CÓMO HACER NEGOCIOS AHORA.

GUÍA PARA PREPARARSE PARA EL 17/8 Y MÁS ALLÁ: MLS Y LEGAL

8.12.24



CONOZCA AL EQUIPO LEGAL



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Lizbeth Rojas MLS & Membership Specialist



Ernesto Rodriguez MLS & Membership Specialist



Benjamin Costa MLS & Membership Specialist

Respira hondo, lo podrás lograr.



Aviso Legal:

Esta sesión tiene como único propósito ofrecer educación e información sobre temas legales relevantes que enfrenta la industria y no reemplaza el asesoramiento o la representación legal.

POLÍTICA ANTITRUST

La Asociación de REALTORS® de MIAMI se adhiere a una estricta política de cumplimiento con las leyes antimonopolio federales y estatales. Como tal, cualquier discusión o actividad con posibles implicaciones antimonopolio, incluidas, entre otras, la fijación de precios de comisiones, la asignación de mercados, la asignación de clientes, la manipulación de ofertas o los boicots, está estrictamente prohibida. MIAMI REALTORS® respalda firmemente un mercado competitivo, asegurando que los competidores tengan la libertad de participar en negocios sin restricciones artificiales en la competencia.

RECORDATORIOS

- Utilice la sección de "chat" para mandar sus preguntas.
- No se permite la grabación.
- Los recursos (incluyendo esta presentación) están disponibles en <u>www.miamirealtors.com/facts</u>
- NO HAGA PREGUNTAS SOBRE MONTOS DE COMPENSACIÓN - ESTO VIOLARÍA LA POLÍTICA ANTITRUST DE MIAMI REALTORS®.
- Será expulsado del Zoom si pregunta sobre montos específicos de compensación o si de otra manera viola la Política Antitrust.

PRUEBA SORPRESA

¿Cuál es la cosa número 1 que puedes hacer ahora mismo para proteger tu negocio?

A: Asistir a todas las sesiones educativas de MIAMI REALTORS® y utilizar los kits de herramientas.

B: Renovar tu membresía con MIAMI REALTORS® (si aún no lo has hecho) antes de la fecha de aviso de la clase para que seas liberado de responsabilidades bajo el acuerdo de NAR.

C: ¡Ni idea, por eso estamos aquí hoy!



RESPUESTA:

Renueva tu membresía con MIAMI REALTORS® (si no lo has hecho ya) antes de la fecha de notificación de la clase para que seas liberado de responsabilidades bajo el acuerdo de NAR.

¡Consejo rápido: la fecha más temprana para la "notificación de la clase" es el 17 de Agosto de 2024, así que no esperes!



CRONOGRAMA:

- 1 DE AGOSTO DE 2024
 - El Consejo de Administración Corporativo aprobó los Estatutos y las Reglas de MLS actualizados para reflejar los cambios en las reglas.
- 13 DE AGOSTO DE 2024
 - Todos los campos de compensación serán eliminados del MLS.
- 17 DE AGOSTO DE 2024
 - Fecha más temprana posible para el "aviso de clase".
 - Debe ser miembro de REALTOR® antes de la fecha del "aviso de clase" para ser liberado de responsabilidad.
 - TODOS LOS CAMBIOS EN LAS REGLAS DE MLS ENTRAN EN VIGOR.
- 26 DE NOVIEMBRE DE 2024
 - Audiencia para la aprobación final del acuerdo de NAR.



