

MLS & Rules Committee

Agenda / Action Items



Date: 02.10.2025

Chairperson: Lindsay Landis

Time: 12:30pm - 2:00pm

Vice-Chairperson: _____

Locati LBOR Office

Staff Liaison: Linda Manley & Rob Hulse

Committee Member Attendance: Nicholas Lerner requested an excused absence.

AGENDA ITEMS

No	Topic	Done	Notes/Update
1	Review Previous Meeting Minutes from 01.30.2025		
2	Review Requested Excused Absences - Review 2025 Attendance Sheet		
3	MLS Staff Update		
	a. Coming Soon Policy - Final Policy will be reviewed by Board of Directors on Wednesday, February 12th.		
	b. Forms Committee Update - Final Set of Forms will be reviewed by Board of Directors on Wednesday, February 12th.		
	c. Table of 2024 Fines Issued by Category		
4	Consider a Member request to discontinue the requirement to upload MLS Docs (<i>specifically the Amendment to the Exclusive Right of Sale</i>).		
5	Consider Fines/MLS Citation Schedule - The current Citation Schedule is included in the meeting packet.		
6	Deferred to next Meeting: Define the status of "Sold Before Listed" - share MLS Staff research done following the last meeting.		
	a. Spreadsheet of Sold Before Listed from MLS Staff		
7	Deferred to next Meeting: Define the status of "Sold After Expiration"		
8	Investor Property Listings - Painpoint for Readily Available to Show at 1 Business Day.		
9	Under Contract Listings returning to Active Status prior to signed Cancellation Notice.		
10	Consider a Paragon Alert/Warning when approaching Closing Date - <i>Two options presented by Paragon Support + Closing Date Field Rule</i> .		
11	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.		
12	Next Meeting: _____		
13	Adjourn:		

MLS & Rules Committee	Role												Present	Excused	Unexcused
		1/3	1/30	2/10									<i>P</i>	<i>E</i>	<i>U</i>
		Fri	Thu	Mon											
2025															
Lindsay Landis	Chairperson	P	P												
Elizabeth Ham	Committee Member	E	P												
Vanessa Schmidt	Committee Member	P	P												
Anna Clemente	Committee Member	P	P												
Bailey Stuart (President)	Committee Member	P	P												
Cheri Drake	Committee Member	E	P												
Chris Earl	Committee Member	Z	P												
Danny Freeman	Committee Member	P	E												
Deanna Dibble	Committee Member	E	U												
Drew Deck	Committee Member	E	U												
Erin Maigaard	Committee Member	E	P												
Nicholas Lerner	Committee Member	P	E	R											
Ryan Desch	Committee Member	P	P												
Taylor LaRue	Committee Member	P	P												
William Perkins	Committee Member	P	P	R											
Claire Vowels	Committee Member	P	P												
Zach Dodson	Committee Member	P	E												
Linda Manley	LBOR	P	P												
Rob Hulse	LBOR	P	P												

R = Requested Excused Absence Z = Zoom AL = Arrived Late LE = Left Early



MLS & Rules Committee Minutes

January 30, 2025 – 2:30pm.

1/30/25 MLS and Rules Plaud Summary

Action Items

1. Review Excused Absence Policy for prolonged absences.
 - a. **Motion, 2nd, and Approval of Excused Absences.**
2. Review Coming Soon Policy
 - a. **Motion, 2nd, and Approval of new language for Fine Enforcement.**
Any showing will result in a fine of \$1,000 **for both** the Listing Agent and may include an additional \$1,000 fine for the Showing Agent.
3. **Develop Notification Protocol** for both Authorized and Unauthorized showings.

SELLER Authorized Begin Showing Date Change Protocol to be completed in this order:

SELLER Authorized Begin Showing Date Change Protocol

1. Seller signs written authorization to change the Begin Showing Date.
2. Listing agent to provide notification to ALL showing agents.
3. A change is made to the Begin Showing Date in the MLS system.
4. Showings can occur after 1, 2, & 3 are completed.

Unauthorized Showing Protocol must be completed in this order:

Unauthorized Showing Protocol

1. The Exclusive Right of Sale Coming Soon Addendum pre-authorizes a change to the Begin Showing Date.
2. Listing Agent to provide notification to ALL showing agents.
3. Listing Agent must change the Begin Showing Date in the MLS system at their earliest convenience opportunity, but no later than midnight of the same day.
4. Showings must be readily available after 1 & 2 are completed.

4. **The Committee was informed that a 2025 Vice-Chairperson** is needed for leadership continuity.
5. **Prepare for Next Meeting** on February 10; bring thoughts for items #4 and #5.

Meeting Notes:

Review of Previous Minutes

- **Approval:** Previous meeting minutes were reviewed, motioned for approval, seconded, and passed unanimously.

Attendance and Excused Absences

- **Excused:** Danny, Nicholas, and Zach requested and received approval for excused absences.
- **Unexcused:** Deanna and Drew noted as absent without prior request.
- **Future Consideration:** Committee may revise the policy on prolonged absences to ensure participation and continuity.

Policy Updates & Discussion

Coming Soon Policy Revisions (Items 5 & 6)

- **Feedback:** Committee reviewed highlighted policy changes; overall supportive but implementation concerns were noted.

Coming Soon Policy Enforcement & Accountability

- **Fines:** A proposed \$1,000 fine for non-compliant showings deemed high by some.
-

Showing Agent Compliance and Fine Structure

- **Fine Breakdown:**
 - **Listing Agent:** Automatic \$1,000 fine for unauthorized showings.
 - **Showing Agent:** Possible additional \$1,000 fine, contingent on Professional Standards Committee review.
 - **Appeals:** Any agent may appeal via the Professional Standards Committee, which reviews complaints and mitigating factors.
-

Authorization and “Coming Soon” Addendum

- **Written Authorization:**
 - Sellers may have pre-authorized changes to begin-show date in a “Coming Soon” addendum.
 - **Voluntary vs. Involuntary Changes:**
 - **Voluntary:** Sellers sign an amendment to change the begin-show date.
 - **Involuntary:** Unauthorized showings trigger an automatic date change if pre-authorization exists.
 - **Documentation:** Amendments must be uploaded to the MLS (Paragon) system promptly.
-

Protocol for Showing Date Changes

- **Steps 1–4:**
 - **Step 1:** If pre-authorized, no new signature needed.
 - **Steps 2–4:** Notify all agents, update MLS by midnight, ensure showings are available.
 - **Unauthorized Showings:** Listing agent must follow the established steps to correct status and inform relevant parties.
-

Vice-Chair & Committee Structure

- **Vice-Chair Needed:**
 - Will assume duties if the chair is absent and transition to chair next term.
-

