st the fine amounts charged are significant.

I ask for consideration on waiving these fines.

Thank you.

Mark

Keller Williams Integrity  
545 Columbia Dr. / Lawrence, KS  
785-979-4663

# Multifamily Property Disclosure Rider to The Seller Property Condition Disclosure Statement

SELLER: \_\_\_\_\_

PROPERTY: \_\_\_\_\_

NUMBER OF UNITS: \_\_\_\_\_

**1. RENT SCHEDULE (If more than 4 units, attach additional rent schedule):**

*Check box if additional rent schedule is attached.*

Legend: E = Electric, G = Gas, S = Sewer, T = Trash, W = Water

Unit #	Currently leased? (Y/N)	Lease Begin Date (MM/YY)	Lease End Date (MM/YY)	Monthly Rent Amount \$	Is rent current? (Y/N)	Security Deposit Amount \$ (Tenants/Pets)	Utilities Tenant Pays (Check)	Utilities Landlord Pays (Check)
							<input type="checkbox"/> E <input type="checkbox"/> T <input type="checkbox"/> G <input type="checkbox"/> W <input type="checkbox"/> S	<input type="checkbox"/> E <input type="checkbox"/> T <input type="checkbox"/> G <input type="checkbox"/> W <input type="checkbox"/> S
							<input type="checkbox"/> E <input type="checkbox"/> T <input type="checkbox"/> G <input type="checkbox"/> W <input type="checkbox"/> S	<input type="checkbox"/> E <input type="checkbox"/> T <input type="checkbox"/> G <input type="checkbox"/> W <input type="checkbox"/> S
							<input type="checkbox"/> E <input type="checkbox"/> T <input type="checkbox"/> G <input type="checkbox"/> W <input type="checkbox"/> S	<input type="checkbox"/> E <input type="checkbox"/> T <input type="checkbox"/> G <input type="checkbox"/> W <input type="checkbox"/> S
							<input type="checkbox"/> E <input type="checkbox"/> T <input type="checkbox"/> G <input type="checkbox"/> W <input type="checkbox"/> S	<input type="checkbox"/> E <input type="checkbox"/> T <input type="checkbox"/> G <input type="checkbox"/> W <input type="checkbox"/> S

**2. EXPENSE INFORMATION:**

- a. Annual real estate taxes & year.....\$ \_\_\_\_\_
- b. Annual hazard insurance.....\$ \_\_\_\_\_
- c. Annual snow removal expense.....\$ \_\_\_\_\_
- d. Annual lawn mowing, yard maintenance expense.....\$ \_\_\_\_\_
- e. Annual landlord-paid utility expenses.....\$ \_\_\_\_\_

Seller initial/Date: \_\_\_\_\_

Buyer initial/Date: \_\_\_\_\_

Seller initial/Date: \_\_\_\_\_

Buyer initial/Date: \_\_\_\_\_

**3. APPLIANCE & MECHANICAL INFORMATION** (indicate appliances included within sale & staying at property below. If more than 4 units, attach additional information):

Check box if additional information is attached.

Unit#	Stove	DW	Fridge	Micro-wave	Washer	Dryer	Age of Furnace	Age of AC	Age of Water Heater	Window Units? (Y/N) How many?

**4. ADDITIONAL INFORMATION:**

- a. Any other leases or contracts for services on the property? Yes: \_\_\_\_ No: \_\_\_\_ If yes, please specify: \_\_\_\_\_
- b. Have any tenants given notice they are not renewing an upcoming lease? Yes: \_\_\_\_ No: \_\_\_\_ If yes, please specify which unit(s): \_\_\_\_\_
- c. Have any tenants had eviction proceedings begun upon them? Yes: \_\_\_\_ No: \_\_\_\_ If yes, please specify which unit(s): \_\_\_\_\_
- d. What has the vacancy rate of the unit(s) been during your ownership? \_\_\_\_\_

**SELLER:**

**BUYER:**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

Seller initial/Date: \_\_\_\_\_

Seller initial/Date: \_\_\_\_\_

Buyer initial/Date: \_\_\_\_\_

Buyer initial/Date: \_\_\_\_\_

## Rob Hulse

---

**Subject:** Rules and Reg agenda item

Rob and Vanessa

Rob, Vanessa, and I just discussed these items I have concerns about. Vanessa recommended I shoot these to you to add to the agenda for the meeting coming up.

