

# MLS & Rules Committee

## Agenda / Action Items



**Date:** 3/27/2023  
**Time:** 1pm  
**Location:** LBOR Office

**Co-Chairperson:** Cheri Drake  
**Co-Chairperson:** Taylor LaRue  
**Staff Liaison:** Linda Manley & Rob Hulse

### Committee Members:

Cheri Drake	Taylor LaRue	Bailey Stuart	Beth Ham	Chris Earl
Jennifer Catlin	Jill Ballew	Libby Grady	Lindsay Landis	Michelle Roberts-Freeman
Mohammad Aldamen	Nicholas Lerner	Ryan Desch	Vanessa Schmidt	Zach Dodson

**P - Present**                      **E - Excused Absence**                      **A - Absent**

### Guests (non-Quorum)

### AGENDA ITEMS

No	Topic	Presenter	Done	Notes/Update
1	<b>Review Previous Meeting Minutes from 03/02/2023</b>	<b>Taylor/Cheri</b>		
2	<b>Update from LMLS Staff</b> a. NAR Executive Outreach Program to conduct MLS training on the Clear Cooperation Policy. b. Paragon Test Site Update. c. Broker objection to providing Non-Member LA or SA info. c. Open House Field - Hosted By?	<b>Linda/Rob</b>		
3	<b>Revew Draft of Smart Home Rider to the Property Disclosure</b> a. Draft prepared by staff	<b>Rob</b>		2 Drafts prepared from Lindsay's original form/list.
4	<b>Seller Concessions for Statuses other than SOLD</b> a. Returned to MLS & Rules from the BoD - need more details.	<b>Taylor/Rob</b>		
5	<b>Video and Audio Surviellance Disclosure</b>	<b>Taylor/Cheri</b>		Best Practices from legal.
6	<b>Sales Contract Paragraph 8 Issue - Occupants other than the Seller</b> 3 calendar days if left blank isn't connected with another date.	<b>Taylor/Cheri</b>		

No	Topic	Presenter	Done	Notes/Update
7	<b>Policy allowing a listing to be in two Classes in Paragon</b> a. Related Policy allowing multiple iterations of a listing in one Class.	Taylor/Cheri		
8	<b>Days on Market vs Days on MLS discussion / continuation</b>	Cheri/Taylor		
9	<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		
10	<b>Next Meeting:</b>	Cheri/Taylor		
11	<b>Adjourn:</b>	Cheri/Taylor		

### MLS & RULES COMMITTEE ACTION ITEMS

No	Action	Due Date	Responsible Member	Process	Done	Notes/Update
	Create a Smart Home Turnover form as an Addendum to the Seller's Disclosure	1/25/2023	Lindsay Landis	√		Two versions for review on March 27th.
	Present for approval - a Multi-Family Property Condition Disclosure Rider	1/25/2023	Zach Dodson	√		To be presented for approval at the 04.05.2023 Board Mtg
	Provide Brokers with updated LBOR Sales Contract, Buyer Agency Agreement, and Listing Agreement (red-lined and clean)	1/23/2023	LMLS Staff - Rob		√	Completed on 1/23/2023.
	Change Status of Withdrawn/Cancelled and Cancelled/Cancelled to Off Market/Withdrawn and Off Market/Cancelled.	1/25/2023	Rob/Paragon Support		√	Completed on 1/23/2023.
	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 1.24.2023
	Update the LBOR Sales Contract, Buyer Agency Agreement, and Listing Agreement at Dotloop	2/6/2023	LMLS Staff - Rob		√	Completed on 02/10/2023.
	Update the LBOR Sales Contract, Buyer Agency Agreement, and Listing Agreement at DocuSign	2/6/2023	LMLS Staff - Rob		√	All Docs Delivered to DocuSign, and waiting for library update & build out.
	Release to all Members the Updated LBOR Sales Contract, Buyer Agency Agreement, and Listing Agreement	2/6/2023	LMLS Staff - Rob		√	Added to Paragon MLS Docs on 02.09.23, Dotloop on 02.10.23, and waiting on DocuSign.

