

**LEGAL  
UPDATES &  
FORMS**

# 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.

# ASK LEGAL!

- **Legal landscape**
- **Greatest hits: don't forget about your toolkits**
- **New tools, education, resources, and forms**
- **Sneak peak of what's coming soon**
- **Fun facts about your MIAMI REALTORS® Legal**

**Department**

- **Webinars you don't want to miss**

A low-angle photograph of a red roller coaster track with teal support pillars against a blue sky with light clouds. The track forms a large loop on the left and another smaller loop on the right.

# THE THEME OF 2025 IS...



# WE'VE GOT YOU! UPDATES:

- **CORPORATE TRANSPARENCY ACT (CTA)**
  - Court stopped enforcement (for now)
  - No requirement to file (as of today)
  - New rules are expected on or about 3/21/25
- **FEDERAL COMMUNICATIONS COMMISSION (FCC) ONE-TO-ONE RULE**
  - Vacated (great news)
  - TCPA and FTSA still stand
  - Webinars and toolkits on best practices on how to comply with both - [miamirealtors.com/legalupdates](https://miamirealtors.com/legalupdates)
- **FCC OPT-OUT RULE**
  - Goes live on 4/11/25
  - Requires businesses to honor requests to opt-out of calls, texts within 10 business days
- **CONSUMER FINANCIAL PROTECTION BUREAU (CFPB)**
  - New rule removing billions in medical debt from credit reports
  - Litigation delayed effective date until 6/15/25
  - Future of the agency and the rule is unclear; we are monitoring
  - New toolkit on how to dispute information on credit report - [miamirealtors.com/legalupdates](https://miamirealtors.com/legalupdates)
- **SB 264 LITIGATION**
  - Shen v. Simpson (pending decision from 4/12/24 oral argument)
  - NFHA v. Florida (on hold pending outcome of Shen v. Simpson; next status conference 5/28/25)



# ANTITRUST UPDATES:

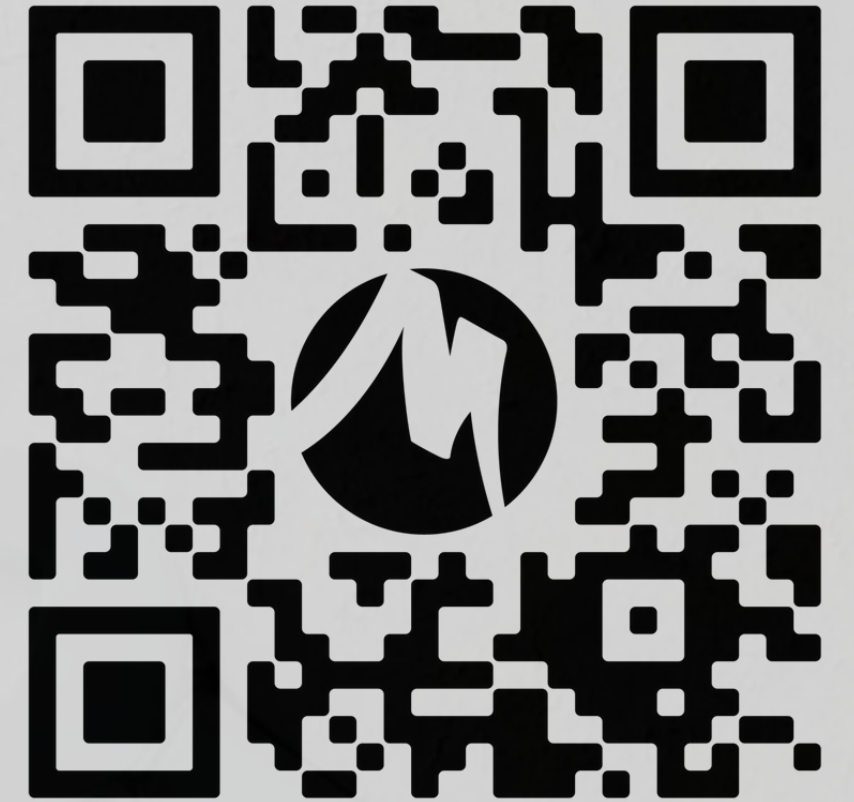
- **SITZER-BURNETT / MOERHL**
  - Practice changes required went live on 8/17/24
  - Court approved the settlement on 11/26/24
  - MIAMI REALTORS® was not a defendant, but did opt in to the protections of the settlement
  - Overhauled MLS Rules, Bylaws, and all education materials
- **MLS PIN**
  - Settlement is pending approval by the court (has been pending for 3 years)
  - DOJ filed statement of interest on 3/17/25
  - DOJ's position is settlement should not be approved because it fails to prohibit offers of compensation in the MLS
  - If approved, settlement generally only affects eastern Massachusetts
- **BATTON 2 (ORIGINALLY LEEDER)**
  - Class action - plaintiffs are buyers
  - Still pending
- **ACT LIKE THEY'RE WATCHING (BECAUSE THEY ARE)**
  - DOJ enforcement actions continue
  - Lawsuits continue
  - Stay ready so you don't have to get ready!

