

# HOW TO DO BUSINESS NOW.

## ROADMAP FOR THE NEW FORMS

8.14.24

Zoom & Global HQ



# MEET THE LEGAL TEAM



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**MIAMI REALTORS®**  
**Chief Legal Counsel**



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**MIAMI REALTORS®**  
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# **DISCLAIMER:**

This session is only meant to provide education and information on relevant legal topics facing the industry and is not a substitute for legal advice or representation.

# REMINDERS:

- If you're on Zoom:
  - Chat is disabled
  - Put your questions in Q&A
  - MIAMI Professionals will address as many Q&As as possible
- If you're with us at the Global HQ, hold your questions until the end
- Recording is not permitted
- Slides are at [www.miamirealtors.com/facts](http://www.miamirealtors.com/facts)
- **DO NOT ASK QUESTIONS WITH COMPENSATION AMOUNTS - THIS WOULD VIOLATE MIAMI REALTORS®' ANTITRUST POLICY**
  - You will be removed from the Zoom or asked to leave if you ask about specific compensation amounts or otherwise violate the Antitrust Policy

# ANTITRUST POLICY

MIAMI Association of REALTORS® adheres to a strict policy of compliance with both federal and state antitrust laws. As such, any discussions or activities with potential antitrust implications, including but not limited to commission price fixing, market allocation, customer allocation, bid rigging, or boycotts, are strictly prohibited. MIAMI REALTORS® strongly endorses a competitive marketplace, ensuring that competitors have the freedom to engage in business without artificial restrictions on competition.



***Our Superpower:  
The Ability to  
Adapt to  
Change***





# NEW TOOLKIT:

# DOWNLOAD IT HERE



## HOW TO DO BUSINESS NOW: roadmap for the new forms

UPDATED AUGUST 14, 2024

### WORKING WITH SELLERS

ERS-20tb	Exclusive Right of Sale Listing Agreement – Transaction Broker	July 30, 2024	This is a listing agreement in which the seller grants the listing broker the sole right to list the property and establishes that the broker has a transaction broker agency relationship with the seller. Click <a href="#">here</a> for the redlined version.
ERS-17nr	Exclusive Right of Sale Listing Agreement – No Brokerage Relationship	July 30, 2024	This is a listing agreement in which the seller grants the listing broker the sole right to list the property and establishes the broker has a no-brokerage relationship with the seller. Click <a href="#">here</a> for the redlined version.
ERS-19sa	Exclusive Right of Sale Listing Agreement – Single Agent	July 30, 2024	This is a listing agreement in which the seller grants the listing broker the sole right to list the property and establishes the broker is acting as a single agent for the seller. Click <a href="#">here</a> for the redlined version.
ERS-20tn	Exclusive Right of Sale Listing Agreement – Consent to Transition to Transaction Broker	July 30, 2024	This is a listing agreement in which the seller grants the listing broker the sole right to list the property, establishes the broker is acting as a single agent for the seller, and includes the consent to transition to a transaction brokerage agency relationship. Click <a href="#">here</a> for the redlined version.
EBLA-12	Exclusive Brokerage Listing Agreement	July 30, 2024	This is a listing agreement in which the seller grants the listing broker the sole right to list the property, but reserves to the seller the right to sell the property herself/himself/themself without owing compensation. Click <a href="#">here</a> for the redlined version.
MLA-6	Modification to Listing Agreement	August 6, 2024	Use this form to modify the Exclusive Right of Sale Listing Agreement, Exclusive Brokerage Listing Agreement, or the Exclusive Right to Lease Listing Agreement.

### WORKING WITH BUYERS & OPEN HOUSES

PPTA-1	Property Pre-Touring Agreement	July 23, 2024	From <a href="#">Florida REALTORS®</a> : "There has been high demand from members for a tool that is concise, but satisfies the elements of the settlement. This demand gave rise to the development of the Property Pre-Touring Agreement. This form provides a way to provide the necessary disclosures of the settlement to a consumer prior to showing property. The form also provides fundamental information regarding broker compensation. There is educational value in this form regarding compensation, but the form does not contain many of the typical contractual provisions that address the rights and responsibilities of the parties, including how compensation disputes are addressed. The form is likely most effective when used at the start of the relationship between the parties and members may want to consider graduating to a more well-defined agreement between the parties as the relationship between the broker and consumer unfolds." <b>While all business decisions must be made unilaterally and</b>
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# DON'T FORGET!