GUIA: 10 PRÉPARARSE PARA EL 17 DE AGOSTO





HOW TO DO BUSINESS NOW

CHECKLIST TO GET READY FOR THE 8/17/24 PRACTICE CHANGES

- RENEW YOUR MEMBERSHIP: REALTOR® membership is required by the "class notice date" (which is no sooner than 8/17/24) to be eligible for release of liability under the NAR settlement
- MLS RULES: learn what's new and how to comply with the new rules
- SELLER-TO-BUYER INCENTIVES: learn what they are and how to use them on behalf of sellers
- 4. FORMS: know what they are and how to use the new Florida REALTORS® forms
- CONTRACTS & DISCLOSURES: make sure your brokerage is using forms that comply with the new MLS Rules and practice changes
- EXISTING LISTING & BUYER REPRESENTATION AGREEMENTS: determine whether you need to amend or use the Compensation Disclosure Form to comply with the new practice changes
- EDUCATION: attend MIAMI's legal updates and the NEW courses MIAMI is licensing to brokers for free that teach you how to do business now
- LICENSE MIAMI'S COURSES: brokers can license new, customizable courses for FREE for their agents to prepare for the practice changes
- 9. ABR: get your certification
- 10. ANTITRUST AUDIT CHECKLIST: use the checklist, take it to your counsel, get it done
- 11. USE MIAMI'S TOOLKITS: miamirealtors.com/facts
- 12. PHOTOFY: educate your brokerages and consumers with cobrandable social media content MIAMI has prepared
- 13. STAY UPDATED: miamirealtors.com/facts
- 14. ASK QUESTIONS: call Florida REALTORS® Legal Hotline or email legal@miamire.com

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TODOS LOS CAMBIOS DEL MLS EMPEZARAN DESDE EL 17 DE AGOSTO DE 2024





MLS RULES AND REGULATIONS ("MLS RULES")

MIAMI ASSOCIATION OF REALTORS®, INC. D/B/A SOUTHEAST FLORIDA MULTIPLE LISTING SERVICE

LAST UPDATED AUGUST 1, 2024 EFFECTIVE AUGUST 17, 2024

1. PURPOSE

MIAMI Association of REALTORS®, Inc. ("MIAMI") d/b/a Southeast Florida Multiple Listing Service ("SEFMLS" or "MLS") is a multiple listing service, which is: a facility for the orderly correlation and dissemination of listing information so that "Participants" and "Other Subscribers," as defined herein, may better serve their customers, clients, and the public; a means of enhancing cooperation among Participants and Other Subscribers; a means by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; and, a means by which Participants engaging in real estate appraisal contribute to common databases. Any matter not specifically addressed in these MLS Rules shall be governed by the policies and procedures set forth by the NATIONAL ASSOCIATION OF REALTORS® ("NAR"), including but not limited to the NAR "Handbook on Multiple Listing Policy," as from time to time amended, and which are incorporated herein by reference. The NAR Handbook on Multiple Listing Policy shall in no instance be interpreted as requiring any constituent member association, such as MIAMI, or association member to adopt or follow any policy which would contravene law applicable to MIAMI or association member.

2. SUPERVISION & EFFECTIVE DATE OF CHANGES IN MLS RULES

SEFMLS is supervised by the Residential and BROWARD-MIAMI Boards of Governors of MIAMI, which supervision includes making changes in, and enforcing, the MLS Rules, subject to the final approval of the Corporate Board of Directors of MIAMI. Any changes to the MLS Rules are effective upon approval by the Corporate Board of Directors of MIAMI. Participants' and Subscribers' ongoing and continued use of and access to the SEFMLS constitutes their consent to be bound by the MLS Rules, both as they exist now and as may be amended in the



MIAMI Association of REALTORS®, Inc. d/b/a Southeast Florida Multiple Listing Service Page 1 of 63

LAS OFERTAS DE COMPENSACIÓN ESTARÁN PROHIBIDAS EN EL MLS A PARTIR DEL 13 DE AGOSTO DE 2024

- Las compensaciónes desaparecerán.
- No se permiten ofertas de compensación en comentarios, fotos, documentos, videos, etc.
- Las ofertas de compensación, si las hay, están permitidas en su sitio web con sus listados.
- Los comentarios del corredor pueden incluir sitios web, pero no pueden vincular directamente a una página con compensación (si la hay).
- Sin excepciones
- · Sin soluciones alternativas.
- Las multas serán sustanciales.

