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STATE & LOCAL UPDATES

MLS RULES & FORMS



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Antitrust Policy

The 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 anti-trust 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.

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, las implicaciones, incluyendo pero no limitándose a la fijación de precios de comisiones, la asignación de mercados, la asignación de clientes, la manipulación de ofertas o los boicots, están estrictamente prohibidas. MIAMI REALTORS® apoya firmemente un mercado competitivo asegurándose que competidores tengan la libertad de participar en negocios sin restricciones artificiales a la competencia.



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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.



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FORM UPDATES



Flood Disclosure – FD-2

1. Addresses changes in Fla. Stat. Sec. 689.302 (SB 948)
2. Effective October 1, 2025

Seller, please check the applicable box in paragraphs (1) ~~through~~ ~~and~~ (23) below.

FLOOD DISCLOSURE

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.

(1) Seller has ~~has~~ no knowledge of any flooding that has damaged the property during Seller's ownership of the property.

~~(1)~~(2) _____ Seller has ~~has~~ not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.

~~(2)~~(3) _____ Seller has has not received ~~federal~~ assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.

~~(3)~~(4) _____ For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:

- a. The overflow of inland or tidal waters.
- b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
- c. Sustained periods of standing water resulting from rainfall.





Flood Disclosure for Leases – LFD-1

1. New form to comply with changes to Fla. Stat. Sec. 83.512 –
2. Effective October 1, 2025



Lease – Flood Disclosure

Notice to Parties and Licensees: This form **MUST** be filled out by the Landlord. If the Landlord and/or Tenant have questions about their rights or this addendum, they should consult legal counsel.

Florida Statute 83.512 requires a landlord to complete and provide a flood disclosure to a prospective tenant of residential real property **at or before** the time the lease or rental agreement for one year or longer is executed.

Landlord, _____, provides Tenant the following flood disclosure **at or before** the time the lease or rental agreement is executed.

Property address: _____
_____.

Landlord, please check the applicable box in paragraphs (1) through (3) below.



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Flood Disclosure for Leases – LFD-1

FLOOD DISCLOSURE

Flood Insurance: Renters' insurance policies do not include coverage for damage resulting from floods. Tenant is encouraged to discuss the need to purchase separate flood insurance coverage with Tenant's insurance agent.

1. Landlord has has no knowledge of any flooding that has damaged the dwelling unit during Landlord's ownership of the dwelling unit.
2. Landlord has has not filed a claim with an insurance provider relating to flood damage in the dwelling unit, including, but not limited to, a claim with the National Flood Insurance Program.
3. Landlord has has not received assistance for flood damage to the dwelling unit, including, but not limited to, assistance from the Federal Emergency Management Agency.
4. For purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the dwelling unit caused by any of the following:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
 - c. Sustained periods of standing water resulting from rainfall.

Landlord: _____

Date: _____

Landlord: _____

Date: _____



Compensation Agreement – Seller or Seller’s Broker to Buyer’s Broker CSSBB-1



1. New Form
2. If approved, combines CABB-1 and the CASB-1 into one form

Compensation Agreement – Seller or Seller’s Broker to Buyer’s Broker



1. PARTIES (CHECK ONE)

Seller: _____ (“Seller”); or

Seller’s Broker: _____ (“Seller’s Broker”)

and

Buyer’s Broker: _____ (“Buyer’s Broker”)

2. PROPERTY

Property Address: _____

(insert address)

_____ (“Property”).

If Seller is checked above, then check one of the following:

Property is listed by Seller’s Broker, _____.

Property is not listed.

3. BUYER’S NAME (OPTIONAL - COMPLETE IF APPLICABLE)

_____, including any affiliates, successors, or assigns (“Buyer”).



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Compensation Agreement – Seller or Seller’s Broker to Buyer’s Broker CSSBB-1

4. TERM

This Compensation Agreement takes effect when a fully executed copy has been delivered to all parties to this Agreement and will remain in effect for _____ (if left blank, then 15) days (“Term”). In no event shall the Term extend past the termination date of Seller’s Broker’s current listing of the Property, including any extensions or effective protection periods; except that, upon full execution of a contract for sale and purchase by a buyer of the Property procured by the Buyer’s Broker (“Purchase Agreement”), the Term will automatically extend through the date of the actual closing of the Purchase Agreement.