All business decisions must be made unilaterally and independently: your brokerage may create customized forms based on those decisions to meet your business' unique needs (as long as they comply with the MLS Rules and practice changes required by the NAR settlement agreement).



# FLORIDA REALTORS® FORMS LIVE NOW:

## WORKING WITH SELLERS

<b>ERS-20tb</b>	Exclusive Right of Sale Listing Agreement – Transaction Broker	July 30, 2024	This is a listing agreement in which the seller grants the listing broker the sole right to list the property and establishes that the broker has a transaction broker agency relationship with the seller. Click <a href="#">here</a> for the redlined version.
<b>ERS-17nr</b>	Exclusive Right of Sale Listing Agreement – No Brokerage Relationship	July 30, 2024	This is a listing agreement in which the seller grants the listing broker the sole right to list the property and establishes the broker has a no-brokerage relationship with the seller. Click <a href="#">here</a> for the redlined version.
<b>ERS-19sa</b>	Exclusive Right of Sale Listing Agreement – Single Agent	July 30, 2024	This is a listing agreement in which the seller grants the listing broker the sole right to list the property and establishes the broker is acting as a single agent for the seller. Click <a href="#">here</a> for the redlined version.
<b>ERS-20tn</b>	Exclusive Right of Sale Listing Agreement – Consent to Transition to Transaction Broker	July 30, 2024	This is a listing agreement in which the seller grants the listing broker the sole right to list the property, establishes the broker is acting as a single agent for the seller, and includes the consent to transition to a transaction brokerage agency relationship. Click <a href="#">here</a> for the redlined version.
<b>EBLA-12</b>	Exclusive Brokerage Listing Agreement	July 30, 2024	This is a listing agreement in which the seller grants the listing broker the sole right to list the property, but reserves to the seller the right to sell the property herself/himself/themselves without owing compensation. Click <a href="#">here</a> for the redlined version.
<b>MLA-6</b>	Modification to Listing Agreement	August 6, 2024	Use this form to modify the Exclusive Right of Sale Listing Agreement, Exclusive Brokerage Listing Agreement, or the Exclusive Right to Lease Listing Agreement.

# FLORIDA REALTORS® COURSES:

**LET'S TALK  
LISTING AGREEMENTS**



**LET'S TALK  
BUYER BROKER AGREEMENTS**



# FLORIDA REALTORS® FORMS LIVE NOW:

## HIGHLIGHTS OF NEW FORMS – LISTING AGREEMENTS


- New listing? Use the new forms!
- Required **compensation disclosures** (compensation, if any, is fully negotiable and is not set by law)
- Must **conspicuously** disclose to sellers and obtain seller approval for any payment or offer or payment that the listing broker or seller will make to another broker, agent, or other representative acting for buyers
- Must be provided in writing, in **advance of any payment** or agreement to pay another broker acting for buyers, and specify the amount or rate of any such payment
- How you set up the listing agreement is what will determine which compensation agreement you will use (if applicable)
- Includes the opportunity to offer or consider seller-to-buyer incentives (concessions)
- Sets forth various options for how (and whether) to compensate the listing broker and/or the buyer broker

# FLORIDA REALTORS® FORMS LIVE NOW:

## HIGHLIGHTS OF NEW FORMS – MODIFICATIONS TO LISTING AGREEMENTS

- Have an existing listing that won't close by 8/17/24? You and your seller might need to sign a modification agreement!
  - Does the old listing agreement have the required compensation disclosures?
  - Does the old listing agreement conspicuously disclose to sellers and obtain seller approval for any payment or offer or payment that the listing broker or seller will make to another broker, agent, or other representative acting for buyers?
- If you answered “no” to either one of the questions above, then you and your seller should negotiate and sign a modification to the listing agreement to comply with the new MLS Rules and practice changes.