DESCARGAR EL KIT DE HERRAMIENTAS





BEST PRACTICES: data feeds, websites, and compensation

DO

- DO advertise offers of compensation (if any) off the MLS, if you are the listing broker and it is your listing, including:
 - On the listing, on your own website
 - Alongside the listing, with an IDX feed
 - Signs and sign riders
 - Flvers
 - Social media posts
 - Text, email, phone calls
- DO include compensation disclosures
 - "Compensation is fully negotiable"
- DO use the MLS for seller concessions (if any)
- DO include the URL to your website with the listing in the broker remarks

DO NOT

- DO NOT use the MLS to create, support, or facilitate any mechanism to offer compensation (if any)
- DO NOT include any compensation details (if any) in the MLS
- DO NOT use seller concessions fields as a replacement for compensation (if any)
- DO NOT have a blanket statement or policy on your website about specific amounts of compensation offered to cooperating brokers (if any)

DISCI AIMERS.

has a only meant to givenue education and intermation and is in oil a substitute for convenience of the recipient. MIAMI REAL TORSIS does not recommend or endorse he contents of third-party sites. For legal advice or representation, contact private he contents of third-party sites. For legal advice or representation, contact private not be constituted as legal advice or as an offer to perform legal resirves on any other party of the performance of the performance of the performance of developments or information. Nothing is intended to create an attorney-client relationship and shall not be construed as legal advice. The information is not auranteed to be correct, complete, current, or ustables MiAMI REAL TORSIS makes information in these materials. Recipients of the information in the program or materials should not act or refraint from acting on the basis of any information without seeking appropriate legal advice on the particular facts and conumbances expressly disclaims all liability with respect to actions state or not taken by the expressible of the property of the property of the property of the program of the program of suppositions.

ESTÁ PROHIBIDO FILTRAR POR COMPENSACIÓN, SI LA HAY, O POR CORREDURÍA/AGENTE

- Los miembros no pueden, y SEFMLS no debe habilitar la capacidad de, filtrar o restringir los listados que se comunican a los clientes basándose en:
 - La existencia o nivel de compensación ofrecida al corredor cooperador.
 - El nombre de una correduría o agente.
- Divulgar todos los listados a los clientes.



NUEVAS OPCIONES DE INCENTIVOS DEL VENDEDOR AL COMPRADOR ("CONCESIONES DEL VENDEDOR") ESTÁN DISPONIBLES EN EL MLS.

- Las concesiones del vendedor estaban permitidas y continúan permitiéndose.
- Los nuevos campos son opcionales.
- Utilice el kit de herramientas de MIAMI.



NUEVOS CAMPOS OPCIONALES DE MLS: INCENTIVOS DEL VENDEDOR AL

Financial Information

Assumable:

\$/SOH Value:

Assessed 5:

Total Mortg:

Terms:

All Cash, Conventional

Membership: No Land Lse Fee:

Type of Assoc: Application Fee:

Maint Fee: Maint Fee Incl:

Flood Zone: $\times X$

No

Owner Agent:

Assoc Fee: Tax Amount: \$269 \$9,928

Homeowners

Assoc Fee Pd: Monthly Tax Year:

2022

Tax Info:

Tax Reflects Other Tax Exemption

Special Info:

Possession Info: Funding

Spec Asse Lardship Pkg: Mult Offers .

PACE:

Seller-to-buyer incentives: Yes Seller will consider seller-to-buyer incentives if included in offer to purchase



DESCARGAR EL KIT HERRAMIENTAS





SELLER CONCESSION OPTIONS

This menu of options is a reference guide for brokers and agents.

Seller concessions are fully negotiable. The amount and kind of concessions sellers, buyers, and their brokers decide to incorporate into their deals are unilateral and independent business decisions.

SELLER CONCESSIONS

- Buyer closing costs
- · Appraisal fees
- Title search fees
- · Loan origination fees
- Inspection fees
- Recording fees
- · Attorneys' fees
- HOA fees
- · Condo fees
- · Special assessments
- Real estate taxes
- Liens
- Repairs
- Buydowns
- · Home warranties
- Price reduction: \$ amount
- Price reduction: % amount
- · Other: list in broker remarks

DISCLAIMERS:

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BEST PRACTICES

- Seller concessions benefit both the buyer and seller
 - For buyers, can reduce up front costs and barriers associated with purchasing a home
 - For sellers, concessions can make the property more attractive by bringing more potential buyers (helping to ensure max net profit to the seller) and can speed up a transaction
- You don't have to wait to start utilizing seller concessions in negotiations start now!
 - Required MLS changes go live on August 17, 2024, but seller concessions are currently permitted
- Add notes or details in BROKER REMARKS
 - Do NOT include offers of compensation in the broker remarks or anywhere else in the MLS
- · Seller concession limits
 - · Depend on buyer's mortgage loan
 - If no mortgage loan, likely no limits



REQUISITOS DEL CONTRATO:

SE REQUIREN DIVULGACIONES DE COMPENSACIÓN Y ACUERDOS DE CORREDOR DEL COMPRADOR

- Divulgaciones de compensación requeridas para vendedores, compradores y posibles vendedores y compradores.
- Se requieren acuerdos de corredor del comprador por escrito antes de mostrar una casa.
 - Solo residencial.
 - No en transacciones comerciales o arrendamientos
 - pero la ley antitrust se aplica a todas las transacciones inmobiliarias.