Legal & Compliance Considerations

- **Listing Agreements & Commission Info:**
 - Current requirement: Upload listing agreements and disclosures to MLS; no need to redact commissions.
 - Discussion on purging old agreements concluded that doing so only if legally mandated.
-

Future Meetings & Agenda Items

- **Next Meeting:** Proposed for February 10 at 12:30 PM.
 - **Focus:**
 - Fine-tuning final policy language before the board meeting on February 12.
 - Coming Soon Policy items #4 and #5 (members to prepare feedback).
-

Coming Soon / Lawrence MLS

Coming Soon Policy components, as a new Status in the MLS:

- i. Recommendation to name the added status in the MLS - **Coming Soon**.
- ii. Recommendation to add the **Coming Soon** status to all classes in the MLS: Residential, Land, Commercial, and Multi-Family.
- iii. Recommendation that all **Coming Soon** listed property must contain a **Begin Showing Date** when input into Paragon. Listing Agents may extend the **Begin Showing Date** as needed, without limitation, but no later than two (2) weeks prior to the listing expiration date.
- iv. Recommendation to allow **Coming Soon** Status for a period beginning on the Listing effective date, with a **Begin Showing Date** no later than two (2) weeks prior to the Listing Expiration Date (mirrors Heartland MLS policy).
- v. Recommendation to implement an MLS Rule prohibiting the showing of any listing while in a **Coming Soon** Status. Any showing will result in a fine of \$1,000 **for both the Listing Agent and may include an additional \$1,000 fine for the Showing Agent.**

If there is a pre-existing showing scheduled for a listing in Coming Soon Status, and if there is ANY change in the Begin Showing Date (forward or backward) the Listing Agent is required to provide notification to the Showing Agent(s) prior to any showing occurring, or within one (1) business day whichever is first. Additionally, any change in the Begin Showing Date will also result in the following **SELLER Authorized Begin Showing Date Change Protocol** to be completed in this order:

SELLER Authorized Begin Showing Date Change Protocol

1. Seller signs written authorization to change the Begin Showing Date.
2. Listing agent to provide notification to ALL showing agents.
3. A change is made to the Begin Showing Date in the MLS system.
4. Showings can occur after 1, 2, & 3 are completed.

- vi. ~~Recommendation that in the event of an unintended showing, for example during an estate sale or garage sale, when it becomes known that a prospective buyer has shown interest (a Buyer or the Buyer's Agent communicating interest alone qualifies) in the event that a written Bonafide offer that is received by the Listing Agent/Broker, the Seller Authorizes the Listing Agent/Broker to change the status from Coming Soon to Active, within one (1) day.~~ An unauthorized showing is defined as a showing that occurs outside of the Listing Agent/Broker's knowledge. When the Listing Agent/Broker becomes aware of any ~~unintended~~ unauthorized showing the following **Unauthorized Showing Protocol must be completed in this order:**

Unauthorized Showing Protocol

1. **The Exclusive Right of Sale Coming Soon Addendum pre-authorizes a change to the Begin Showing Date.**
2. **Listing Agent to provide notification to ALL showing agents.**
3. **Listing Agent must change the Begin Showing Date in the MLS system at their earliest convenience opportunity, but no later than midnight of the same day.**
4. **Showings must be readily available after 1 & 2 are completed.**

However, if the ~~unintended~~ unauthorized showing comes from an estate sale or a garage sale, the listing agent does not have to change the Begin Showing Date ~~at the earliest convenience but no later by midnight of the same day~~ UNLESS a written offer is received, and at that point the Unauthorized Showing Protocol above must be followed immediately.

by the SELLER and will not need a newly prepared SELLER'S written authorization.

- vii. When input into the MLS with status of Coming Soon, the Listing Agent/Broker is required to add a statement into Public Remarks as follows: *Sight unseen offers may be accepted by the Seller. The Showing Begin Date is subject to change.*
1. In the event of a Sight Unseen Offer that is accepted by the Seller, the Listing Agent/Broker will change the status from **Coming Soon** to **Active**, and then **Under Contract** within one (1) day.
- viii. Recommendation that once a listed property is removed from **Coming Soon** to another status in the MLS, it cannot be returned to a status of **Coming Soon**.
- ix. ~~Recommendation that~~ While the listed property is **Coming Soon**, Days on Market (DOM) will accrue in Paragon ~~will not accrue/calculate,~~ and when the status is changed from Coming Soon to Active, Days on Market (DOM) will reset to zero (0).
- x. Recommendation that the fields for Display on Internet/VOW – Yes/No and IDX Include– Yes/No be coupled/tied together. Both will be the same value of Yes or No (All In/On or All Out/Off in the MLS).
- xi. Recommendation that by default, ALL **Coming Soon** listings will be set to a default of “Yes” for Display on Internet/VOW and IDX Include (coupled fields).
- xii. Recommendation that for **Coming Soon** listings, if Display on Internet/VOW and IDX Include is “Yes,” the default be set to Include on fields for data feeds to 3rd party sites such as Realtor.com, Homes.com, and ListHub. The Seller/Listing agent may choose to override the default and Exclude the **Coming Soon** listing on any combination of the 3rd party data feeds.
- Summary Regarding x., xi., and xii. above:
- Display on Internet/VOW & IDX Include will be coupled together and be “Yes” by default.
 - If Display on Internet/VOW and IDX Include are Yes, fields for syndication to 3rd party data feeds be set to Include by default (Homes, Realtor.com, ListHub).
 - Agents can always override any default setting.
 - Listing Agent/Broker may do online public facing marketing online at any time, except when Display on Internet/VOW & IDX Include = No.
 - If Seller directs that Display on the Internet/VOW and IDX Include = No, every other online display option is prohibited. No IDX, no Syndication, no online public facing marketing.
 - Online public facing marketing is defined as online promotional marketing, posts, ads, shares, etc., intended for public consumption. *For example: a post, share or ad placed on Facebook is prohibited, as opposed to a one-to-one contact using Facebook Messenger, which would be allowed.*
- xiii. ShowingTime settings will not allow appointment times prior to the Begin Showing: (date). If the Begin Showing: (date) is extended, the Listing Agent will be responsible to notify, cancel, or reschedule showings occurring before the newly updated Begin Showing: (date).

Implementation

From Paragon Support

1. Add status of **Coming Soon** to all classes (Residential, Land, Commercial, Multi-Family) at no cost from Paragon.
2. Add a required field for **Begin Showings: (date)** to display in listing input when using the status of **Coming Soon**.
3. **Coming Soon** status listings will “Auto Maintain” from Coming Soon to Active on the date specified by the listing agent as the **Begin Showings: (date)**. FYI – Partial Listings will not “Auto Maintain.”
4. Combine and/or Couple the Fields for **Display on Internet/VOW** and **IDX Include** and set the default value at input to **Yes** (may be edited by the inputting listing Agent/Broker).