**Modification to Listing Agreement**

 FloridaRealtors®

\_\_\_\_\_, ("Owner") or ("Seller")

and \_\_\_\_\_ ("Broker")

agree to amend Florida Association of Realtors® (**Check one**) ☐ Exclusive Right of Sale Listing Agreement, ☐ Exclusive Brokerage Listing Agreement, or ☐ Exclusive Right to Lease Listing Agreement, regarding the Property described as:

\_\_\_\_\_

By use of this form, the parties agree to add the following language to all Listing Agreements where it is not already included:  
**Brokerage commissions are not set by law and are fully negotiable.**

(Check as applicable)

☐ The Termination Date will be \_\_\_\_\_.

☐ The price and terms will be \_\_\_\_\_.

\_\_\_\_\_

☐ Compensation to Broker will be:

(a) \_\_\_\_\_% of total purchase price plus \$ \_\_\_\_\_ OR \$ \_\_\_\_\_.

(b) \_\_\_\_\_% of gross value of the lease; \_\_\_\_\_% of the first month's rent; OR \$ \_\_\_\_\_.

☐ Seller authorizes compensation to buyer's broker as follows:

(a) \_\_\_\_\_% of total purchase price OR \$ \_\_\_\_\_ paid by Broker.

(b) \_\_\_\_\_% of total purchase price OR \$ \_\_\_\_\_ paid by Seller.

(c) ☐ check here if Seller does not authorize compensation to buyer's broker.

**Brokerage commissions are not set by law and are fully negotiable.**

☐ Compensation to tenant's/consumer's broker will be: \_\_\_\_\_% of the gross value of the lease; \_\_\_\_\_% of the first month's rent; or \$ \_\_\_\_\_.

☐ Compensation is owed to Broker if Property is transferred within \_\_\_\_\_ days after Termination Date.

☐ Check to add the following to a Listing Agreement dated prior to March 31, 2024: **The National Association of REALTORS® proposed settlement prohibits any requirements conditioning participation in a REALTOR® MLS on offering or accepting offers of compensation to buyer/consumer brokers or other buyer/consumer representatives; accordingly any reference to a requirement that compensation be offered in order to list the Property on an MLS is hereby deleted.**

☐ Fee to Broker if deposit is retained by Owner/Seller will be \_\_\_\_\_% of deposit.

☐ Leasing fee to Broker will be \$ \_\_\_\_\_.

☐ Cancellation fee to Broker will be \$ \_\_\_\_\_.

☐ The parties agree to conditionally terminate the Agreement. Consumer will pay the agreed upon cancellation fee and the conditional termination date will be \_\_\_\_\_.

☐ Broker and Owner/Seller hereby agree to unconditionally terminate the Agreement. Owner/Seller agrees to reimburse Broker for all direct expenses incurred in marketing the Property. Broker and Owner/Seller mutually release each other from all obligations under the Agreement and release each other from any and all claims and actions arising from or related to the Agreement.

☐ Other: \_\_\_\_\_

\_\_\_\_\_

MLA-6 Rev 8/24  
 Serial#: 069197-900172-3575774

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 Form  
 Simplicity

# FLORIDA REALTORS® FORMS LIVE NOW:

## HIGHLIGHTS OF NEW FORM – MODIFICATIONS TO LISTING AGREEMENT (MLA-6)

This is a great form – if in doubt, use it!