5. BUYER’S BROKER COMPENSATION

Seller or Seller’s Broker, as specified in Paragraph 1, will compensate Buyer’s Broker as stated below at closing of Property if Buyer identified above in Paragraph 3 closes on Property and Buyer’s Broker is the procuring cause of the sale of Property during the Term. If no buyer is identified in Paragraph 3, Buyer’s Broker will be compensated at closing of Property if Buyer’s Broker is the procuring cause of the sale of Property during the Term.

Seller or Seller’s Broker, as specified in Paragraph 1, agrees to compensate Buyer’s Broker (CHECK ONE):

- \$ _____ (flat fee)
- _____ % of the gross purchase price of the Property plus \$ _____
- other (specify): _____

Other terms: _____



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Compensation Agreement – Seller or Seller’s Broker to Buyer’s Broker CSSBB-1

6. DISPUTE RESOLUTION AND ARBITRATION

If **Seller** is compensating **Buyer’s Broker** then 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 space provided, **Seller** (____) (____) and **Buyer’s Broker or Authorized Associate** (____) 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.

If **Seller’s Broker** is compensating **Buyer’s Broker** then by initialing in the space provided, **Seller’s Broker or Authorized Associate** (____) and **Buyer’s Broker or Authorized Associate** (____) agree that any unresolvable dispute between Seller’s Broker and Buyer’s Broker will be submitted to binding arbitration by mutual agreeable arbitrator in accordance with the rules of the American Arbitration Association, or, if applicable, the most recent version of the National Association of Realtors Code of Ethics and Arbitration Manual.



Compensation Agreement – Seller or Seller’s Broker to Buyer’s Broker CSSBB-1



7. MISC. CLAUSES

This Agreement will be construed under Florida law. This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior or contemporaneous agreements whether written or oral. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by the parties hereto. Electronic signatures will be acceptable and binding.

Broker’s commissions are not set by law and are fully negotiable. In no event will Buyer’s Broker’s compensation exceed the amount of compensation in Buyer’s Broker’s separate written agreement with Buyer.

Seller or Seller’s Broker or Authorized Associate: _____ Date: _____

Seller or Seller’s Broker or Authorized Associate: _____ Date: _____

Buyer’s Broker or Authorized Associate: _____ Date: _____



Modification to Compensation Agreement – Seller of Seller’s Broker to Buyer’s Broker MCSB-1

1. Combination modification form to accompany the CSSBB-1
2. If approved, this form would replace MCA-1 and MCA-2

Modification to Compensation Agreement – Seller or Seller’s Broker to Buyer’s Broker



1. PARTIES (CHECK ONE)

- Seller: _____ (“Seller”); or
- Seller’s Broker: _____ (“Seller’s Broker”)

and

Buyer’s Broker: _____ (“Buyer’s Broker”)

agree to amend the Compensation Agreement – Seller/Seller’s Broker to Buyer’s Broker, regarding the Property located at address: _____

_____ (“Property”)

as follows:





Combination Modification form for CASSB-1

(Check as applicable):

- The Term shall be extended by an additional ____ days.
- The compensation to Buyer's Broker will be:
 - \$ _____ (flat fee)
 - _____ % of the gross purchase price of the Property plus \$ _____.
 - Other: _____

Other terms: _____

_____.

This Modification to Compensation Agreement – Seller to Buyer's Broker amends the above-referenced agreement between the above-referenced parties. All other non-conflicting provisions of that agreement remain in full force and effect. **Commissions are not set by law and are fully negotiable. In no event will Buyer's Broker's compensation exceed the amount of compensation in the written agreement with Buyer.**