5. When Display on Internet/VOW & IDX Include fields are set to Yes, the fields for syndication (Realtor.com, ListHub, and Homes.com) will be set to Include by default. The listing Agent/Broker may edit the fields for syndication.
6. When Display on Internet/VOW & IDX Include fields are set to No, fields for syndication will be set to Exclude, and may NOT be edited by the Listing Agent.
7. When using the Coming Soon status, Paragon will include the following at the end of Public Remarks: *Sight unseen offers may be accepted by the Seller. The Showing Begin Date is subject to change.*

Coming Soon Q&A

1. May a Coming Soon listing in which the Seller authorizes the listing broker to Display on Internet/VOW be included in Listing Syndication?
Yes – When electing “YES” to Display on Internet/VOW & IDX Include, the listing Agent/Broker may also include the listing in Syndication to sites such as Realtor.com, ListHub.com, and Homes.com. However, electing “NO” to Display on Internet/VOW & IDX means NO to all online public facing marketing, including on the listing broker/agent website or social media, in IDX, and in Listing Syndication.
2. May a Coming Soon listing in which the Seller authorizes the listing broker to Display on Internet/VOW & IDX Include be personally marketed for sale online or in social media?
Yes – When electing “YES” to Display on Internet/VOW & IDX Include, the listing Agent/Broker may also include the listing in online public facing marketing, for public consumption. However, electing “NO” means NO to all online public facing marketing, including on the listing broker/agent website or social media, IDX, and in Listing Syndication.
3. How is online public facing marketing defined?
Online promotional marketing, posts, ads, shares, etc., intended for public consumption. For example: a post, share or ad placed on Facebook is prohibited, as opposed to a one-to-one contact using Facebook Messenger, which would be allowed. Displaying on the Agent/Broker’s public facing website is prohibited, although a for-sale sign placed in the listed property’s yard is allowed.
4. Do I need to add any disclaimers or disclosures with my Coming Soon listing in the MLS, when using the status of Coming Soon?
*Yes - When input into the MLS with status of Coming Soon, the Listing Agent/Broker is required to add a statement into Public Remarks as follows: *Sight unseen offers may be accepted by the Seller. The Showing Begin Date is subject to change. (As a courtesy this is pre-programmed to display at the end of public remarks)**
5. How long can my Coming Soon listing remain in the status of Coming Soon?
A listing that is input with a Coming Soon status may remain as Coming Soon in the MLS up to two (2) weeks prior to the expiration date in the listing agreement. When using Coming Soon, the LBOR Exclusive Right of Sale (listing agreement) must include a “Begin Showing Date” which will be input into the MLS system. The listing will automatically change from Coming Soon to Active on the Begin Showing Date. The Begin Showing Date may be edited as needed, however, once a listing has become Active, it cannot be returned to Coming Soon Status.

EXCLUSIVE RIGHT OF SALE AGREEMENT

For use by members of the Lawrence Board of REALTORS®

This Agreement made and entered into by and between _____ as principal/seller

(hereinafter referred to as "SELLER") of the herein described real property (hereinafter referred to as the Property): hereby agrees with _____ as SELLER'S Broker (hereinafter referred to as "Listing Broker"), ~~Listing Broker, Kansas~~, that for and in consideration of your agreement to list the following property, and to use your efforts to find a purchaser therefore, SELLER hereby gives the Listing Broker the sole and exclusive right, from this

date, _____, 20 _____, until _____, 20 _____, to sell for SELLER the following described real Property:

for the sum of \$ _____ upon the following terms and conditions:

Non-realty items to be included:

- (1) SELLER agrees to pay Listing Broker, as compensation for services rendered, as follows:

(the amount of compensation reflected must be objectively ascertainable and may not be open-ended)

a. Unless otherwise specified, said compensation to be due and payable on the happening of any of the following events, to wit:

(1) If a sale or exchange is made or a purchaser is found who is ready, willing and able to purchase the Property before the expiration of this listing, by the Listing Broker named above or by SELLER, or through any other person at the above price and terms, or for any other price and terms SELLER agrees to accept; or

(2) Such compensation shall be paid if the Property is sold, conveyed or otherwise transferred within _____ days after the termination of this agreement or any extension thereof to anyone to whom the Property was shown or submitted prior to final termination. However, SELLER shall not be obligated to pay such compensation if a valid Exclusive Right of Sale Agreement is entered into during the term of said protection period with another licensed real estate broker and the sale, lease or exchange of the Property is made during the term of said protection period.

SELLER is advised that Listing Broker commissions are not set by law, regulation or policy of any real estate trade association. The compensation paid to a real estate broker is always fully negotiable when entering into an Exclusive Right of Sale Agreement.

(2) SELLER agrees that if a forfeiture of the earnest money should occur, the earnest money of the defaulting purchaser shall be divided equally between the SELLER and Listing Broker, Listing Broker's share not to exceed a full commission.

- (3) SELLER also certifies that SELLER has the authority to sign this agreement and to pass title to this Property when it is sold.

(4) SELLER agrees to provide all pertinent information pertaining to the above-described Property and gives Listing Broker the right to obtain and disseminate any and all information, including mortgage information necessary and helpful in attempting to complete a sale of the Property. The final sale price may be made known to Multiple Listing Service (MLS) members.

(5) SELLER understands that Listing Broker agrees to and will keep all information about SELLER confidential, unless: ~~Disclosure is authorized under this contract~~; Disclosure is required by statute, rule or regulation; ~~or failure to disclose would constitute a fraudulent misrepresentation~~; and/or SELLER authorizes additional disclosure (such as e.g. motivating factors for the sale, existence of offers, terms of offers, etc.).

(6) SELLER understands that Listing Broker will disclose to all prospective BUYERS all adverse material facts actually known by the Listing Broker, including but not limited to: (1) Any environmental hazards affecting the Property which are required by law to be disclosed; (2) the physical condition of the Property; (3) any material defects in the Property; (4) any material defects in the title to the Property; and (5) any material limitation on SELLER's ability to perform under the terms of any agreement to sell real estate.