# FLORIDA REALTORS® FORMS LIVE NOW:



## WORKING WITH BUYERS & OPEN HOUSES

PPTA-1	Property Pre-Touring Agreement	July 23, 2024	From <a href="#">Florida REALTORS®</a> : "There has been high demand from members for a tool that is concise, but satisfies the elements of the settlement. This demand gave rise to the development of the Property Pre-Touring Agreement. This form provides a way to provide the necessary disclosures of the settlement to a consumer prior to showing property. The form also provides fundamental information regarding broker compensation. There is educational value in this form regarding compensation, but the form does not contain many of the typical contractual provisions that address the rights and responsibilities of the parties, including how compensation disputes are addressed. The form is likely most effective when used at the start of the relationship between the parties and members may want to consider graduating to a more well-defined agreement between the parties as the relationship between the broker and consumer unfolds." <b>While all business decisions must be made unilaterally and independently, MIAMI REALTORS® does not recommend using this form because, among other reasons: (1) it may not comply with the terms of the <a href="#">NAR settlement agreement</a> ; (2) it likely poses risks of violating antitrust laws; and, (3) It does not do what it purports to do. If your goal, as a transaction broker for the seller, is to have a written agreement with a buyer (who comes to an open house, is otherwise unrepresented, etc.), then consult with your legal counsel about how to craft a form that meets your business' specific needs.</b>
SA-4	Showing Agreement	July 23, 2024	<a href="#">Click here to see redline</a> , which shows changes required to bring this form in compliance with the terms of the NAR Settlement Agreement. <b>MIAMI strongly recommends deleting the last of these agreements ("However, Consumer agrees that Broker may receive separate compensation from owner of the property for services rendered to owner by Broker, for which Consumer will not be responsible.").</b> This is because it conflicts with the requirements of the <a href="#">NAR settlement agreement</a> for buyer broker agreements (see pp. 36-37) and for agreements with sellers (see p. 37).
EBBA-7tb	Exclusive Buyer Brokerage Agreement – Transaction Broker	July 30, 2024	This form may be used when a broker wishes to act as a buyer's agent and be paid commission by the buyer. It establishes an exclusive, transaction agency representation with a buyer and provides for a retainer fee.
EBBA-7nr	Exclusive Buyer Brokerage Agreement – No Brokerage Relationship	July 30, 2024	This form may be used when a broker wishes to act as a buyer's agent and be paid commission by the buyer. It establishes an exclusive, no brokerage agency representation with a buyer and provides for a retainer fee.
EBBA-7sa	Exclusive Buyer Brokerage Agreement – Single Agent	July 30, 2024	This form may be used when a broker wishes to act as a buyer's agent and be paid commission by the buyer. It establishes an exclusive, single agency representation with a buyer and provides for a retainer fee.
EBBA-7tn	Exclusive Buyer Brokerage Agreement – Consent to Transition to Transaction Broker	July 30, 2024	This form may be used when a broker wishes to act as a buyer's agent and be paid commission by the buyer. It establishes an exclusive, single agency representation with a buyer and provides for a retainer fee, with a right to transition into transaction agency.
MEBBSA-1	Modification to Exclusive Buyer Broker Agreement / Showing Agreement	August 6, 2024	This newly created form allows the consumer and broker to modify the material terms of the Exclusive Buyer Broker Agreement or the Showing Agreement. It is important that the parties state the date of the agreement that the parties seek to modify. There is no place for the parties to enter a property address because the original agreement may or may not be property specific. If the parties would like to make the modification property specific, they may do so by adding the property address to the other terms section of the modification form. All necessary disclosures to comply with the NAR settlement have been added to the modification form.

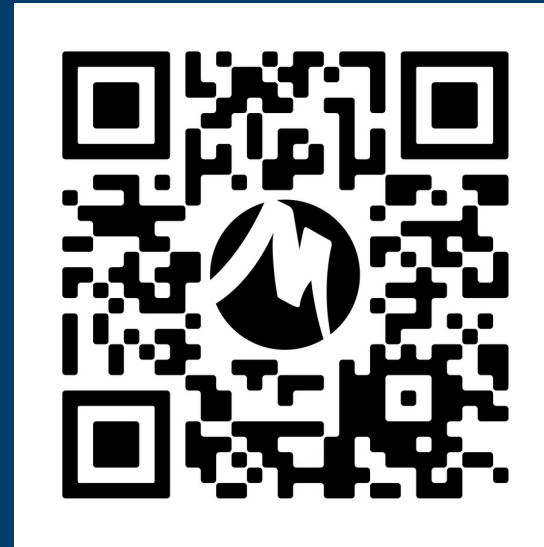


# FLORIDA REALTORS®' COURSES:

**LET'S TALK  
LISTING AGREEMENTS**



**LET'S TALK  
BUYER BROKER AGREEMENTS**




# WHY ARE THERE SO MANY DIFFERENT OPTIONS FOR FORMS WHEN WORKING WITH BUYERS?!

**BECAUSE BUYER-BROKER  
RELATIONSHIPS ARE NOT  
ONE-SIZE-FITS-ALL.**

The new MLS Rules and practice changes DO require (in part) that if you are "working with" a buyer, which includes showing a home, you need to have a written agreement with that buyer customer

The new MLS Rules and practice changes DO NOT dictate which form you must use. That's a unilateral and independent business decision.