Combination Modification form for CASSB-1



Seller or Seller's Broker or Authorized Associate: _____ Date: _____

Seller or Seller's Broker or Authorized Associate: _____ Date: _____

Buyer's Broker or Authorized Associate: _____ Date: _____

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Exclusive Right to Lease – Commercial – ERLC-2

1. Removal of business rent tax language
2. Adds references to local MLS rules for marketing properties



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6. **COMPENSATION: Brokerage Commissions are not set by law and are fully negotiable. Broker's fee is earned when Owner agrees to sell, lease or exchange all or part of the Property to anyone ready, willing and able to on the Terms of this Agreement or any other terms acceptable to Owner.**

(A) Owner agrees to compensate **Broker** as follows:

- % of the net aggregate rent
- % of the gross rent, ~~including excluding sales tax~~
- % of month's rent, ~~including excluding sales tax~~
- \$ ----- flat fee, ~~including excluding sales tax~~
- % of the total purchase price
- see attached custom commission rider
- other: _____



Miami-Dade Septic Addendum – MDSTS-2

1. Updated to comply with local ordinance

SEPTIC TANK SYSTEM DISCLOSURE

LAND INVOLVED IN THIS TRANSACTION HAS A SEPTIC TANK SYSTEM INSTALLED ON IT OR IS SERVICED BY A SEPTIC TANK SYSTEM. SEPTIC TANK SYSTEMS MAY BE SUBJECT TO LOCAL, STATE, AND FEDERAL REGULATIONS. IMPROPERLY MAINTAINED SEPTIC TANK SYSTEMS MAY POSE SUBSTANTIAL RISKS TO HUMAN HEALTH AND THE ENVIRONMENT. IT IS RECOMMENDED THAT THE PURCHASER OF THIS LAND CONSIDER OBTAINING AN INSPECTION OF THE SEPTIC TANK SYSTEM BY A QUALIFIED PROFESSIONAL.

CHAPTER 24 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, CLASSIFIES SEPTIC TANK SYSTEMS AS A TYPE 1, 2, 3, OR 4 ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (“OSTDS”), WITH TYPE 1 PROVIDING THE LOWEST LEVEL OF SEWAGE TREATMENT AND TYPE 4 PROVIDING THE GREATEST LEVEL OF SEWAGE TREATMENT.



Miami-Dade Septic Addendum

THE SELLER OF THE LAND INVOLVED IN THIS TRANSACTION FURTHER DISCLOSES, WITH RESPECT TO THE ABOVE-REFERENCED SEPTIC TANK SYSTEM, THAT (THE SELLER SHALL CHECK ONE OF THE FOLLOWING PRIOR TO PROVIDING THIS STATEMENT TO THE PURCHASER):

THE SEPTIC TANK SYSTEM IS A TYPE 1 OSTDS

THE SEPTIC TANK SYSTEM IS A TYPE 2 OSTDS

THE SEPTIC TANK SYSTEM IS A TYPE 3 OSTDS

THE SEPTIC TANK SYSTEM IS A TYPE 4 OSTDS

THE SEPTIC TANK SYSTEM IS NOT A TYPE 1, 2, 3, OR 4 OSTDS

THE SELLER DOES NOT KNOW THE TYPE OF THE SEPTIC TANK SYSTEM



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FORM UPDATES



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MIAMI-2: Owner's Request for Condo Docs

MIAMI-3: Notice of Condo Association's Noncompliance with Fla. Stat. Sec. 718.111

MIAMI-4: Compensation Agreement – Business Owner or Business Owner's Broker to Buyer's Broker

MIAMI-5: Broker's Commission Notice Under Florida Commercial Real Estate Sales Commission Lien Act

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

MIAMI-7: Tenant Screening Toolkit: A Guide for Condo Boards

MIAMI-8: Tenant Screening Checklist

MIAMI-9: Opt-In for Electronic Delivery of Notices in Accordance with §83.505 Fla. Stat. (2025)