REQUISITOS DEL CONTRATO:

TODOS LOS CONTRATOS

- Deben indicar de manera visible (no en letra pequeña) que las comisiones son completamente negociables y no establecidas por la ley.
- No se puede representar que los servicios son "gratuitos" o "disponibles sin costo" a menos que no reciba ninguna compensación financiera de ninguna fuente por esos servicios.

REQUISITOS DEL CONTRATO: CORREDURÍAS ACTUANDO EN NOMBRE DE **VENDEDORES**

- Debe divulgar de manera visible a los vendedores y obtener la aprobación del vendedor para cualquier pago u oferta de pago que el corredor de la lista o el vendedor haga a otro corredor, agente u otro representante que actúe en nombre de los compradores.
- Debe proporcionarse por escrito, antes de cualquier pago o acuerdo para pagar a otro corredor que actúe en nombre de los compradores, y especificar la cantidad o tasa de dicho pago.



REQUISITOS DEL CONTRATO: CORREDURÍAS **ACTUANDO EN** NOMBRE DE **COMPRADORES**

- No se puede recibir compensación por servicios de corretaje de ninguna fuente que exceda la cantidad o tasa acordada en el acuerdo de corredor del comprador.
- Si se recibe compensación de cualquier fuente, el acuerdo debe especificar y divulgar de manera visible la cantidad o tasa de compensación que recibirá la correduría o cómo se determinará la cantidad.
- La compensación debe ser "objetivamente determinable" y no puede ser "abierta".
- Los acuerdos de corredor del comprador no se envían a SEFMLS a menos que sean auditados.



REQUISITOS DE DIVULGACION:

DESCARGAR EL FORMULARIO



COMPENSATION DISCLOSURE FORM

By signing below, I affirm under penalty of perjury that on the date indicated below, I provided and/or discussed this Compensation Disclosure Form to the Buyer or Seller named below, who may be a current customer or a prospective buyer or seller, in accordance with the requirements of the NAR settlement agreement and the forthcoming new MIAMI Association of REALTORS® Southeast Florida Multiple Listing Service (SEFMLS) Rules and Regulations, which will take effect on August 17, 2024.

1. COMPENSATION - AMOUNTS

Compensation paid to the broker(s), if any, is not set by law. Compensation could include but is not limited to commission. The amount and manner in which compensation, if any, is paid and/or made always has been and remains fully negotiable.

2. COMPENSATION - MODELS

Compensation models are also fully negotiable. Like compensation amounts, the compensation model(s) a brokerage uses are unilateral and independent business decisions. Sellers and buyers have the choice of who they want to pay and how they want to pay them.

3. OFFERS OF COMPENSATION ARE NOT REQUIRED, BUT ARE STILL ALLOWED

Sellers are not required to make an offer of compensation to a buyer's broker; but, sellers may if they choose to do so. If they do, sellers decide how much that listing broker should offer a buyer's broker. The buyer's broker may still receive compensation via an offer made from a listing broker and/or seller. Offers of compensation, if made, are not required to be blanket, unconditional, or unilateral.

4. OFFERS OF COMPENSATION WILL NOT BE ALLOWED IN THE MLS AS OF AUGUST 17, 2024

As of August 17, 2024, displaying compensation, if any, on the SEFMLS will be prohibited. This includes stating whether compensation is offered and amounts. However, offers of compensation, if any, may be advertised on a listing broker's website as long as it is their own listing. Again, sellers are not prohibited from offering buyer's broker compensation.

5. BROKERAGES CANNOT FILTER LISTINGS

Brokerages cannot filter out or restrict listings that are communicated to customers based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent.