(7) SELLER hereby directs that all information pertaining to this listing be submitted to and disseminated by the Multiple Listing Service of the Lawrence Board of REALTORS®, Inc. (including Internet). Listing Broker has SELLER'S permission to include listing information in the Internet Data Exchange Database (IDX). Withholding of listing information from dissemination in the Multiple Listing Service can be accomplished only by signing the ~~AUTHORIZATION TO WITHHOLD FROM MULTIPLE LISTING SERVICE waiver provided below~~ Addendum. Withholding of listing information from display on the Internet/Internet Data Exchange Database (IDX) can be accomplished only by signing the ~~INTERNET-SELLER-OPT-OUT WITHHOLD FROM DISPLAY ON THE INTERNET/ INTERNET DATA EXCHANGE DATABASE (IDX) provision provided below~~ Addendum.

Virtual Office Website (VOW) Options:

- Listing Broker **DOES**, or **DOES NOT** have SELLER'S permission to allow display of an automated estimate of the market value (AMV) of the listing (or hyperlink to such estimate) in immediate conjunction with the listing as displayed on a Virtual Office Website (VOW).
- Listing Broker **DOES**, or **DOES NOT** have SELLER'S permission to allow "third parties to write comments or reviews about the listed Property, or display a hyperlink to such comments or reviews, in immediate conjunction with the listing as displayed on a Virtual Office Website (VOW).

When checked, the following item(s) have been addressed, attached, and incorporated into this Exclusive Right of Sale Agreement:

See Withhold from Multiple Listing Service Addendum

See Withhold from Display on the Internet / Internet Data Exchange Database (IDX) Addendum

(44 8) SELLER understands that the Property must be available to be shown within 1 business day of dissemination to other Participants in the MLS, and that appointments to show may only be made through the Listing Agency as per published listing instructions. ~~and that any sale made as a result of this listing may be escrowed by the Listing Agency. SELLER understands that SELLER may delay the beginning of showings by signing the Coming Soon Addendum or the Withhold from Multiple Listing Service Addendum (see paragraph #7) provision towards the end of this document.~~

When checked, the following item has been addressed, attached, and incorporated into this Exclusive Right of Sale Agreement:

See Coming Soon Addendum

(8 9) SELLER agrees to furnish a Title Insurance Policy, in an amount equal to the consideration paid, to complete said sale and to pay any expense incurred in perfecting the title in case same is found defective, and to convey the Property by an appropriate deed, executed by all persons having any interest, and with the usual covenants of warranty. It is further agreed that SELLER will sign and place this deed in escrow following SELLER'S acceptance of an offer to purchase the herein described Property.

(9 10) Possession to be given: _____

(10 11) It is expressly understood that the Listing Broker has no responsibility for warranties or representations made directly or indirectly by the SELLER to BUYER in the sale of the Property.

(11 12) The Listing Broker will not be responsible for vandalism, theft or damage to the Property for the duration of this listing, except by reason of Listing Broker's own negligence.

(12 13) SELLER understands that Listing Brokers and real estate licensees of the Lawrence Board of REALTORS® comply with all federal, state and local fair housing laws and regulations.

(13 14) SELLER understands and agrees that no agency relationship is created between Lawrence Multiple Listing Service, Inc., and SELLER.

~~(14) SELLER understands that appointments to show may only be made through the Listing Agency as per published listing instructions, and that any sale made as a result of this listing may be escrowed by the Listing Agency. Seller understands that the Property must be available to be shown within 1 business day of the listing being entered into the MLS. Seller may delay the beginning of showings by signing the COMING SOON Addendum or the Withhold from Multiple Listing Service Addendum (see paragraph #7) provision towards the end of this document.~~

~~The following items have been addressed, attached, and incorporated into this Exclusive Right Of Sale contract:~~

~~_____ See Coming Soon Addendum~~

(15) It is specifically agreed that the legal relationship created between the SELLER and the Listing Agent is that of Principal and Agent.

(176) SELLER understands that Listing Broker may show alternative properties not owned by SELLER to prospective BUYERS and may list competing properties for sale without breaching any duty or obligation to SELLER. SELLER also understands and agrees that as part of marketing the Property, Listing Broker will be showing BUYERS properties other than SELLER'S and providing BUYERS with information on selling prices in the area.

(167) SELLER acknowledges receiving the "Real Estate Brokerage Relationships" brochure. _____ / _____
(initials)

Types of Brokerage Relationships: A real estate licensee may work with a BUYER or SELLER as a SELLER'S agent, BUYER'S agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the SELLER and BUYER must be included in any contract for sale and in any lot reservation agreement.

SELLER'S Agent: The SELLER'S agent represents the SELLER only, so the BUYER may be either unrepresented or represented by another agent. In order to function as a SELLER'S agent, the Listing Broker must enter into a written agreement to represent the SELLER. Under a SELLER agency agreement, all licensees at the brokerage are SELLER'S agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a SELLER'S agent and the supervising broker of the designated agent functions as a transaction broker.

BUYER'S Agent: The BUYER'S agent represents the BUYER only, so the SELLER may be either unrepresented or represented by another agent. In order to function as a BUYER'S agent, the Listing Broker must enter into a written agreement to represent the BUYER. Under a BUYER agency agreement, all licensees at the brokerage are BUYER'S agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a BUYER'S agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

~~(17) SELLER understands that Broker may show alternative properties not owned by SELLER to prospective BUYERS and may list competing properties for sale without breaching any duty or obligation to SELLER. SELLER also understands and agrees that as part of marketing the property, Broker will be showing BUYERS properties other than SELLER'S and providing BUYERS with information on selling prices in the area.~~

(18) **SELLER'S Acknowledgment of Potential for Listing Broker to Act as TRANSACTION BROKER.** SELLER acknowledges that Listing Broker may have clients who have retained Listing Broker to represent them as a BUYER in the acquisition of property. If a BUYER client becomes

interested in making an offer on SELLER'S Property, then the Listing Broker would become a Transaction Broker **unless designated agents have been appointed pursuant to paragraph 19**. A Transaction Broker Addendum to their Agency Agreements with the Listing Broker must be signed by the BUYER prior to writing an offer to purchase the Property and by the SELLER prior to signing the purchase contract. As a transaction Broker, Listing Broker would **assist the parties with the transaction without being an agent or advocate for the interests of either party**, and would not, without prior consent of both parties, disclose any information or personal confidences about a party which might place the other party at an advantage.

(19) SELLER'S acknowledges ~~the ment of P~~ possibility of a duality ~~le~~ DESIGNATED AGENT RELATIONSHIP. A designated agent is a real estate licensee affiliated with a Broker who has been designated by the Listing Broker, or the Listing Broker's duly authorized representative, to act as the agent of a Listing Broker's BUYER or SELLER client to the exclusion of all other affiliated licensees.