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MLS UPDATES



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MARCH 2025

- NAR announced a new policy for MLSs
- “Multiple Listing Options for Sellers” (a/k/a “delayed marketing”)
- Also requires certain disclosures for sellers when delaying or opting out of marketing in the MLS

SEPTEMBER 30, 2025

- Deadline for each one to adopt (or not) a version of “Multiple Listing Options for Sellers”

WHAT'S NEXT

- Florida REALTORS® needs to hear from each MLS across the state on how they will proceed
- Only then will Florida REALTORS® be able to determine whether any form changes are needed
- For each MLS or local REALTOR® association where you hold membership, critical to know what the changes are to stay in compliance



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MLS UPDATES



SUMMER 2025

- Survey (anonymous) to all MIAMI members – nearly 3,000 responses!
- One-on-one broker/manager meetings – over 61 scheduled
- Corporate BOD and all BOGs met to contemplate whether to make any changes to the MLS Rules based on member feedback, the consumer experience, legal landscape, and South Florida market

AUGUST 21, 2025

- Corporate BOD approved and adopted minor changes on August 21, 2025
- Emphasis on transparency and keeping changes to a minimum
- YOUR MLS, YOUR CHOICE

OCTOBER 14, 2025

- Minor changes go live in the MLS - plenty of time to prepare



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YOUR MLS YOUR CHOICE

SNEAK PEAK OF UPDATES TO MLS RULES & FORMS
GOING LIVE ON 10.14.25



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MLS RULES: SUMMARY OF UPDATES

EMPHASIS ON TRANSPARENCY – KEEP CHANGES TO A MINIMUM

NO NEW STATUSES

- What MIAMI has satisfies the requirements of NAR's new policy

“ACTIVE - DISPLAY INTERNET N” IS NOT NEW, BUT IT HAS A NEW HOME

- This has always been an option; now has a new home - on the “status” input page on the MLS
- Listing will ONLY be available to ALL MLS Participants/Subscribers within the MLS
- NOT publicly distributed
- Public marketing, showings, and open houses are permitted
- Days on market accrue
- Completely optional; listing brokers and their sellers can determine the level of exposure of the listing and the data
- No mandatory minimum or maximum time a listing has to be in this status; can be moved to “Active - Display Internet Y” at any time

CLARIFICATIONS TO “COMING SOON” STATUS

- Only change – offers may be presented and accepted (status changes MUST be reported within 1 business day of accepting an offer (Rule 4.5))
- Revised Seller Authorization Form: Coming Soon Status (will not require changes to listing agreements)

NO CHANGES TO “OFFICE EXCLUSIVES”

- Last set of changes was August 1, 2024 (effective August 17, 2025); no changes since then
- No entry into the MLS
- Revised Seller Authorization Form: Office Exclusive Listings (disclosure to sellers about the potential risks of opting out from exposure the MLS provides; will not require changes to listing agreements)

OTHER UPDATES – WE HEARD YOU!

- Enter listing within 2 days of the *effective date* of a listing agreement
- Cannot share MLS credentials (username, password)
- For full outline of changes, go to www.miamirealtors.com/legalupdates