6. REQUIRED DISCLOSURES REGARDING COMPENSATION

Brokers may not represent to a customer that their brokerage services are free or available at no cost, unless they will receive no financial compensation from any source of those services. Brokerages acting for buyers may not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer. If a brokerage will receive compensation from any source, the agreement must specify and conspicuously disclose the amount or rate of compensation the brokerage will receive or how the amount of will be determined. To that end, the amount of compensation reflected must be objectively ascertianable and may not be open-ended. Brokerages acting for sellers must 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 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.

SIGNATURE: Printed name: Check one:	☐ Agent	SIGNATURE: Printed name: Check one:	Seller Buyer	
Name of brokerage: Date provided and discussed: Method(s) provided and/or discussed:	☐ In person ☐ Email ☐ Text ☐ Telephone ☐ Zoom ☐ Other			

DISCLAIMERS: WHILE THIS COMPENSATION DISCLOSURE FORM IS PROVIDED BY MIAMI ASSOCIATION OF REALTORS®, INC. ("MIAMI REALTORS®"), IT IS ONLY MEANT TO PROVIDE EDUCATION, RESOURCES, AMD INFORMATION AND IS NOTA 3 EQUESTITUTE FOR LEGAL ADVICE. MIAMI REALTORS® does not recommend or endors the contents of third-parties. For legal advice or representation, content private coursed for call the FLORIDIA DELATORS® (Despite 1), this should not be construed as legal advice or resource as an offer to perform legal services on any subject matter. It contains general information and may not reflect current legal developments or information. Nothing is intended to create an attorney-client religiously paint and land to be construed as legal advice or presentation. The information is not guaranteed to be correct, being adviced for representation. The information is not guaranteed to be correct, and the plant of the program or materials should not act or reflect the program or materials should not be construed as legal advice or representation. The information is not guaranteed to be correct, and the plant of the program or materials should not act or reflect the program or materials should not act or reflect the program or materials should not act or reflect the program or materials should not act or reflect the program or materials should not act or reflect the program or materials should not act or reflect the program or materials should not act or reflect the program or materials should not act or reflect the program or materials. The lamm, conditions, and disclaimers reflect to the use of the Compensation Disclasure form are it grammatical reflects.



VIOLACIONES DE MLS: HOJA DE MULTAS ACTUALIZADA DISPONIBLE LA PRÓXIMA SEMANA

28. COMPLIANCE WITH MLS RULES

28.1 COMPLIANCE WITH MLS RULES: AUTHORITY TO IMPOSE DISCIPLINE

28.1.1 By becoming and remaining a Participant or Subscriber in the SEFMLS, each Participant and Subscriber agrees to be subject to the MLS Rules and Governing Documents. SEFMLS may, through the administrative and hearing procedures established in these MLS Rules, impose discipline for violations of the MLS Rules and any provisions of the Governing Documents. Discipline that may be imposed may only consist of one or more of the following: (1) letter of warning; (2) letter of reprimand; (3) attendance at SEFMLS orientation or other appropriate courses or seminars which the Participant or Subscriber can reasonably attend taking into consideration cost, location, and duration; (4) appropriate, reasonable fine not to exceed \$15,000 (the then-current fine schedule is at www.miamirealtors.com/mls); (5) suspension of SEFMLS rights, privileges and services for not less than 30 days nor more than 1 year; and/or (6) termination of SEFMLS rights, privileges, and services with no right to reapply for a specified period not to exceed 3 years.



KITS DE HERRAMIENTAS:

- GUÍA : CÓMO PREPARARSE PARA EL 17 DE AGOSTO
- PRESENTACIÓN: ACTUALIZACIÓN LEGAL Y PLAN DE ACCIÓN
- FORMULARIO DE DIVULGACIÓN DE COMPENSACIÓN
- MODELOS DE COMPENSACIÓN
- OPCIONES DE CONCESIÓN DEL VENDEDOR
- MEJORES PRÁCTICAS: PROPIEDADES PERTENECIENTES A COMPAÑÍAS CONSTRUCTORAS
- FLORIDA: RELACIONES AUTORIZADAS DE LOS BROKERS
- MEJORES PRÁCTICAS: FUENTES DE DATOS, SITIOS WEB, COMPENSACIÓN

DESCÁRGALOS AQUÍ





MODELOS DE COMPENSACIÓN:

DESCARGAR EL KIT DE HERRAMIENTAS







COMPENSATION MODELS

This menu of options is a reference guide for brokerages.