- a. **If a designated agent IS NOT appointed to represent SELLER**, SELLER understands that another licensee with the brokerage firm may act as a designated agent for a BUYER who may be interested in SELLER'S Property. If this should occur, SELLER understands that:
 1. The supervising Broker (or branch Broker, if applicable) will act as a Transaction Broker or may appoint an affiliated licensee to act in the transaction as a Transaction Broker.
 2. The designated agent for the BUYER will perform all of the duties of a BUYER'S Agent and will be the BUYER'S legal agent to the exclusion of all other licensees in the brokerage firm.
 3. All other licensees affiliated with the firm will represent the SELLER in the sale of SELLER'S Property and will perform all of the duties of a SELLER'S Agent.
- b. **If a designated agent IS appointed to represent SELLER**, SELLER understands that:
 1. The designated agent will perform all of the duties of a SELLER'S Agent and will be SELLER'S legal agent to the exclusion of all other licensees in the brokerage firm.
 2. Another licensee with the brokerage firm may act as a designated agent for the BUYER in the sale of SELLER'S Property.
 3. The supervising Broker (or branch Broker, if applicable) will act as a Transaction Broker or may appoint an affiliated licensee to act in the transaction as a Transaction Broker.
 4. If the designated agent for SELLER is also the designated agent of a BUYER who is interested in SELLER'S Property, the designated agent cannot represent both SELLER and BUYER. With the informed consent of both BUYER and SELLER, the designated agent may act as a Transaction Broker.
 5. If a BUYER client of a designated agent wants to see a property which was personally listed by the supervising Broker, the supervising Broker, with the written consent of SELLER, may specifically designate an affiliated licensee who will act as designated agent for SELLER.

(20) **SELLER consents to:** (Please initial below)

- a. Supervising/Branch Broker acting as a Transaction Broker: YES _____ / _____ NO _____ / _____
- b. A designated agent for the BUYER: YES _____ / _____ NO _____ / _____
- c. A designated agent for the SELLER: YES _____ / _____ NO _____ / _____
- d. _____: YES _____ / _____ NO _____ / _____
(Acting as SELLER'S Designated Agent)
- e. SELLER'S Designated Agent acting as a Transaction Broker if he/she is also designated agent for the BUYER: YES _____ / _____ NO _____ / _____

(21) Cooperation means sharing information on listed property and making property available to other brokers for showing to prospective purchasers when it is in the best interest of the SELLER. Compensation refers to offers of compensation for BUYER Brokers or Transaction Brokers. Kansas Law permits real estate brokers, with the written agreement of the SELLER, to share the commission with a transaction broker, subagent or agent for the other party.

SELLER agrees that the Listing Broker may:

- Offer to BUYER'S Agents:
 - Cooperation: YES NO _____
 - Compensation: YES NO _____
 - If Yes, Compensation will be: _____
- Offer to Transaction Brokers:
 - Cooperation: YES NO _____
 - Compensation: YES NO _____
 - If Yes, Compensation will be: _____

(22) Home Warranty. The SELLER is aware that a home protection plan is available for the Property which may increase the marketability of the Property and reduce the SELLER'S risk. The SELLER **agrees**, **does not agree** to purchase a home BUYER'S warranty plan from

_____ at a cost not to exceed \$ _____ (amount not to include cost for **SELLER'S coverage**) to be paid at closing. A separate application defining the parameters of the plan will be signed at the time this listing is executed. The SELLER agrees, does not agree to purchase SELLER'S coverage at a cost of \$ _____.

(23) a. ~~Pre-Inspection.~~ The SELLER has the option to obtain a pre-inspection of the Property in order to find out, in advance of obtaining a contract for sale of the Property, what items might be addressed for repair and disclosure to any prospective BUYER. Any and all inspection reports obtained must be provided to prospective BUYERS along with the SELLER'S Disclosure Statement. SELLER is encouraged to review ~~the a list of inspectors List~~ maintained by this agency and choose a reputable inspector of SELLER'S choice. In consideration for the Listing Broker arranging for any inspections at SELLER'S request, the SELLER hereby agrees to indemnify and hold harmless the Listing Broker, his/her agents and employees from any liabilities, costs, expenses resulting from any action taken by said company with respect to said inspection.

b.(24). SELLER agrees to leave all utilities on to allow a prospective BUYER reasonable right of inspection of the Property and further agrees to leave utilities on until the expiration of this Agreement or until closing of a sales transaction, whichever is later. ~~In consideration for the Broker arranging for any inspections at SELLER'S request, the SELLER hereby agrees to indemnify and hold harmless the Broker, his/her agents and employees from any liabilities, costs, expenses resulting from any action taken by said company with respect to said inspection.~~

(245) SELLER represents and warrants that SELLER is familiar with the premises and has disclosed to Listing Agent, in the SELLER'S Disclosure Statement that is attached hereto, all information or defects of which the SELLER is aware and warrants that said disclosures are true and accurate representations of the condition of the Property at the time of execution of this Exclusive Right of Sale Agreement.

(256) SELLER agrees to thoroughly review the listing information prepared by the Listing Broker and advise the Listing Broker immediately of any errors or omissions. SELLER agrees to indemnify and hold Listing Broker, Listing Agent, the Lawrence Board of REALTORS®, Inc., The Lawrence Multiple Listing Service, Inc., their agents and employees, harmless from any and all claims for damage made by any person alleging to be or have been harmed by any failure to disclose, or misrepresentation of pertinent information arising out of the sale of the Property which is the subject of this Exclusive Right of Sale Agreement, which damage shall include, but not be limited to: attorney's fees, court costs, costs of defense and damage alleged or determined to have been suffered by the party asserting the claim.

(267) The parties agree that the SELLER'S Disclosure Statement executed concurrently herewith is a part of this Exclusive Right of Sale Agreement.

(278) All pronouns, singular or plural, masculine, or feminine, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and plural shall mean and include the singular.

(289) SELLER grants to Listing Broker an irrevocable, perpetual, non-exclusive and fully sub-licensable and assignable license (through multiple tiers) 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 the Property ("Works"), and to incorporate any such Works (in whole or in part) into other Works in any form, media, or technology now known or later developed.

This non-exclusive license shall survive the termination of this Agreement. SELLER represents and warrants to Listing Broker that the license granted to Listing Broker for this listing Content does not violate or infringe upon the rights, including any copyright rights; of any person or entity. SELLER acknowledges and agrees that all listing content is owned exclusively by Listing Broker, and SELLER has no right, title or interest in listing content.

(2930) ~~Electronic Signatures and Transactions:~~ LISTING BROKER and SELLER agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act. However, the LISTING BROKER has no authority or power of attorney to enter into electronic agreements with other parties on behalf of the SELLER without the SELLER'S explicit authorization.