No	Action	Due Date	Responsible Member	Process	Done	Notes/Update
	HERS Rating (Home Energy Rating System) as an MLS Field a. HERS Rated: Yes/No b. HERS Year: _____ c. HERS Rating: _____		LMLS Staff - Rob		√	Approved by Board of Directors on February 1st, 2023. Updated in Paragon on 02.13.2023
1	List of IDX Websites Published Online	Overdue	LMLS Staff - Rob	√		Formatting with MLS Grid
2	Paragon Changes /Conversions of Fields	Targeting March 1 (but BK won't guarantee)	LMLS Staff - Rob / Paragon Support	√		Problems with testing site.
3	Set up testing group for Paragon Changes/Conversions of Fields	February 23rd (subject to pace of work by BK)	LMLS Staff - Rob / Paragon Support	√		Testing site until March 31st
4	Create a FAQ for the Clear Cooperation Pol.	4/21/2023	LMLS Staff - Rob	√		LMLS Staff
5	Prepare a Training Video for new fields	4/21/2023	LMLS Staff - Rob	√		Collaborate with Ed 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
3	Sellers choosing to record video and/or audio at showings or open houses.		√	Best Practices provided by LBOR Counsel for Brokers/Agents.
4	Readily Available to Show, the NAR, and the Clear Cooperation Policy.			NAR feedback - new listing information meets the criteria for Cooperation. 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 itme 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.



**4 Seller Concessions for Statuses other than SOLD**

**Taylor/Rob**

The topic of Seller Concessions for Active listings was introduced and will be further discussed at the next Committee meeting.

**5 MLS Forms Committee**

The Committee spends a great amount of time working on Contracts and Forms, and it was put out for consideration that a separate MLS Forms Committee should be created to do Contracts and Forms updates.

Having reached the end of the meeting, the Committee meeting was adjourned.

Meeting was adjourned at 2:30pm, with the next meeting day and time scheduled for March 27th at 1:00 pm.

To be completed by Seller. Information on the Smart Home Rider is deemed reliable but not guaranteed.

# Smart Home Rider to the Seller Property Condition Disclosure

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

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

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 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.

Additional Smart Home device information. Please include information on Garage Door Opener App access control, Door Lock(s) access control, Gate(s) access control, Sprinkler System App controls, Solar or Energy Efficiency access control, Smart Home System (Control4, Crestron, Elan Home Systems, Vantage Controls, etc.), Exterior Lighting control, Thermostat – HVAC, Thermostat – Heated Floors, Thermostat – Heated Driveway, HVAC – Minisplit, Interior Lighting (plugs, switches, and bulbs), Motorized Window Coverings, Speaker System control, Security System, Combo Deadbolt & Door Locks, Appliances, etc....

Property has the following smart home devices (complete any that apply). If you have any of the devices shown below, please specify what is included, where it is located, and any other relevant information:

Item Description / What is included / Location
Additional Information
Item Description / What is included / What is Included / Location /
Additional Information
Item Description / What is included / What is Included / Location /
Additional Information

**Check box if additional information is attached.**

**SELLER:**

**BUYER:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

To be completed by Seller. Information on the Smart Home Rider is deemed reliable but not guaranteed.

**Additional Information Page # \_\_\_\_\_.**

Item Description / What is included / What is Included / Location
Additional Information
Item Description / What is included / What is Included / Location /
Additional Information
Item Description / What is included / What is Included / Location /
Additional Information
Item Description / What is included / What is Included / Location /
Additional Information
Item Description / What is included / What is Included / Location
Additional Information
Item Description / What is included / What is Included / Location /
Additional Information
Item Description / What is included / Location
Additional Information
Item Description / What is included / Location
Additional Information
Item Description / What is included / Location
Additional Information
Item Description / What is included / Location
Additional Information

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

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

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

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

To be completed by Seller. Information on the Smart Home Rider is deemed reliable but not guaranteed.

## Smart Home Rider to the Seller Property Condition Disclosure

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

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

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 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.

Additional Smart Home device information. Please include information on Garage Door Opener App access control, Door Lock(s) access control, Gate(s) access control, Sprinkler System App controls, Solar or Energy Efficiency access control, Smart Home System (Control4, Crestron, Elan Home Systems, Vantage Controls, etc.), Exterior Lighting control, Thermostat – HVAC, Thermostat – Heated Floors, Thermostat – Heated Driveway, HVAC – Minisplit, Interior Lighting (plugs, switches, and bulbs), Motorized Window Coverings, Speaker System control, Security System, Combo Deadbolt & Door Locks, Appliances, etc....