*Our Superpower:  
The Ability to  
Adapt to  
Change*



# TOOLKITS:

- **THE ROADMAP: HOW TO GET READY FOR AUGUST 17**
- **SLIDE DECK: LEGAL UPDATE & ACTION PLAN**
- **COMPENSATION DISCLOSURE FORM**
- **COMPENSATION MODELS**
- **SELLER CONCESSION OPTIONS**
- **BEST PRACTICES: DEVELOPER OWNED PROPERTIES**
- **FLORIDA: AUTHORIZED BROKER RELATIONSHIPS**
- **BEST PRACTICES: DATA FEEDS, WEBSITES, COMPENSATION**
- **ROADMAP FOR THE NEW FORMS**
- **MUST-KNOW ANSWERS TO YOUR TOP QUESTIONS**
- **RIDERS FF & GG TO THE RESIDENTIAL PURCHASE AND SALE CONTRACT**
- **SECURE THE BAG**
- **SELLER'S CONSUMER GUIDE**
- **BUYER'S CONSUMER GUIDE**



CONSUMER CENTRAL - ANSWERS TO THEIR TOP ASKED QUESTIONS



# NEW RESOURCE: FORMS GUIDE

NEW!

**MIAMI REALTORS**  
**FLORIDA REALTORS® FORMS:**  
guide to new forms and updates  
UPDATED FEBRUARY 6, 2025

UPDATES! COMMERCIAL FORMS			
ERLC-1k	Exclusive Right to Lease – Commercial	1/25	This is a listing agreement for a commercial property where the owner grants the listing broker the sole right to lease the property.
ETBC-1x	Exclusive Tenant Brokerage Agreement – Commercial	1/25	This form is used where an owner gives the listing broker the exclusive right to secure a tenant for the owner's commercial property.
UPDATES! RESIDENTIAL LEASING FORMS			
PRA-2	Prospective Tenant Retainer Agreement	1/25	Updated form for a listing broker to use with a prospective tenant who is paying a retainer fee.
ERL-13	Exclusive Right to Lease Listing Agreement	1/25	This form is used where an owner gives the listing broker the exclusive right to secure a tenant for the owner's residential property.
UPDATES! RESIDENTIAL PURCHASE & SALE CONTRACTS			
FloridaBar-7	Residential Contract for Sale and Purchase	12/24	The Florida Realtors®/Florida Bar Joint Contract Committee made the following three changes in both contracts:  Updated to better define "Closing Services" in paragraph 9 and clarify that each party to the transaction shall bear their own costs for Closing Services related to their respective role in the transaction (buyer or seller).  Paragraph 15(a) was revised to remove the provision that allowed the cooperating broker to request half of a listing broker's retained deposit (if any) in the event of a buyer default.  Paragraph 19 was changed to add check boxes for the previously approved riders FF and GG. <a href="#">CLICK HERE</a> to preview detailed changes to the FloridaBar-7.
ASIS-7	"As-Is" Residential Contract for Sale and Purchase	12/24	See above; same changes as FloridaBar-7. <a href="#">CLICK HERE</a> to preview the detailed changes to the ASIS-7.
CRSP16x_J	Addendum to Contract for Residential Sale and Purchase: Homeowners' Association Addendum	1/25	An addendum for properties that are part of voluntary or mandatory homeowners' associations. It sets forth important information about the association approval, the association's right of first refusal, fees the buyer or the seller will have to pay, special assessments, dues, maintenance, fees, and disclosures. Note that