(3031) The Listing Agent has explained to SELLER the electronic lockbox system endorsed by the Lawrence Board of REALTORS® wherein an electronic lockbox is attached to, and/or placed at, the above-listed Property in which keys to the Property located therein are placed. Said electronic lockbox may be opened only by members of the Lawrence Board of REALTORS® and Lawrence Multiple Listing Service. The Listing Agent/Broker may extend access to 3rd parties with a one-day access code or temporary electronic access. ~~SELLER hereby authorizes the Listing Agent to use the electronic lockbox system in offering SELLER'S home for sale.~~

SELLER AUTHORIZES THE USE OF:

LBOR Electronic Lockbox System (Please Initial): YES _____ / _____ NO _____ / _____

In the event that SELLER has authorized Listing Broker to use a mechanical combination lockbox (or other alternative not endorsed by the Lawrence Board of REALTORS®), in place of, or in addition to the electronic lockbox system endorsed by the Lawrence Board of REALTORS® on the Property, SELLER understands that a mechanical combination lockbox system does not require electronically secure access to open the lockbox, and instead is accessible by a mechanical combination code that is less secure than the electronic lockbox system endorsed by the Lawrence Board of REALTORS.

SELLER AUTHORIZES THE USE OF:

Combination (or other alternative) Lockbox (Please Initial) YES _____ / _____ NO _____ / _____

SELLER, by these presents,
SELLER, BY THESE PRESENTS, HEREBY WAIVES ANY CLAIM OR RIGHT SELLER MIGHT HAVE AGAINST THE LAWRENCE BOARD OF REALTORS® AND THE LAWRENCE MULTIPLE LISTING SERVICE, THE LISTING BROKER, OR LISTING AGENT FOR ANY DAMAGES (Personal or Physical) AND/OR ENTRY CAUSED BY THE UNLAWFUL USE OR OTHER ENTRY GAINED BY THE USE OF THE LOCKBOX SYSTEM(S) AUTHORIZED BY THE SELLER.

Please initial: _____ / _____

(_____) ~~Listing Agent has SELLER'S permission to put a sign in yard.~~

(~~_____~~) Listing Broker has SELLER'S permission to include listing information in the Internet Data Exchange Database.

Virtual Office Website (VOW) Options:

- Listing Broker ~~DOES~~, or ~~DOES NOT~~ have SELLER'S permission to allow display of an automated estimate of the market value (AMV) of the listing (or hyperlink to such estimate) in immediate conjunction with the listing as displayed on a Virtual Office Website (VOW).
- Listing Broker ~~DOES~~, or ~~DOES NOT~~ have SELLER'S permission to allow "third parties to write comments or reviews about the listed property, or display a hyperlink to such comments or reviews, in immediate conjunction with the listing as displayed on a Virtual Office Website (VOW).

~~(3132) ATTACHMENTS: The following items have been addressed, attached, and incorporated into this Exclusive Right Of Sale contract:~~

- ~~_____ Withhold from Multiple Listing Service Addendum~~
- ~~_____ Withhold from Display on the Internet / Internet Data Exchange Database (IDX) Addendum~~
- ~~_____ Coming Soon Status Addendum~~
- ~~_____ _____~~
- ~~_____ _____~~
- ~~_____ _____~~

~~(31)32) Special Provisions: _____

_____~~

~~This is a legally binding contract. SELLER acknowledges the opportunity to obtain legal and tax counseling to review this Contract.
SELLER hereby accepts the above listing and agrees to the terms thereof.~~

~~The SELLER acknowledges that this legally binding Agreement has been reviewed by SELLER, with the opportunity to seek legal and tax counsel, and hereby accepts and agrees to the terms in this Exclusive Right of Sale Agreement.~~

Listing Agent _____
Signature _____ Date _____
Printed Name _____

SELLER _____
Signature _____ Date _____
Printed Name _____

Listing Agent _____
Signature _____ Date _____
Printed Name _____

SELLER _____
Signature _____ Date _____
Printed Name _____

Company _____
Company Address _____

Company Phone _____

SELLER Entity (if any): _____
SELLER Address _____

SELLER Phone _____

AUTHORIZATION TO WITHHOLD FROM MULTIPLE LISTING SERVICE

SELLER acknowledges that the advantages of the Multiple Listing System have been explained to SELLER but, for personal reasons, **SELLER is directing that listing information on SELLER'S property NOT be disseminated to other participants in the Multiple Listing Service.** SELLER authorizes the Listing Broker to notify MLS of a signed sales contract on the property and authorizes the dissemination of sales information, including selling price, to members of the Multiple Listing Service to be used in establishing market value for other properties.

SELLER has been advised that, effective January 1, 2020, the Lawrence MLS has adopted the Clear Cooperation Policy approved by the National Association of REALTORS®. Pursuant to the Clear Cooperation Policy, if a residential property is marketed to the public for sale, it must be submitted to the MLS for cooperation with other MLS participants within one (1) business day of the public marketing. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

TYPES OF LIMITED VISIBILITY IN THE MLS: _____ LISTING BROKER SIGNATURE REQUIRED FOR AGENT EXCLUSIVE

Select one

AGENT EXCLUSIVE – the Seller's property is visible in the _____ BROKER _____
 MLS to only the Listing Agent and the Supervising Broker. _____ Signature _____ Date

OFFICE EXCLUSIVE – the Seller's property is visible in the
 MLS to only the Listing Agent, Supervising Broker, and Agents
 working in the Listing Agent's Office.

FIRM EXCLUSIVE – the Seller's property is visible in the
 MLS to only the Listing Agent, Supervising Broker, and Agents
 working in the Listing Agent's Office as well as other branch
 Offices of the Listing Company. _____

SIGNATURE OF AGENT EXPLAINING MLS ADVANTAGES: _____ SIGNATURE(S) TO WITHHOLD LISTING INFORMATION:

LISTING AGENT _____ SELLER _____
 _____ Signature _____ Date _____ Signature _____ Date

 _____ SELLER _____
 _____ Signature _____ Date

AUTHORIZATION TO WITHHOLD FROM INTERNET

1. Initial One (either A. or B.):

A. _____ / _____ I have advised my broker or sales agent that I **Do NOT** want the listed property to be displayed on the Internet

B. _____ / _____ I have advised my broker or sales agent that I **Do NOT** want the address of the listed property to be displayed on the Internet.

2. I understand and acknowledge that, if I have selected Option A, consumers who conduct searches for listings on the Internet **will NOT** see information about the listed property in response to their search. _____

 _____ SELLER _____
 _____ Signature _____ Date

 _____ SELLER _____
 _____ Signature _____ Date

COMING SOON ADDENDUM

SELLER: _____

PROPERTY: _____

Coming Soon is a status in which a listed property is disseminated to other participants in the MLS, but SELLER and BROKER disallow all property showings to potential BUYERS until a future date (Begin Showing Date).