Compensation models and amounts, if any, are always fully negotiable and are not set by law. Like compensation amounts, the compensation models a brokerage uses are independent and unilateral business decisions.

MAKE SURE YOU ARE USING THE NEW COMPENSATION DISCLOSURE FORM!

LISTING BROKERS

- · Compensation paid by seller:
 - X% of sale price
 - Flat fee
- À-la-carte services or packages:
 - SEFMLS
 - Syndication
 - Marketing
 - Social media
 - Reverse prospecting
 - Targeted emails to target audiences (REALTOR® members or real estate licensees who have sold or reside in the community)
 - Mailers
 - · Personalized calls, voicemails, texts to target audiences
 - Professional photos
 - Professional videos
 - Staging
 - Appraisals
 - Home inspections

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BUYER BROKERS

- · Offer of compensation from the listing broker and/or seller:
 - · X% of sale price
 - Flat fee
- · Fixed fees paid by buyer to buyer broker
- · Payment plans
- À-la-carte services or packages:
 - Research on listings
 - Showings
 - Negotiations
 - Inspection process
 - Closing support
- · Additional contract clause for new construction
- · Seller concessions to offset fees due from buyer
- · Combination of these models
 - Example: Buyer to pay \$XYZ for buyer broker's services. If offer of compensation from the listing broker does not cover all or part of the buyer broker's fees, then buyer to pay installments for the balance.

NUEVA CONSTRUCCIÓN Y INVENTARIO DE DESARROLLADORES: DESCARGAR EL KIT DE HERRAMIENTAS



BEST PRACTICES: COMPANIELLORS developer owned properties

BEST PRACTICES

- South Florida is a unique market where many sales include developer owned inventory and new construction
- · Make sure your business practices and contracts get you paid
- Compensation models and amounts, if any, are always fully negotiable and are not set by law
- Like compensation amounts, the compensation models a brokerage uses are independent and unilateral business decisions
- USE THE NEW COMPENSATION DISCLOSURE FORM ON MIAMIREALTORS.COM/FACTS

LISTING BROKERS

LISTING AGREEMENTS SIGNED BEFORE AUGUST 17, 2024:

- Use the Compensation Disclosure Form to comply with the NAR settlement and forthcoming rule changes to the SEFMLS
- LISTING AGREEMENTS SIGNED ON OR AFTER AUGUST 17, 2024:

 Florida PEALTONS® is releasing form
 - Florida REALTORS® is releasing forms in mid-June with all the required disclosures

DISCLAIMERS:

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BUYER BROKERS

• BEFORE AUGUST 17, 2024:

- Not required, but best practice is to use the Compensation Disclosure Form to comply with the NAR settlement and forthcoming rule changes to the SEFMLS
- ON OR AFTER AUGUST 17, 2024:
 - Florida REALTORS® is releasing new buyer broker agreement forms in mid-June to comply with the NAR settlement
 - Buyer broker cannot be paid more than what is in the buyer broker agreement
 - Option 1: buyer and buyer broker sign a modification to the agreement
 - Option 2: buyer approves multiple compensation options on the buyer broker agreement - including one for "developer owned properties" - so that the compensation is "objectively ascertainable" and not "open ended"

LISTA DE VERIFICACIÓN DE AUDITORÍA ANTITRUST:

DESCARGAR EL KIT DE HERRAMIENTAS



ANTITRUST AUDIT

ANIAMIREALTORS

ANTITRUST POLICY

- O Draft and implement an antitrust policy Draft a do
- O Distribute to office, teams, agents
- Train on it
- O Include in customer onboarding materials
- Template at miamirealtors.com/antitrust

DOCUMENT RETENTION POLICY

- O Draft a document retention policy (MIAMI REALTORS® does not have forms for this)
- O Distribute to office, teams, agents
- Train on it
- Monitor compliance

CONTRACTS

- Review all contracts for the brokerage with legal counsel (all business decisions must be made unilaterally and independently)
- Includes: listing agreements; buyer broker agreements; any contracts regarding compensation
- Consider: arbitration clauses; compensation structures; reminders that compensation is always negotiable