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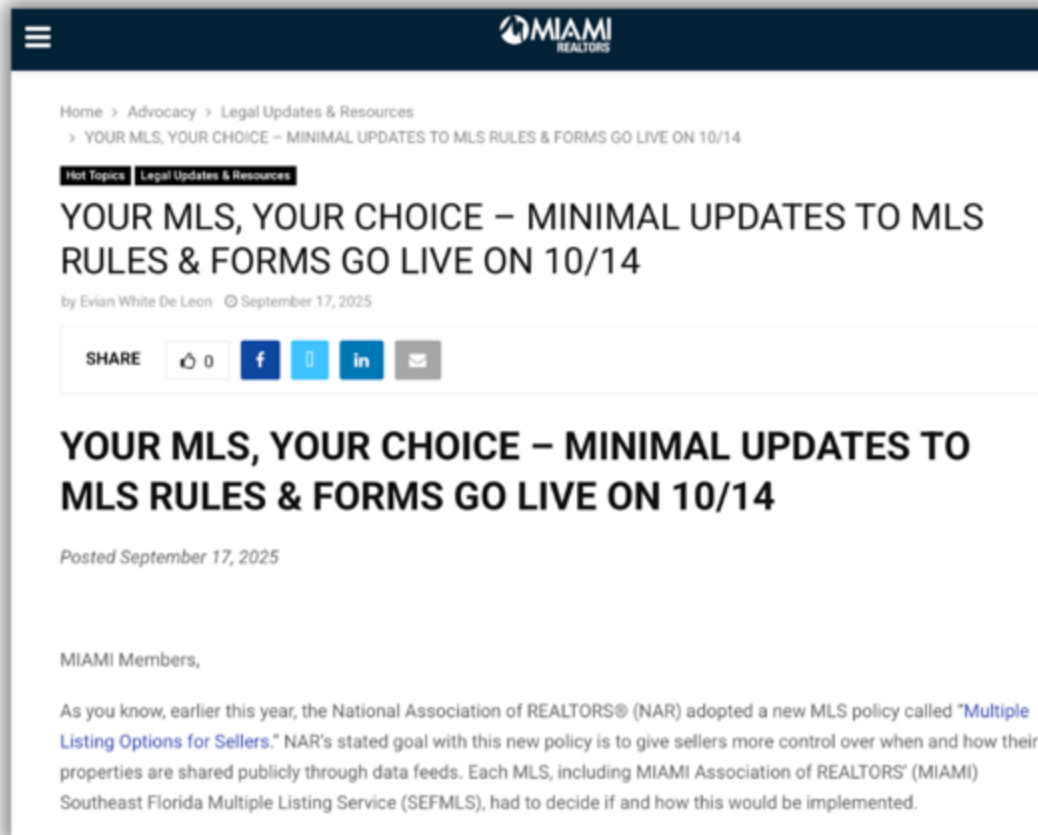
RESOURCES

GET READY TO
CATCH THE QR CODES



MLS RULES: SUMMARY OF UPDATES

EMPHASIS ON TRANSPARENCY – KEEP CHANGES TO A MINIMUM







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> YOUR MLS, YOUR CHOICE – MINIMAL UPDATES TO MLS RULES & FORMS GO LIVE ON 10/14

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YOUR MLS, YOUR CHOICE – MINIMAL UPDATES TO MLS RULES & FORMS GO LIVE ON 10/14

by Evian White De Leon | September 17, 2025

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YOUR MLS, YOUR CHOICE – MINIMAL UPDATES TO MLS RULES & FORMS GO LIVE ON 10/14

Posted September 17, 2025

MIAMI Members,

As you know, earlier this year, the National Association of REALTORS® (NAR) adopted a new MLS policy called ["Multiple Listing Options for Sellers."](#) NAR's stated goal with this new policy is to give sellers more control over when and how their properties are shared publicly through data feeds. Each MLS, including MIAMI Association of REALTORS' (MIAMI) Southeast Florida Multiple Listing Service (SEFMLS), had to decide if and how this would be implemented.



NEW REFERENCE GUIDE:

“LISTINGS: WHERE DO THEY GO? WHAT ARE THE RULES”

LISTINGS: WHERE DO THEY GO? WHAT ARE THE RULES?