MLS rules prohibit the showing of any listing while in a **Coming Soon Status**, and in the event that a showing takes place, it may result in a \$1,000 fine. Furthermore, if ~~such~~ a showing occurs prior to the Begin Showing Date, this Addendum shall serve as SELLER'S written authorization for Listing Agent/Broker to move the listing to Active Status and immediately available to show to all Members of the MLS. Once a listed property is removed from Coming Soon to another status in the MLS, the listed property cannot be returned to a status of Coming Soon.

SELLER acknowledges that the potential disadvantages of not allowing showings immediately once the property has been disseminated on the MLS have been explained to SELLER.

SELLER is directing BROKER to enter Property data in the MLS with a **Coming Soon Status** and that showings on SELLER'S Property shall not begin until the Begin Showing Date.

Begin Showing Date: _____.

Listing Agent _____
Signature Date

SELLER _____
Signature Date

Printed Name _____

Printed Name _____

Listing Agent _____
Signature Date

SELLER _____
Signature Date

Printed Name _____

Printed Name _____

AUTHORIZATION TO WITHHOLD FROM DISPLAY ON THE INTERNET / INTERNET DATA EXCHANGE DATABASE (IDX) ADDENDUM

SELLER: _____

PROPERTY: _____

AUTHORIZATION TO WITHHOLD FROM DISPLAY ON THE INTERNET/ INTERNET DATA EXCHANGE (IDX)

A listing using any of the Limited Visibility Types authorized in the **WITHHOLD FROM MULTIPLE LISTING SERVICE** Addendum will automatically be withheld from the Internet and this Addendum may not be used.

1. Withhold Display on the Internet:

_____/_____/_____ SELLER **DOES NOT** want the listed Property to be displayed on the **Internet**, including the Internet Data Exchange (IDX);

If SELLER has selected the option above, consumers who conduct searches for listings on the Internet **WILL NOT** see information about the listed Property in response to their search.

_____/_____/_____ SELLER **DOES NOT** want the address of the listed Property to be displayed on the Internet.

2. Withhold from Display on 3rd Party Websites:

_____/_____/_____ SELLER **DOES NOT** want the listed Property to be included in the List Hub Data Feed to be displayed on 3rd party websites.

_____/_____/_____ SELLER **DOES NOT** want the listed Property to be displayed on Realtor.com.

_____/_____/_____ SELLER **DOES NOT** want the listed Property to be displayed on Homes.com.

~~2. I understand and acknowledge that, if I have selected Option A, consumers who conduct searches for listings on the Internet **WILL NOT** see information about the listed property in response to their search.~~

Listing Agent _____
Signature Date

SELLER _____
Signature Date

Printed Name _____

Printed Name _____

Listing Agent _____
Signature Date

SELLER _____
Signature Date

Printed Name _____

Printed Name _____

AUTHORIZATION TO WITHHOLD FROM MULTIPLE LISTING SERVICE ADDENDUM

SELLER: _____

PROPERTY: _____

SELLER acknowledges that the advantages of the Multiple Listing System have been explained to SELLER but, for personal reasons, **SELLER is directing that listing information on SELLER'S Property NOT be disseminated to other participants in the Multiple Listing Service.** SELLER authorizes the Listing Broker to notify MLS of a signed sales contract on the Property and authorizes the dissemination of sales information, including selling price, to members of the Multiple Listing Service to be used in establishing market value for other properties.

SELLER has been advised that, effective January 1, 2020, the Lawrence MLS has adopted the Clear Cooperation Policy approved by the National Association of REALTORS®. Pursuant to the Clear Cooperation Policy, if a residential Property is marketed to the public for sale, it must be submitted to the MLS for cooperation with other MLS participants within one (1) business day of the public marketing. Public marketing includes, but is not limited to flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

TYPES OF LIMITED VISIBILITY IN THE MLS:

BROKER SIGNATURE REQUIRED FOR AGENT EXCLUSIVE

Select one

- AGENT EXCLUSIVE** – the SELLER'S Property is visible in the MLS to only the Listing Agent and the Supervising Broker.
- OFFICE EXCLUSIVE** – the SELLER'S Property is visible in the MLS to only the Listing Agent, Supervising Broker, and Agents working in the Listing Agent's Office.
- FIRM EXCLUSIVE** – the SELLER'S Property is visible in the MLS to only the Listing Agent, Supervising Broker, and Agents working in the Listing Agent's Office as well as other branch Offices of the Listing Company.

BROKER _____
Signature Date

SIGNATURE OF AGENT EXPLAINING MLS ADVANTAGES:

SIGNATURE(S) TO WITHHOLD LISTING INFORMATION:

Listing Agent _____
Signature Date

SELLER _____
Signature Date

Printed Name _____

Printed Name _____

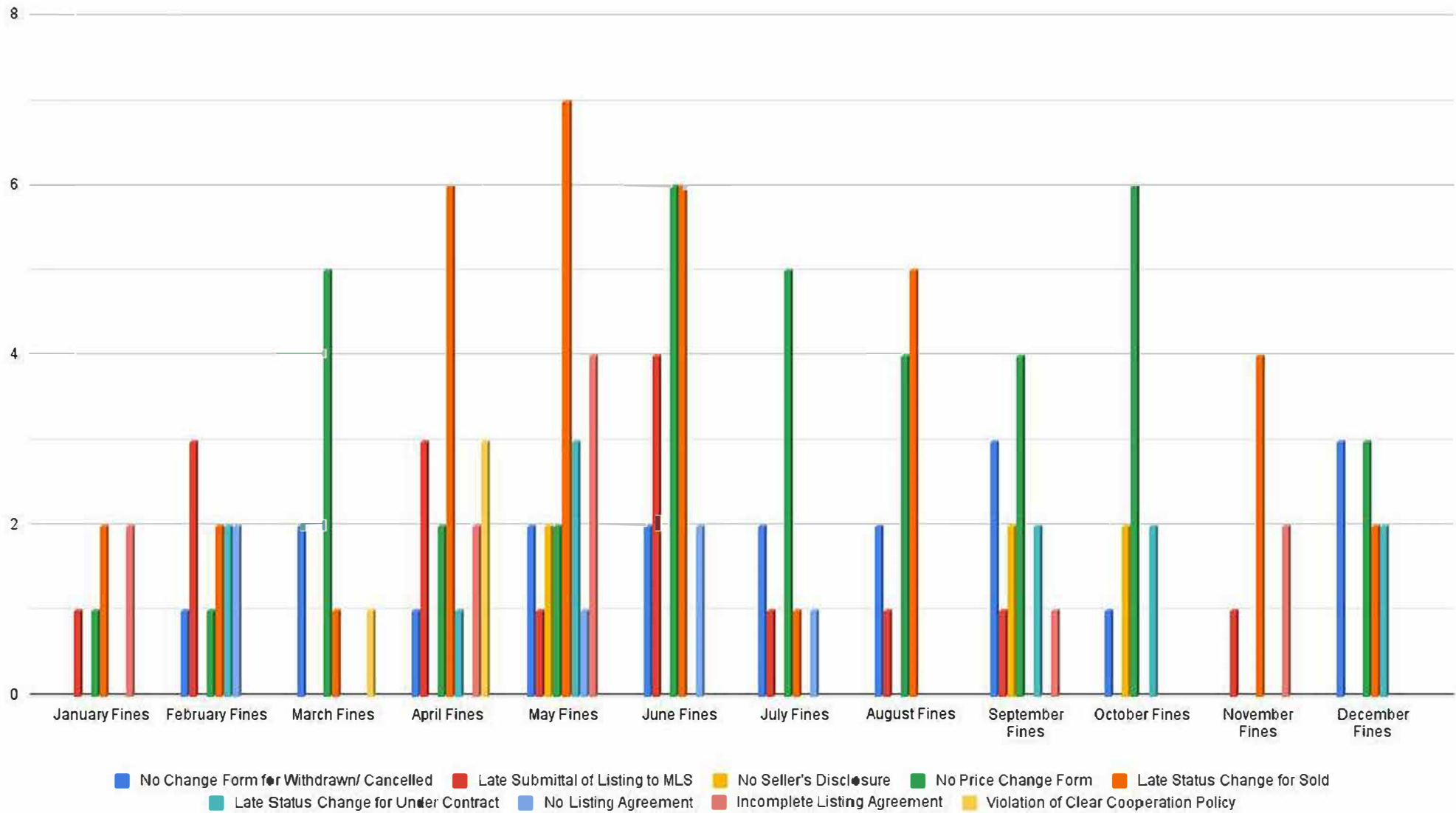
Listing Agent _____
Signature Date

SELLER _____
Signature Date

Printed Name _____

Printed Name _____

2024 MLS Fines




LMLS Citation Schedule

<u>VIOLATION</u>		<u>1ST</u>	<u>2ND</u>	<u>3RD</u>	<u>4TH</u>
Listing Violations	No Listing Agreement	\$50 Training Available May be appealed to the Professional Standards Committee	\$100 *Training Required May be appealed to the Professional Standards Committee	\$250 Permissions Reduced to Level 3 for 5 completed transactions May be appealed to the Professional Standards Committee	Referral to Professional Standards Committee for Discipline Decision may be appealed to the Board of Directors
	Incorrect Price on LA				
	No Address on LA				
	No Dates on LA				
	No Signature(s) on LA				
	No Seller's Disclosure				
	No Amendment to the LA				
	(i.e., price change, list date, etc.)				
Status Change Violations	Late Submittal of Listing to the MLS	\$100 Training Available May be appealed to the Professional Standards Committee	\$250 *Training Required May be appealed to the Professional Standards Committee	\$500 Permissions Reduced to Level 3 for 5 completed transactions May be appealed to the Professional Standards Committee	Referral to Professional Standards Committee for Discipline May be appealed to the Board of Directors
	Late Status Change for Sold				
	Late Status Change for Under Contract				
	Late Status Change for Withdrawn				
	Late Status Change for Cancelled				
	Status Change to Withdrawn or Cancelled without an Amendment to the EROS				
Clear Cooperation Policy Violation	<p>\$500</p> <p>Training Required</p> <p>May be appealed to the Professional Standards Committee</p> <p>All further offenses referred to the Professional Standards Committee</p> <p>Decision may be appealed to the Board of Directors</p>				

**Training sessions are scheduled every third Wednesday of the month. THERE IS A \$50.00 FINE FOR THE 1st MISSED OPPORTUNITY TO ATTEND REQUIRED TRAINING. Fines increase for each missed training session: 2nd - \$100, 3rd - \$150, thereafter - \$200 for each missed training session.*

Listing #	Address	List Date	Contract Date	Sold Date	Agent
162502	16983 Hunter St., Olathe	2023.02.03	2023.12.29	2024.02.14	Crystal Swearingen
162504	800 New Hampshire, Lawr.	2024.11.12	2024.11.12	2024.12.16	Carson Levine
162473	1602 Willow, Valley Falls	2024.12.04	2024.12.04	2024.12.04	Michelle Gerety
162119	812 Mississippi, Lawr.	2024.10.02	2024.08.21	2024.12.04	Mickey Stremel
162314	1600 Tennessee, Lawr.	2024.06.09	2024.06.11	2024.07.31	Cheri Drake
162315	2333 Haversham, Lawr.	2024.09.18	2024.09.30	2024.10.30	Cheri Drake
162016	800 New Hampshire, Lawr.	2024.09.08	2024.09.08	2024.09.17	Carson Levine
161846	1600 Tennessee, Lawr.	2024.06.11	2024.06.11	2024.07.31	Cheri Drake
161864	3013-15 Atchison, Lawr.	2024.06.29	2024.07.23	2024.08.26	Holly Garber
161932	5011 Chesbro Ct., Lawr.	2024.09.05	2024.09.05	2024.10.08	Greta Carter-Wilson

 Contract-to-Sold date discrepancy

Rob Hulse

Subject: FW: Question!

Hi Rob,

Option 1- If you go to Admin > Status Categories > Under Contract, there's a setting called "Months to Keep Listings." Since Pending/Under Contract listings are never purged from Paragon, this setting actually determines the number of months after a listing is put into 1 of these 2 statuses to begin having a pop-up come up after an agent logs in. The pop-up would say "This listing has been under contract for an extended period of time." The agent would continue receiving that prompt each time they log in until the listing has been changed to a different status. In your situation, I would suggest having this set to 1 month. Again, this would only apply to Pending/Under Contract listings.

Option 2- We could create a field rule when Proposed Closing Date is updated, it will trigger the expiration date to match the Proposed Closing Date, so the Listing Agent would receive an expiration notice, so the agent would receive a notice, but it would be sent like an expired listing notice.

Please let me know how you would like to proceed.

Thank you,

Jenny Paul
System Support Manager, Customer Care, ICE
5660 New Northside Drive | 3rd Floor | Atlanta, GA 30328
www.ice.com