Property has the following smart home devices (complete any that apply). If you have any of the devices shown below, please specify what is included, where it is located, and any other relevant information:

Item Description / What is included / Location
Additional Information
Item Description / What is included / What is Included / Location /
Additional Information
Item Description / What is included / What is Included / Location /
Additional Information

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

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

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

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



To be completed by Seller. Information on the Smart Home Rider is deemed reliable but not guaranteed.

**Check box if additional information is attached.**

Item Description / What is included / What is Included / Location
Additional Information
Item Description / What is included / What is Included / Location /
Additional Information
Item Description / What is included / What is Included / Location /
Additional Information
Item Description / What is included / What is Included / Location /
Additional Information
Item Description / What is included / What is Included / Location
Additional Information
Item Description / What is included / What is Included / Location /
Additional Information
Item Description / What is included / Location
Additional Information
Item Description / What is included / Location
Additional Information

**SELLER:**

**BUYER:**

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date

**From:** [Rob Hulse](#)  
**To:** "[rob\\_askroblang.com](#)"  
**Cc:** [Linda Manley](#); [Beth Folks](#)  
**Subject:** RE: Listing Needs Additional Information  
**Date:** Friday, March 10, 2023 12:35:00 PM

---

I've noted your objection, and the MLS & Rules Committee can discuss this. Again, you're welcome to attend on the 27<sup>th</sup>, but be assured that I'll include this correspondence in the meeting packet so that your concerns are noted.

Thanks,  
Rob

**Rob Hulse, RCE, AHWD**  
**Executive Vice-President**

Lawrence Board of REALTORS®  
Lawrence Multiple Listing Service  
Direct Line: 785.856.0072  
Main Line: 785.842.1843  
[Rob@LawrenceRealtor.com](mailto:Rob@LawrenceRealtor.com)  
[LawrenceRealtor.com](http://LawrenceRealtor.com)

---

**From:** rob\_askroblang.com <[rob@askroblang.com](mailto:rob@askroblang.com)>  
**Sent:** Friday, March 10, 2023 12:30 PM  
**To:** Rob Hulse <[Rob@lawrencerealtor.com](mailto:Rob@lawrencerealtor.com)>  
**Subject:** Re: Listing Needs Additional Information

Hi Rob,

Thank you for your reply! You stated previously that it was not required and I am proceeding on that basis until I learn that the LBOR Rules and Regulations have been changed. I see no financial reason that benefits me to promote LBOR's tracking of information and I believe that doing so is a detriment to my business with another brokerage's name being included in my listings by a non LBOR member. Please delete my reporting of the listing from LBOR MLS if you prefer and don't use it at all for MLS data.

## Thank you!

At Home Kansas (KS License)

Robert C Lang (MO License)

785-393-2274

To request a showing click on <https://calendly.com/athomekansas/showing-of-property>

To request a preview of your house to sell to see valuations, FREE floor plans for accurate sqft, and

to hear ways to net the highest seller proceeds through at least 30 people previewing your house plus at least 6 offers <https://calendly.com/athomekansas/30min>

To request a Zoom Meeting <https://calendly.com/athomekansas/zoom>

To request a phone consult <https://calendly.com/athomekansas/phone-consult>

On Mar 10, 2023, at 12:18 PM, Rob Hulse <[Rob@lawrencerealtor.com](mailto:Rob@lawrencerealtor.com)> wrote:

Hi Rob – yes, you and I did visit about this. You asked that this matter be discussed at the next Brooker meeting. I never indicated to you that an exception was granted to you, so that you don't have to report this information.

To escalate this matter, I'll bring it to the attention of the MLS & Rules Committee. They meet next on March 27<sup>th</sup> at 1pm at the LBOR Office. Until they provide any kind of waiver to you for this field, we are directed to gather the name of the non-member who participated in the transaction with you.

We are not providing "recognition" to these agents. We're merely tracking information that could be helpful to further understand the nature of the non-member transactions.

I appreciate your concerns and they will be discussed. You're more than welcome to attend the meeting. But until we're told otherwise, we need you to provide the MLS with the Name and Company of the non-member involved in the transaction with you.