STATUS/ LISTING TYPE	REQUIRE MLS ENTRY	HOW THE LISTINGS GET SHARED										SHOWINGS	OPEN HOUSES	ACCEPT OFFERS	
		PUBLIC DISTRIBUTION		VOW	BBO	WITHIN MLS PARTICIPANTS & SUBSCRIBERS	PUBLIC MARKETING	OK TO ADVERTISE	AVM	CONSUMER COMMENTS (BIDDING)	ADDRESS ON INTERNET				ACCORD DAYS ON MARKET
		IDC	SYNDICATION TO THIRD-PARTY SITES												
ACTIVE - INTERNET Y	YES	YES	YES	YES	YES	YES	YES	YES or NO	YES or NO	YES or NO	YES or NO	YES	YES	YES	YES
ACTIVE - INTERNET N	YES	NO	NO	NO	NO	YES	YES	YES or NO	NO	NO	NO	YES	YES	YES	YES
ACTIVE UNDER CONTRACT	N/A	YES or NO	YES or NO	YES	YES	YES	YES	YES or NO	YES or NO	YES or NO	YES or NO	YES	YES	YES	YES (Back Up)
CANCELED	N/A	NO	NO	YES	YES	YES	NO	NO	NO	NO	NO	NO	NO	NO	NO
CLOSED	N/A	YES or NO	YES or NO	YES	YES	YES	NO	NO	NO	YES or NO	YES or NO	NO	NO	NO	NO
COMING SOON	YES	YES or NO	YES or NO	YES	YES	YES	YES	YES or NO	YES or NO	YES or NO	YES or NO	NO	NO	NO	YES
COMP ONLY SALES	YES	NO	NO	NO	NO	YES	NO	NO	NO	NO	NO	NO	NO	NO	NO
OFFICE EXCLUSIVE	NO	NO	NO	NO	NO	NO	YES	NO	NO	NO	NO	NO	YES	YES	YES
PENDING	NO	YES or NO	YES or NO	YES	YES	YES	YES	YES or NO	NO	YES or NO	YES or NO	NO	NO	NO	NO
TEMPORARILY OFF MARKET	N/A	NO	NO	YES	YES	YES	NO	NO	NO	NO	NO	NO	NO	NO	NO
WITHDRAWN	N/A	NO	NO	YES	YES	YES	NO	NO	NO	NO	NO	NO	NO	NO	NO

REMINDERS:

- ACTIVE (INTERNET N, INTERNET Y) AND COMING SOON LISTINGS MUST BE ENTERED INTO THE MLS WITHIN 2 BUSINESS DAYS OF THE EFFECTIVE DATE OF A LISTING AGREEMENT (RULE 15.1.1).
- ALL STATUS CHANGES MUST BE REPORTED TO THE MLS WITHIN 2 BUSINESS DAYS (RULE 15.2.4), EXCEPT FOR WHEN OWNER ACCEPTS AN OFFER IN COMING SOON, WHICH MUST BE DONE WITHIN 1 BUSINESS DAY OF ACCEPTING AN OFFER (RULE 4.5).
- SELLER AUTHORIZATION FORM REQUIRED FOR "COMING SOON" (RULE 4.5) AND "OFFICE EXCLUSIVE" (RULE 6.6) LISTINGS.
- COMP ONLY SALES (RULE 4.6) ARE ENTERED INTO THE MLS BY THE MLS.
- "PUBLIC MARKETING" AND "OK TO ADVERTISE" ARE DIFFERENT! "PUBLIC MARKETING" (RULE 3.17) includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites (including but not limited to social media), brokerage website displays (including IDX and syndication to third-party websites), digital communications marketing (e.g. email blasts), multi-brokerage listing sharing networks or multi-brokerage communications, and applications available to the general public.
- "OK TO ADVERTISE" (RULE 15.5), if selected, allows others to display listings that are not their own outside of data feeds.



MORE EDUCATION

- **OCTOBER 1, 2025**, 1:00 – 2:00 PM (ENGLISH)
- **OCTOBER 1, 2025**, 3:30 – 4:30 PM (SPANISH)
- **OCTOBER 2, 2025**, 2:00 – 3:00 PM (ENGLISH)
- **OCTOBER 2, 2025**, 3:30 – 4:30 PM (SPANISH)
- **OCTOBER 10, 2025**, 2:00 – 3:00 PM (ENGLISH)
- **OCTOBER 10, 2025**, 3:30 – 4:40 PM (SPANISH)
- **OCTOBER 16, 2025**, 10:00 – 11:00 AM (ENGLISH)
- **OCTOBER 16, 2025**, 11:30 AM – 12:30 PM (SPANISH)





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