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CRSP16xxxx_F	Addendum to Contract for Residential Sale and Purchase: Condominium Association Addendum	1/25	there is not a contractual requirement for the seller to provide homeowners' association documents.  Updated to comply with the changes to Fla. Stat. Sec. 718.503 of the Florida Condominium Act that went into effect on December 31, 2024. Newly added to this form are conspicuous statements with checkboxes that address the milestone inspection, turnover inspection report, and structural integrity reserve study and whether the condominium association has or has not completed them or is not required to do so. <a href="#">CLICK HERE</a> to preview the detailed changes.
SPDR-4	Seller's Property Disclosure – Residential	1/25	This form now allows sellers to disclose details about properties located in historic districts, along with any other facts that materially affect the property's value that is not readily apparent to buyers.
Condo Governance	Condominium Governance Form	2021-22	Form created and required by the Florida Department of Business and Professional Regulation; it is In Form Simplicity.
NEW! ADDENDA TO RESIDENTIAL PURCHASE & SALE CONTRACTS			
VLCA-1c_C	Addendum to Vacant Land Contract: Homeowners' Association Addendum	1/25	This new form allows sellers of residential vacant land within a homeowners' association to disclose to buyers the association's rules and restrictions.
MISIRS-1	Milestone Inspection and Structural Integrity Reserve Study	1/25	New form setting forth required disclosures under Florida law regarding buyer(s)' acknowledgement, milestone inspections, and other disclosures.
NEW! CR-7 RIDERS TO THE RESIDENTIAL CONTRACT FOR SALE AND PURCHASE			
CR-7_A	Condominium Rider	12/24	Updated to comply with the changes to Fla. Stat. Sec. 718.503 of the Florida Condominium Act that went into effect on December 31, 2024. Newly added to this form are conspicuous statements with checkboxes that address the milestone inspection, turnover inspection report, and structural integrity reserve study and whether the condominium association has or has not completed them or is not required to do so. <a href="#">CLICK HERE</a> to preview the detailed changes.
CR-7_EE (now QIC-1)	Qualifying Improvements Addendum to Contract (Previously PACE Addendum to Contract)	12/31	This was formerly the Property Assessed Clean Energy (PACE) Disclosure.

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# NEW RESOURCE: ROADMAP TO COMMERCIAL FORMS

NEW!

**MIAMI REALTORS**  
**FLORIDA REALTORS® FORMS:**  
roadmap to the commercial forms  
UPDATED FEBRUARY 18, 2025

LETTER OF INTENT			
DEALY	Letter of Intent (LOI) to Lease	2024	May be used ahead of a potential lease agreement. This is only available in the Dealy platform, which is accessible from the MIAMI REALTORS® dashboard.
DEALY	Letter of Intent (LOI) to Purchase	2024	May be used ahead of a potential purchase and sale agreement for real property. This is only available in the Dealy platform, which is accessible from the MIAMI REALTORS® dashboard.
PTS-1	Proposed Terms Sheet	3/14	May be used to set forth possible terms for the proposed sale and purchase of a property.
COMPENSATION			
CA-8	Commission Agreement	11/24	May be used between seller/landlord and their broker to establish compensation to be paid to the broker (if any).
CAOT-1	Compensation Agreement – Owner / Listing Broker to Tenant's Broker	8/24	May be used to establish compensation (if any) that the owner/listing broker will pay to tenant's broker.
CARB-1	Compensation / Commission Addendum – Related to Buyer's Broker	11/24	Amendment to "Vacant Land Contract" or "Commercial Contract" that provides seller concessions to buyer or compensation (if any) paid directly to buyer's broker.
COMMERCIAL CONTRACT & ADDENDA			
CC-5xx	Commercial Contract	8/24	May be used for the sale and purchase of commercial property. It is not designed for complex transactions or the sale of businesses without land.
OC-5	Commercial Contract: Optional Clauses	10/09	Contains additional clauses that a seller and buyer may want to add to the "Commercial Contract" (CC-5xx).
SUP-1	Sight Unseen Property Disclosure and Acknowledgement	1/24	May be used when prospective buyer/tenant without physically visiting the property (or only having seen the property on an electronic/virtual tour).
AGA-1	Appraisal Gap Addendum	9/22	Should only be used with conventional/cash financing and should not be used in conjunction with the "Appraisal Contingency Rider" or "Appraisal Addendum."
BWTIR-1	Buyer's Walk-Through Inspection / Reinspection	1/12	May be used for an inspection or reinspection of the property solely to satisfy buyer regarding the condition of the property.
BRR-1	Buyer's Request for Repairs and / or Remedies	4/14	May also be used in commercial transactions when buyer is requesting repairs and/or remedies.
EAC-1	Escalation Addendum to Contract	2021	May be incorporated into Commercial Contract or Vacant Land Contract.
EA-4	Extension Addendum to Contract	3/21	May be used with various contract forms to extend time periods in the Vacant Land Contract or Commercial Contract.
QIC-1	Qualifying Improvements Addendum to Contract	1/25	Previously the PACE Addendum to Contract. To be used at or before a purchaser executes a contract for the