Thanks,  
Rob

**Rob Hulse, RCE, AHWD**  
**Executive Vice-President**

Lawrence Board of REALTORS®  
Lawrence Multiple Listing Service  
Direct Line: 785.856.0072  
Main Line: 785.842.1843  
[Rob@LawrenceRealtor.com](mailto:Rob@LawrenceRealtor.com)  
[LawrenceRealtor.com](http://LawrenceRealtor.com)

---

**From:** rob askroblang.com <[rob@askroblang.com](mailto:rob@askroblang.com)>

**Sent:** Friday, March 10, 2023 12:09 PM

**To:** Lawrence Board of REALTORS® <[reply-gogyvg3e@lawrenceboardofrealtors.growthzoneapp.com](mailto:reply-gogyvg3e@lawrenceboardofrealtors.growthzoneapp.com)>; Rob Hulse <[Rob@lawrencerealtor.com](mailto:Rob@lawrencerealtor.com)>

**Subject:** Re: Listing Needs Additional Information

Hi Linda,

# **Video and Audio Surveillance Best Practices**

## **Lawrence Board of Realtors®**

### **Kansas Law**

Video surveillance is generally permissible. However, it is a criminal offense to use a concealed camera to secretly photograph or record a person who is in a state of undress, or under or through their clothing, without the consent or knowledge of that person, where there is a reasonable expectation of privacy. KSA 21-6101(a)(6). This is most commonly applied to prohibit recording in restrooms.

Audio recording is permitted in Kansas so long as at least one participant in the conversation consents to the recording. This extends not only to recording but to the use of any device which would allow a party to hear, amplify or broadcast sounds which would not ordinarily be audible without the use of the device. KSA 21-6101(a)(1), (4).

### **Best Practices for Sellers Agents**

Require Sellers to disclose recording devices at the time of listing.

Be very cautious with audio recording.

One party consent requires that the consent comes from one of the parties participating in the conversation. Recording a conversation between an interested Buyer and their Agent when the Sellers are absent may not comply!

If a Seller is recording, give notice!

Include in the MLS.

Post a conspicuous sign during showings.

\*Providing clear notice may constitute implied consent for recording.

Educate your Sellers

Warn Sellers of the limits of permissible recording and the need for disclosure.

Educate Sellers about Fair Housing. They may gain information that they may not legally consider by recording.

### **Best Practices for Buyers Agents**

Notify Buyers of any known recording devices prior to showings

Counsel Buyers to assume they are being recorded during showings

Wait until after you leave the property to discuss interest in the property and any potential offers



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 \_\_\_\_\_ (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

all obligations under the leases and indemnify and hold the SELLER harmless with respect to the BUYER'S performance under such leases.

If the property is currently leased and the lease terminates prior to closing, SELLER will provide written evidence of lease termination in lieu of copies of all leases, and records of all received rents and deposits paid within the time period in the paragraph above. Unless otherwise agreed, no new leases or modifications/extensions to existing leases will be negotiated and/or executed without the written permission of BUYER.

9. SELLER'S DISCLOSURE STATEMENT:

a. SELLER shall provide BUYER with the following disclosure statements, as applicable, prior to the signing of this Contract: Seller's Property Condition Disclosure Statement, Lead-Based Paint Disclosure, and Kansas Energy Efficiency Disclosure. SELLER verifies that the Seller's Disclosure Statement, executed concurrently with the Exclusive Right of Sale, is current and valid to date.

\_\_\_\_\_  
SELLER'S INITIALS

\_\_\_\_\_  
SELLER'S INITIALS

b. BUYER acknowledges receipt of the above applicable disclosure statements prior to, or concurrently with, signing of this contract.

\_\_\_\_\_  
BUYER'S INITIALS

\_\_\_\_\_  
BUYER'S INITIALS

10. HOME WARRANTIES AND HAZARD INSURANCE:

a. BUYER'S Warranty Plan (Check if applicable):  SELLER or  BUYER, at a cost not to exceed \$ \_\_\_\_\_ (amount not to include additional costs for SELLER'S coverage), agrees to purchase a homebuyer's warranty plan from \_\_\_\_\_ to be paid at closing. This plan is a limited-service contract covering repair or replacement of the working components of the Property for a minimum of one (1) year from the Closing Date subject to a per claim deductible of \$ \_\_\_\_\_. The (Check one)  Listing Agent  Selling Agent shall be responsible for making arrangements for the warranty plan and submitting required documentation to the settlement agent prior to closing.

b. By initialing below, both BUYER and SELLER are declining a warranty at this time.

\_\_\_\_\_  
SELLER'S INITIALS

\_\_\_\_\_  
BUYER'S INITIALS

c. Hazard Insurance: BUYER acknowledges that hazard insurance is available through various sources.

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  Transaction Broker  
 BUYER'S Agent  Designated BUYER'S Agent

**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.