# IMPORTANT NOTES WHEN USING FLORIDA REALTORS®' FORMS

**Property Pre-Touring Agreement** 

I am a real estate licensee with \_\_\_\_\_ brokerage ("Broker").

Consumer(s) \_\_\_\_\_ (collectively "Consumer") will use Broker's services to view properties the parties mutually agree upon for \_\_\_\_\_ days from the date the last party signs this agreement.


**Broker compensation:**

- Brokerage commissions are not set by law and are fully negotiable.
- You do not owe Broker any compensation at this time.
- If you wish to work with Broker to purchase property Broker shows you, Broker's compensation for services Broker provides to you will be as follows (check as applicable), unless amended by the parties in writing:
  - ☐ \$ \_\_\_\_\_ (flat fee) due at closing.
  - ☐ \_\_\_\_\_ % of the gross purchase price plus \$ \_\_\_\_\_ due at closing.
  - ☐ other: \_\_\_\_\_
- If you wish to work with Broker to purchase a property, Broker may ask you to sign a separate agreement detailing the parties' responsibilities during the sale.
- A seller or listing broker may agree to pay some or all of the above compensation. If a seller or listing broker agrees to pay Broker for services Broker performs for you, Broker will reduce the amount you owe accordingly.
- If you choose a property already listed by Broker, seller may pay Broker for services Broker performs for seller, and you will not be responsible for this compensation.
- Broker's compensation from any source will not exceed the amount of compensation in a written agreement with you.

Consumer: \_\_\_\_\_  
Date: \_\_\_\_\_  
Consumer: \_\_\_\_\_  
Date: \_\_\_\_\_

Brokerage Authorized Associate/Broker: \_\_\_\_\_  
Date: \_\_\_\_\_

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®, REALTOR® is a registered collective membership mark which may be used only by real estate businesses who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

PPTA-1 Rev 7/24 ©2024 Florida Realtors®  
Serial: 019306781121629197 

## PROPERTY PRE-TOURING AGREEMENT (PPTA-1)

## MIAMI REALTORS® DOES NOT RECOMMEND USING THIS FORM

# IMPORTANT NOTES WHEN USING FLORIDA REALTORS®' FORMS

**SHOWING AGREEMENT (SA-4)**

**BUYER BROKER AGREEMENTS (EBBA-7tn, EBBA-7nr, EBBA-7sa, EBBA-7tb)**

**MIAMI REALTORS® recommends deleting this line:**

**9. ACKNOWLEDGMENT; MODIFICATIONS:** Consumer has read this Agreement and understands its contents. This Agreement cannot be changed except by written agreement signed by both parties. Electronic signatures will be acceptable and binding. Brokerage commissions are not set by law and are fully negotiable. Broker may not receive compensation from any source that exceeds the amount or rate agreed to with Consumer. ~~However, Consumer agrees that Broker may receive separate compensation from owner of the property for services rendered to owner by Broker, for which Consumer will not be responsible.~~

# WHY?

## NAR SETTLEMENT AGREEMENT PROVISIONS REQUIRED WHEN WORKING WITH **BUYERS**:

vi. unless inconsistent with state or federal law or regulation before or during the operation of this Paragraph 68(vi) of this Settlement Agreement, require that all MLS Participants working with a buyer enter into a written agreement before the buyer tours any home with the following:

a. to the extent that such an MLS Participant will receive compensation from any source, the agreement must specify and conspicuously disclose the amount or rate of compensation it will receive or how this amount will be determined;

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b. the amount of compensation reflected must be objectively ascertainable and may not be open-ended (e.g., “buyer broker compensation shall be whatever amount the seller is offering to the buyer”); and

c. such an MLS Participant may not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer;

## NAR SETTLEMENT AGREEMENT PROVISIONS REQUIRED WHEN WORKING WITH **SELLERS**:

viii. require MLS Participants acting for sellers to conspicuously disclose to sellers and obtain seller approval for any payment or offer of payment that the listing broker or seller will make to another broker, agent, or other representative (e.g., a real estate attorney) acting for buyers; and such disclosure must be in writing, provided in advance of any payment or agreement to pay to another broker acting for buyers, and specify the amount or rate of any such payment;