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NEW!

# NEW RESOURCE: BROKER'S COMMISSION NOTICE UNDER FLORIDA COMMERCIAL REAL ESTATE SALES COMMISSION LIEN

**BROKER'S COMMISSION NOTICE**  
**UNDER THE FLORIDA COMMERCIAL**  
**REAL ESTATE SALES COMMISSION LIEN ACT**

This Notice is hereby given pursuant to the Florida Commercial Real Estate Sales Commission Lien Act, Part III (§§ 475.700-475.719), Chapter 475, Florida Statutes (the "Act"), that the undersigned real estate broker ("Broker") is entitled to receive a sales commission in the amount set forth below from the Owner defined below pursuant to the terms of a written brokerage commission agreement regarding the Commercial Real Estate described herein, and the undersigned Broker claims a lien under the act against the Owner's net proceeds from the disposition of the Commercial Real Estate. The Act and this commission notice do not create a lien against the commercial real estate itself, but only against the Owner's net proceeds.

---

1. **NAME OF THE INDIVIDUAL(S), COMPANY, CORPORATION, ENTITY OR OTHER OWNER WHO IS OBLIGATED TO PAY THE COMMISSION ("OWNER"):**  
\_\_\_\_\_  
\_\_\_\_\_

2. **COMMERCIAL REAL ESTATE:**  
County where Commercial Real Estate is located: \_\_\_\_\_  
Folio No.: \_\_\_\_\_  
Legal Description: \_\_\_\_\_  
\_\_\_\_\_

3. **NAME, MAILING ADDRESS, TELEPHONE NUMBER, AND FLORIDA BROKER LICENSE NUMBER OF THE UNDERSIGNED BROKER ("BROKER"):**  
Broker's company or corporation: \_\_\_\_\_  
Broker's name: \_\_\_\_\_  
Broker's title: \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Florida broker real estate license number: \_\_\_\_\_

4. **EFFECTIVE DATE OF THE WRITTEN BROKERAGE COMMISSION AGREEMENT** between the Owner and the Broker under which the commission is or will be payable: \_\_\_\_\_

Page 1 of 3

MIAMI-5: Broker's Commission Notice Under Florida Commercial Real Estate Sales Commission Lien Act  
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Coming soon in Form Simplicity

**NEW!**

# NEW RESOURCE: BROKER'S COMMISSION NOTICE UNDER FLORIDA COMMERCIAL REAL ESTATE LEASING COMMISSION LIEN

Coming soon in Form Simplicity

**BROKER'S COMMISSION NOTICE**  
**UNDER THE FLORIDA COMMERCIAL**  
**REAL ESTATE LEASING COMMISSION LIEN ACT**

This Notice is hereby given pursuant to the Florida Commercial Real Estate Leasing Commission Lien Act, Part III (§§ 475.800-475.813), Chapter 475, Florida Statutes (the "Act"), that the undersigned real estate broker ("Broker") is entitled to receive a leasing commission in the amount set forth below from the Owner defined below pursuant to the terms of a written brokerage commission agreement regarding a lease of the Commercial Real Estate described herein, and the undersigned Broker claims a lien under the Act against the Owner's interest in the Commercial Real Estate in the amount set below.