POLICIES

- Review training materials, scripts, policies, manuals, independent contractor agreements, etc. with legal counsel to ensure compliance with antitrust policy and laws
- Review social media regularly to ensure agents and firms are not violating antitrust laws

EDUCATION

- Accredited Buyer's Representative (ABR)
- FLORIDA REALTORS®' course on working using buyer broker agreements
- Check miamirealtors.com/antitrust for legal updates, webinars, and resources
- Check https://facts.realtor for FAQs and updates (members only)

LAWYER UP

- O Draft and/or review policies
- O Train offices and teams
- Customize contracts
- Ensures all business decisions are made unilaterally and independently

DISCLAIMERS:

This Antitrust Audit checklist is only meant to provide education and information and is not a substitute for legal advice. It contains links to other third-party websites, which are only for the convenience of the recipient. MIAMI REAL TORS9 does not recommend or endorse the contents of hird-party sites. For legal advice or representation, contact private conseil or call great and the provided representation of the party sites. For legal advice, or representation, contact private conseil or call great and the provided representation of the party of the recipient relationship and shall not be construed as legal advice. The information is not guaranteed to be correct, complete, current, or suitable. MIAMI REALTORS9 makes no warranty, expressed or implied, about the accuracy or reliability of the information in these materials. Recipients of the information in this program or materials should not act or refrain and entire on the basic of any information without seeking appropriate legal advice on the particular facts and circumstances at issue from an attorney licensed in the recipient's state. MIAMI REALTORS9 expressly disclaims all liability with respect to actions taken or not taken by the excipient based on any or all of the information and materials.

FORMULARIOS DE FLORIDA REALTORS® DISPONIBLES AHORA:

PUBLICADO EL 21 DE JUNIO DE 2024:

- Acuerdo de Compensación Vendedor al Corredor del Comprador (CASB-1)
- Acuerdo de Compensación Corredor del Vendedor al Corredor del Comprador (CABB-1)
- Modificación al Acuerdo de Compensación Vendedor al Corredor del Comprador
- Modificación al Acuerdo de Compensación Corredor del Vendedor al Corredor del Comprador

PUBLICADO EL 9 DE JULIO DE 2024:

- Acuerdo de Corretaje Exclusivo para Compradores, Consentimiento para la Transición a Corredor de Transacciones
- o Acuerdo de Corretaje Exclusivo para Compradores, Sin Relación de Corretaje
- Acuerdo de Corretaje Exclusivo para Compradores, Agente Único
- Acuerdo de Corretaje Exclusivo para Compradores, Corredor de Transacciones

PUBLICADO EL 23 DE JULIO DE 2024:

- Acuerdo Pre-Tour de Propiedad (PPTA-1)**
- Acuerdo de Exhibición Revisado (SA-4)**
- Modificación al Acuerdo de Corretaje Exclusivo para Compradores/Acuerdo de Exhibición (MEBBSA-1)

FORMULARIOS DE FLORIDA REALTORS® DISPONIBLES AHORA:

PUBLICADO EL 30 DE JULIO DE 2024::

- Acuerdo de Listado de Derecho Exclusivo de Venta con Consentimiento para la Transición a Corredor de Transacciones (ERS-20tn)
- Acuerdo de Listado de Derecho Exclusivo de Venta Sin Corretaje (ERS-17nr)
- Acuerdo de Listado de Derecho Exclusivo de Venta con Corredor de Transacciones (ERS-20tb)
- Acuerdo de Listado de Derecho Exclusivo de Venta con Agente Único (ERS-19sa)
- Acuerdo de Listado Exclusivo de Corretaje (EBLA-12)

PUBLICADO EL 6 DE AGOSTO DE 2024:

- Declaración de Divulgación de Compensación (CDS-1)
- Acuerdo de Compensación Vendedor al Corredor del Comprador (CASB-1)
- Acuerdo de Compensación Corredor del Vendedor al Corredor del Comprador (CABB-1)
- Modificación al Acuerdo de Compensación Vendedor al Corredor del Comprador
- Modificación al Acuerdo de Compensación Corredor del Vendedor al Corredor del Comprador

CURSOS DE FLORIDA REALTORS®:

HABLEMOS DE ACUERDOS DE LISTADO

HABLEMOS DE ACUERDOS DE CORRETAJE PARA COMPRADORES







NOTAS IMPORTANTES AL UTILIZAR LOS FORMULARIOS DE FLORIDA REALTORS®

	FloridaRealtors
am a real estate licensee with	brokerage ("Broker").
Consumer(s)	(collectively "Consumer") will use Broker's services to view
roperties the parties mutually agree upon for days	from the date the last party signs this agreement.
roker compensation:	
- Brokerage commissions are not set by law and	d are fully negotiable.
- You do not owe Broker any compensation at this	time.
- If you wish to work with Broker to purchase prope	rty Broker shows you. Broker's compensation for services
Broker provides to you will be as follows (check a	is applicable), unless amended by the parties in writing:
\$ (flat fee) due at closing.	
	e price plus \$ due at closing.
other:	due de dissaing.
	perty, Broker may ask you to sign a separate agreement detailing
	or all of the above compensation. If a seller or listing broker
	s 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.
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ACUERDO PREVIO A LA VISITA DE LA PROPIEDAD (PPTA-1)

MIAMI REALTORS® NO RECOMIENDA UTILIZAR ESTE FORMULARIO

NOTAS IMPORTANTES AL USAR LOS FORMULARIOS DE FLORIDA REALTORS®

ACUERDO DE MOSTRACIÓN (SA-4) ACUERDOS DE CORRETAJE DE COMPRADORES (EBBA-7tn, EBBA-7nr, EBBA-7sa, EBBA-7tb)

MIAMI REALTORS® recomienda eliminar esta línea:

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.

¿POR QUÉ?

PROVISIONES DEL ACUERDO DE LIQUIDACIÓN DE NAR REQUERIDAS AL TRABAJAR CON COMPRADORES:

- 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
- 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;

PROVISIONES DEL ACUERDO DE LIQUIDACIÓN DE NAR REQUERIDAS AL TRABAJAR CON VENDEDORES:

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;

HECHO HASTA **AHORA**

- DESDE EL 15 DE MARZO DE 2024, MÁS DE 14,200 PARTICIPANTES EN 60 CLASES SOBRE CÓMO HACER NEGOCIOS AHORA INGLÉS Y ESPAÑOL
- Comprensión de los Acuerdos de Corretaje para Compradores y Cómo Implementarlos:
 - 24 clases
 - Más de 1,500 participantes
- Representante Acreditado de Compradores (ABR):
 - 25 seminaries
 - 50 días de cursos (cada curso dura dos días)
 - Más de 2,600 participantes
- Actualizaciones Legales con nuestro Chief Legal Counsel, Evian White De Leon:
 - 11 clases
 - 9,000 participantes
- Cursos licenciados por MIAMI:
 - 4 seminaries
 - Más de 800 participantes



¿QUÉ ESTA HACIENDO MIAMI POR TI AHORA?

EDUCACIÓN

- Nuevos cursos comisionados por MIAMI y licenciados a corredores de forma gratuita
 - Mejores Prácticas y Rentabilidad en la Agencia del Comprador
 - Conversaciones sobre Compensación
 - Webinarios Legales
 - Más cursos de ABR y Comprensión de BBA

NUEVOS KITS DE HERRAMIENTAS

 Menús de opciones para modelos de compensación, mejores prácticas para nueva construcción, nuevos formularios, cómo usar los cursos licenciados, y MÁS

CORRECCIÓN DE CONFUSIÓN Y MALENTENDIDOS EN LOS MEDIOS

- Trabajando con nuestro Jefe de Comunicaciones y una firma de relaciones públicas de primer nivel para aclarar confusiones y malentendidos en los medios
- Utilizar plantillas en Photofy para ayudarnos a lograrlo



ACUERDO DE LICENCIA DEL CURSO DE BROKER



¡Ahora tienes la oportunidad de licenciar y enseñar estas clases en tus propias corredurías!

Agencia del Comprador: Mejores Prácticas y Rentabilidad(Steven David)

Conversación a la Compensación (Cynthia DeLuca)

¡MÁS están llegando pronto con Josh Cadillac, Wesley Ulloa, y otros!



RECURSOS



NAR

facts.nar competition.realtor

MIAMI REALTORS®

miamirealtors.com/facts legal@miamire.com