I have come across a couple of items I think would be good to do no matter if the Source of Income Ordinance passes or not.

First, item is a Voucher/source of income disclosure for rental properties. I think no matter what we should add to our disclosure that if it is a rental property an owner should disclose if the property is approved with any Voucher program. If they are which ones. When the last inspection occurred. If there is a tenant in one of the units then the details of their source of income should be disclosed. Amount, program, etc.

One of the other topics in the ordinance states that all offers must be presented. I know that is already part of our standards. But, just to cover our butts I would like to propose a form that a seller or buyer would sign stating the offer has been presented and is not accepted. With a time and date. That way if for any issue a person feels discriminated against we as realtors have proof we presented their offer and the buyer or seller did not accept the offer.

If you have any questions, please let me know.

**Mickey Stremel, MERE**

Keller Williams Integrity  
545 Columbia Drive, Lawrence, KS 66049  
785.979.4727

## Smart Home Disclosure Addendum

The following information is provided to assist Sellers and Buyers prepare for the transition of ownership of a property that includes smart devices. REALTORS® are not experts in these technologies and make no representations as to the condition, fitness, ease of use, speed, or reliability of any smart devices.

All items listed below are to be conveyed with the property at Closing. No later than Closing, Seller shall provide Buyer with user names, passwords and access for all smart devices. Alternatively Seller may, at their sole discretion, reset smart devices to factory defaults and provide Buyer with general instructions for set-up. It is the responsibility of the Seller to ensure that any subscription plans have ended or been transferred to Buyer and that they no longer have administrative or user access to the accounts. Smart devices are left for the convenience of all parties and Seller hereby makes no warranty or representation as to the condition, fitness, ease of use, speed, or reliability of any smart device.

Property has the following smart home devices (check all that apply). If you have checked a box on the line following each section please specify what is included, location and any other relevant information:

- Modems, gateways, hubs, access points
  - \_\_\_\_\_
- Exterior Cameras
  - \_\_\_\_\_
- Doorbell
  - \_\_\_\_\_
- Garage Door Keypad
  - \_\_\_\_\_
- Garage Door App Access Control
  - \_\_\_\_\_
- Door lock access control
  - \_\_\_\_\_
- Gate(s) access control
  - \_\_\_\_\_
- Sprinkler controls (app)
  - \_\_\_\_\_

- Solar or Energy Efficiency Controls
  - \_\_\_\_\_
- Smart Home System (Control4, Crestron, Elan Home Systems, Vantage Controls, etc)
  - \_\_\_\_\_
- Exterior lighting
  - \_\_\_\_\_
- Thermostat – HVAC
  - \_\_\_\_\_
- Thermostat – heated floors
  - \_\_\_\_\_
- Thermostat – heated driveway
  - \_\_\_\_\_
- HVAC – Minisplit
  - \_\_\_\_\_
- Interior lighting (plugs, light bulbs, switches)
  - \_\_\_\_\_
- Motorized window coverings
  - \_\_\_\_\_
- Speaker system
  - \_\_\_\_\_
- Security system
  - \_\_\_\_\_
- Appliances
  - \_\_\_\_\_
- Other: \_\_\_\_\_
  - \_\_\_\_\_
- Other: \_\_\_\_\_
  - \_\_\_\_\_
- Other: \_\_\_\_\_
  - \_\_\_\_\_

Sellers Signature Lines

Buyer Signature Lines