# FLORIDA REALTORS® FORMS LIVE NOW:

## HIGHLIGHTS OF NEW FORM – SHOWING AGREEMENT

- New buyer customer? Use updated forms!
- Showing Agreement is one form of a written buyer broker agreement
- Can list specific properties (if desired)
- Adds arbitration option for dispute resolution
- Includes compensation disclosures and other provisions required by the NAR settlement agreement
- Includes various options for compensation to the buyer broker (if any)
- No protection period
- Includes a provision that any compensation received by buyer broker from owner or owner's broker for services rendered will reduce any amount owed by the buyer (if any)



# **FLORIDA REALTORS® FORMS LIVE NOW:**

## **HIGHLIGHTS OF NEW FORMS – EXCLUSIVE BUYER BROKER AGREEMENTS**

- New buyer customer? Use updated forms!
- EBBAs are one form of a written buyer broker agreement (more robust than the SA-4)
- Can list specific properties (if desired) or general type of property/location buyer seeks
- Adds arbitration option for dispute resolution
- Compensation disclosures and other provisions required by the NAR settlement agreement
- Includes various options for compensation to the buyer broker (if any)
- Includes provisions for a protection period and/or conditional termination (if any)
- Includes a provision that any compensation received by buyer broker from owner or owner's broker for services rendered will reduce any amount owed by the buyer (if any)

**Modification to Exclusive Buyer Brokerage Agreement/Showing Agreement**



\_\_\_\_\_, ("Consumer")  
and \_\_\_\_\_, ("Broker")

agree to amend Florida Association of Realtors® (Check one) ☐ Exclusive Buyer Brokerage Agreement, or ☐ Showing Agreement beginning on date \_\_\_\_\_.

(Check as applicable)

☐ The Termination Date will be \_\_\_\_\_.

☐ Compensation to Broker will be:

(a) Purchase or exchange: \$ \_\_\_\_\_ or \_\_\_\_\_% (select only one); or \$ \_\_\_\_\_ or \_\_\_\_\_% plus \$ \_\_\_\_\_ (select only one) of the total purchase price or other consideration for the acquired property.

(b) Lease: \$ \_\_\_\_\_ or \_\_\_\_\_% of \_\_\_\_\_ month's rent (select only one); or \$ \_\_\_\_\_ or \_\_\_\_\_% plus \$ \_\_\_\_\_ (select only one) of the gross lease value.

(c) Option: Broker will be paid \$ \_\_\_\_\_ or \_\_\_\_\_% of the option amount, to be paid when Consumer enters into the option agreement.

**Brokerage commissions are not set by law and are fully negotiable. Broker may not receive compensation from any source that exceeds the amount or rate agreed to with Consumer.**

☐ Protection Period will be within \_\_\_\_\_ days after Termination Date.

☐ Cancellation fee to Broker will be \$ \_\_\_\_\_.

☐ The parties agree to conditionally terminate the Agreement. Consumer will pay the agreed upon cancellation fee and the conditional early termination date will be \_\_\_\_\_.

☐ Broker and Consumer hereby agree to unconditionally terminate the Agreement. Broker and Consumer mutually release each other from all obligations under the Agreement and release each other from any and all claims and actions arising from or related to the Agreement.

☐ Other: \_\_\_\_\_

This Modification to Exclusive Buyer Brokerage Agreement/Showing Agreement amends the above-referenced Agreement between Consumer and Broker. All other non-conflicting provisions of that Agreement remain in full force and effect.

Consumer: \_\_\_\_\_ Date: \_\_\_\_\_

Consumer: \_\_\_\_\_ Date: \_\_\_\_\_

Broker or Authorized Associate: \_\_\_\_\_ Date: \_\_\_\_\_

Copy returned to Consumer on \_\_\_\_\_ by ☐ email ☐ facsimile ☐ mail ☐ personal delivery.