---

1. **NAME OF THE INDIVIDUAL(S), COMPANY, CORPORATION, ENTITY OR OTHER OWNER WHO IS OBLIGATED TO PAY THE COMMISSION ("OWNER"):**

\_\_\_\_\_

\_\_\_\_\_

2. **THE OWNER OBLIGATED TO PAY THE COMMISSION IS (CHECK ONE):**

The landlord under the lease.  
 The tenant under the lease.

3. **NAME OF THE PERSON(S), COMPANY, CORPORATION, OR ENTITY OWNING THE FEE SIMPLE INTEREST IN THE COMMERCIAL REAL ESTATE, IF OTHER THAN THE OWNER WHO IS OBLIGATED TO PAY THE COMMISSION:**

\_\_\_\_\_

\_\_\_\_\_

4. **COMMERCIAL REAL ESTATE:**

County where Commercial Real Estate is located: \_\_\_\_\_

Folio No.: \_\_\_\_\_

Legal Description: \_\_\_\_\_

\_\_\_\_\_

5. **NAME, MAILING ADDRESS, TELEPHONE NUMBER, AND FLORIDA BROKER LICENSE NUMBER OF THE UNDERSIGNED BROKER ("BROKER"):**

Broker's company or corporation: \_\_\_\_\_

Broker's name: \_\_\_\_\_

Broker's title: \_\_\_\_\_

Page 1 of 3

MIAMI-6: Broker's Commission Notice Under Florida Commercial Real Estate Leasing Commission Lien Act  
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# NEW RESOURCE:

# COMPENSATION AGREEMENT FOR BUSINESS OPPORTUNITY

NEW!

**COMPENSATION AGREEMENT:  
BUSINESS OWNER OR BUSINESS OWNER'S BROKER TO BUYER'S BROKER**

1. **PARTIES.** As defined below, this Business Opportunity Compensation Agreement ("Agreement") is between Buyer's Broker and (CHECK ONE):  Business Owner's Broker or  Business Owner.

2. **BUSINESS WITHOUT LAND.** Description of Business listed by Business Owner's Broker: \_\_\_\_\_ ("Business").

3. **TERM.** This Agreement takes effect when a fully executed copy has been delivered to all parties to this Agreement and will remain in effect for \_\_\_\_\_, or if left blank, then 30 days ("Term"). In no event shall the Term extend past the termination date of Business Owner's Broker's current listing of the Business, including any extensions or effective protection periods; except that, upon full execution of a contract for sale and purchase by a buyer of the Business procured by the Business Owner's Broker ("Purchase Agreement"), the Term will automatically extend through the date of the actual closing of the Purchase Agreement.

4. **BUYER'S BROKER COMPENSATION.** Business Owner or Business Owner's Broker, as selected in Section 1, will compensate Buyer's Broker as follows (CHECK ONE):  
 \$ \_\_\_\_\_ (flat fee)  
 \_\_\_\_\_ %  
 Other (specify): \_\_\_\_\_

5. **DISPUTE RESOLUTION.** All controversies, claims, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first attempting mediation with a mediator agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:

**Arbitration:** By initialing in the spaces provided, **Business Owner** (\_\_\_) or **Business Owner's Broker** (\_\_\_) and **Buyer's Broker** (\_\_\_) agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will equally split the arbitrator's fees and administrative fees of arbitration.

6. **MISCELLANEOUS CLAUSES.** This Agreement will be construed under Florida law. Electronic signatures will be acceptable and binding.

7. **ENTIRE AGREEMENT.** This Agreement and any Exhibits and schedules attached hereto constitutes the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations and/or agreements among the parties in conjunction with the subject matter hereof except as set forth in this Agreement.