MEBBSA-1 Rev 7/24  
Serial# 019485-100172-3575780

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# FLORIDA REALTORS® FORMS LIVE NOW:

## HIGHLIGHTS OF NEW FORM – MODIFICATION TO EXCLUSIVE BUYER BROKER AGREEMENT/SHOWING AGREEMENT (MEBBSA-1)

- Can use it to modify EBBAs or SA-4
- No place to enter property address because original agreement may be property specific
- If you and your customer want to make the modification property specific, add the property address in the "other" section
- All required disclosures added



# FLORIDA REALTORS® FORMS LIVE NOW:

## COMPENSATION AGREEMENTS

<b>CASB-1</b>	Compensation Agreement – Seller to Buyer's Broker	August 6, 2024	This new form is a compensation arrangement in which the seller agrees to compensate the buyer's broker for procuring a buyer for a listed property.
<b>MCA-2</b>	Modification to Compensation Agreement – Seller to Buyer's Broker	August 6, 2024	This form allows the parties to make changes to any material terms of the underlying compensation agreement between the seller and the buyer's broker.
<b>CABB-1</b>	Compensation Agreement – Seller's Broker to Buyer's Broker	August 6, 2024	This agreement memorializes any agreement between the brokers. The seller's broker, also known as the listing broker, to compensate the buyer's broker for the listed property. This agreement is property specific, and the arrangement between the brokers should relate to the listed property, not serve as a blanket agreement between the brokerages.
<b>MCA-1</b>	Modification to Compensation Agreement – Seller's Broker to Buyer's Broker	August 6, 2024	This form allows the parties to make changes to any material terms of the underlying compensation agreement between the seller's broker and the buyer's broker.

# FLORIDA REALTORS® (AND OTHER) FORMS LIVE NOW:

## COMPENSATION DISCLOSURE STATEMENTS

<b>CDS-1</b>	Compensation Disclosure Statement	August 6, 2024	For listing and buyer agreements signed before August 17, 2024, that do not already include the compensation disclosures required by the new <a href="#">MLS Rules</a> and the <a href="#">NAR settlement agreement</a> , you can use one of these sample compensation disclosure statements to satisfy this requirement.
<b>NAR</b>	<a href="#">Compensation Disclosure Statement</a>	August 2024	
<b>MIAMI</b>	<a href="#">Compensation Disclosure Form</a>	June 3, 2024	

# FLORIDA REALTORS® FORMS LIVE NOW:

## HIGHLIGHTS OF NEW FORMS – COMPENSATION DISCLOSURE STATEMENTS

- **Compensation disclosures** are required by the new MLS Rules and practice changes as a result of the NAR settlement agreement (compensation, if any, is fully negotiable and is not set by law)
- You've got 3 templates to pick from – NAR, Florida REALTORS®, and MIAMI REALTORS®
- Send these standalone compensation disclosures to customers with whom you've already signed listing or buyer broker agreements (prior to 8/17/24, or if you've used forms that don't have the disclosures)

# **WHEN DO YOU NEED TO USE COMPENSATION DISCLOSURE STATEMENTS?**

**IF YOU HAVE LISTING AGREEMENTS OR BUYER AGREEMENTS  
THAT WERE SIGNED BEFORE 8/17 USING PREVIOUS  
VERSIONS OF FORMS**

**--OR--**

**IF YOUR LISTING AGREEMENTS OR BUYER AGREEMENTS DON'T  
OTHERWISE INCLUDE THE REQUIRED COMPENSATION  
DISCLOSURE STATEMENTS**



# TOOLKITS:

- THE ROADMAP: HOW TO GET READY FOR AUGUST 17
- SLIDE DECK (ENGLISH): LEGAL UPDATE & ACTION PLAN
- SLIDE DECK (SPANISH): LEGAL UPDATE & ACTION PLAN
- MIAMI'S COMPENSATION DISCLOSURE FORM
- COMPENSATION MODELS
- SELLER CONCESSION OPTIONS
- BEST PRACTICES: DEVELOPER OWNED PROPERTIES
- FLORIDA: AUTHORIZED BROKER RELATIONSHIPS
- MUST-KNOW ANSWERS TO YOUR TOP QUESTIONS
- BEST PRACTICES: DATA FEEDS, WEBSITES, COMPENSATION
- ROADMAP TO THE NEW FORM



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THEM HERE**

# RESOURCES

**NAR**

[facts.nar](https://facts.nar)

[competition.realtor](https://competition.realtor)

**MIAMI REALTORS®**

[miamirealtors.com/facts](https://miamirealtors.com/facts)  
[legal@miamire.com](mailto:legal@miamire.com)