8. **OTHER TERMS.** \_\_\_\_\_

Page 1 of 2

MIAMI-4: Compensation Agreement - Business Owner or Business Owner's Broker to Buyer's Broker  
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Coming soon in Form Simplicity

**COMING SOON**

→ **Mapping out ALL forms in Form Simplicity**

→ **Broker Newsletter**

→ **Broker Toolkit**

→ **Commercial Forms**

→ **Condos: Riders to the Riders**

→ **New Seller Disclosure / Opt-Out Form**

**COMING SOON**

# → **CLEAR COOPERATION POLICY**

- As with all policies and issues impacting the real estate industry, **MIAMI REALTORS®** is monitoring this closely
- **NAR** is expected to release additional guidance in the next couple of weeks
- In the meantime, **MIAMI REALTORS®** is ready to respond, whatever **NAR's** guidance is (we stay ready so we don't have to get ready)
- We are not discussing Clear Cooperation today (so you aren't alleged co-conspirators in antitrust litigation... you're welcome)

# FUN FACTS ABOUT YOUR MIAMI REALTORS® LEGAL DEPARTMENT

- **ONLY** local REALTOR® association in the state that staffs and provides legal review for every single Professional Standards proceeding (Grievance Committee, ethics hearings, arbitrations, appeals)
  - **FIRST** local REALTOR® association in the state to establish a legal department - and now we have the largest team on staff and on retainer for specialized areas of law (antitrust!)
  - **MIAMI REALTORS®** hosts the General Counsel Practicum with the University of Miami School of Law - the first practicum of its kind in the country
- **We also partner with the law schools at FIU, STU, and FAMU in addition to the Miami-Dade College Work Study Program**
  - **Have your people call our people - we are happy to chat with your attorneys**



# POP QUIZ!

WHAT DO YOU WANT TO SEE MORE OF FROM MIAMI

REALTORS®?

- MLS updates
- Legal updates
- Forms
- Form updates
- Condo
- Condo education
- Market stats
- New products and services
- Industry news - summaries

ANYTHING ELSE?

Assets/ content you can share  
Ideas? Share in the breakout session coming up next!  
resources

# WEBINARS YOU DON'T WANT TO MISS:

- **CORPORATE TRANSPARENCY ACT (CTA)**

- 4/1/25 at 10 AM

- **TCPA & FTSA: COMPLIANCE BEST PRACTICES**

- 4/8/25 at 10 AM

- **SECURITY DEPOSITS - Q&A**

- 4/15/25 - back by popular demand - part 2

- **LANDLORD/TENANT LANDMINES**

- 4/29/25, 10 AM - 12 PM

- **GET SAVVY WITH SECTION 8**

- 4/10/25 at 1 PM (Section 8 overview, how to get deals done, best practices) - English
- 4/22/25 at 1 PM (Section 8 overview, how to get deals done, best practices) - Spanish
- 4/30/25 at 1 PM (Section 8 and beyond - all things fair housing, and how to avoid getting sued)

# BROKER BLUEPRINT SERIES:

- **PART 1: THE BROKER BLUEPRINT, ALL THE BASICS YOU NEED**

- 5/1/25
- English: 10 - 11 AM
- Spanish: 11:30 AM - 12:30 PM

- **PART 2: THE SMALL BUSINESS BLUEPRINT**

- 6/6/25
- English: 10 - 11 AM
- Spanish: 11:30 AM - 12:30 PM

- **PART 3: BROKER BLUEPRINT, RISK MANAGEMENT**

- 7/11/25
- English: 10 - 11 AM
- Spanish: 11:30 AM - 12:30 PM

# LEGAL DEPARTMENT

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[legal@miamire.com](mailto:legal@miamire.com)



RESOURCES |

TOOLKITS |

EDUCATION |

UPDATES

**INTERACTIVE  
WORKSHOP AT  
YOUR TABLES**

# **DISCUSS:**

**What do you and your agents need and want?**

**Products, tools, tech, services, education, programs?**

**Resources, forms, toolkits?**

**What's going well? What's are the challenges?**

**What programming do you want to see next?**

**What else does MIAMI REALTORS® need to know?**

# **DO NOT DISCUSS:**

**Compensation (amounts, lack thereof, models)**

**Business models (likes, dislikes, opinions)**

**Particular brokerages (likes, dislikes opinions)**

# DEBRIEF:

**The President and MIAMI Professional at your table will report back to the group on the top 3 things you and your agents need and want right NOW**

# VIP BROKER

**MARCH 19**

**11:30 AM - 2:00 PM**

# POWER LUNCHEON

**LATEST DATA/STATS, BUYER/SELLER  
COMMUNICATIONS ANSWERS YOU NEED AND MORE!**



**MIAMI REALTORS HQ**  
Conference Center of the Americas