



Your New World

August 13th and Beyond

This presentation is
up-to-date as of 9.18.24

A blue-tinted background image showing three business professionals in a meeting. A man on the right is gesturing towards a woman in the center, who is looking at a man on the left. They are seated around a table with a laptop and coffee cups.

The New Consumer-Centric Approach

1st Difference

Listing Fee **ONLY** goes
to the Listing Broker



2nd Difference

Agreement between Buyer
and Broker is **BEFORE**
any Showings



3rd Difference

**Seller to pay Buyer Broker
X% of the Purchase Price
at Closing**





Different

not

Difficult



**Skate to where the puck
is going to be,** not where it
has been.



- Wayne Gretzky

August 8th

- **CRMLS removed all compensation fields from listing input in Flexmls**
 - Compensation fields will remain on Closed listings for historical purposes, but cannot be edited or changed

August 13th

- **CRMLS removed all Compensation fields from listing input in Matrix and Paragon**
 - Compensation fields will remain on Closed listings for historical purposes, but cannot be edited or changed
- **New rules are now in effect for ALL users**
- **Concessions at Close have updated to include a category list for ALL users**
- **Warning messages have been added to listing input to inform users that compensation is no longer permitted**
- **Fines will now be imposed on all listings attempting to indicate forms of compensation**

C.A.R. Forms

- **Residential Listing Agreement (RLA)**
- **Disclosure and Modification to Listing Agreement (DM-LA)**
- **Multiple Listing Service Addendum (MLSA)**
- **Buyer Representation and Broker Compensation Agreement (BRBC)**
- **Seller Payment to Buyer Broker (SPBB)**

Residential Listing Agreement (RLA)

- Biggest change: No fields for commission sharing
- Fields for Seller side only compensation
- Due to the above, when entering a listing in the MLS: either put "0" in the BAC field, OR do not include compensation in the MLS all together
- MLS-specific provisions (Clear Cooperation, Concessions, Coming Soon, etc.) have been moved to the MLSA

CALIFORNIA ASSOCIATION OF REALTORS®

RESIDENTIAL LISTING AGREEMENT
(Exclusive Authorization and Right to Sell)
(C.A.R. Form RLA, Revised 7/24)

Date Prepared: _____

1. **EXCLUSIVE RIGHT TO SELL:** _____ ("Seller") hereby employs and grants _____ ("Broker") the exclusive and irrevocable right to sell or exchange the real property described as _____ situated in _____ (City), _____ (County), California, _____ (Zip Code), Assessor's Parcel No. _____ ("Property") for the Listing Period specified in paragraph 2A(1).

2. **TERMS OF LISTING AGREEMENT:** The terms in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 7 pages. Seller is advised to read all 7 pages.


Para #	Paragraph Title or Contract Term	Terms and Conditions
A Representation		
A(1)	Listing Period (Maximum Length)	Beginning _____ (date) Ending at 11:59 P.M. on _____ (date) (Not to exceed 24 months if improved with one to four units and not owned by an entity. If Listing Period exceeds 24 months on a residential 1-4, this Agreement is void, unless Seller is a corporation, LLC or partnership.)
A(2)	Listing Price	Dollars (\$ _____)
B	Property Specific Listings	<input type="checkbox"/> Manufactured (mobile) home (C.A.R. Form MHLA attached) <input type="checkbox"/> Probate, conservatorship or guardianship (C.A.R. Form PLA attached)
C Compensation: NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between Seller and Broker. See attached Broker Compensation Advisory (C.A.R. Form BCA).		
C(1)	4B Compensation to Seller's Broker (only Seller's side of transaction)	_____ % of the listing price AND, if any, _____; OR <input type="checkbox"/> \$ _____; OR <input type="checkbox"/> see attached compensation schedule. (% above is based on purchase price if Seller and buyer sign a purchase agreement)
C(2)	4C <input type="checkbox"/> Additional Compensation to Seller's Broker if buyer is unrepresented	_____ % of the purchase price AND if any, _____; OR <input type="checkbox"/> \$ _____; OR <input type="checkbox"/> see attached compensation schedule.
C(3)	4D(2) Continuation of Right to Compensation for Broker Identified Prospective Buyers	The Continuation Period shall be _____ calendar days after the Listing Period or any extension ("Continuation Period").
C(4)	4F Seller Obligation to Pay Previous Brokers	Previous Listing/Other broker(s): _____ Compensation to above broker(s) owed if Property transferred to: _____
D Items Intended to be Included and Excluded		
D(1)	5A Items Included	<input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____
D(2)	5A Excluded Items:	<input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____
D(3)	5B Leased Items:	<input type="checkbox"/> Solar Power System(s); <input type="checkbox"/> Alarm System(s); <input type="checkbox"/> Propane Tank(s); <input type="checkbox"/> Water Softener;
D(4)	5B Liened Items:	<input type="checkbox"/> Heating/Ventilation/Air conditioning systems; <input type="checkbox"/> Solar Power System(s); <input type="checkbox"/> Windows or Doors
D(5)	5C	(a) Smart Home Features Seller prefers to Include: _____ (b) Smart Home Features Seller prefers to Exclude: _____
E MLS and Public Marketing		
E(1)	Property will be marketed in the following MLS	Primary _____ See C.A.R. Form MLSA Other(s): _____
E(2)	11A	<input type="checkbox"/> Seller instructs Broker not to take or use photographs in marketing, except as required by MLS rules.

© 2024, California Association of REALTORS®, Inc. Seller's Initials _____ / _____

RLA REVISED 7/24 (PAGE 1 OF 7) **RESIDENTIAL LISTING AGREEMENT - EXCLUSIVE (RLA PAGE 1 OF 7)**

Disclosure and Modification to Listing Agreement (DM-LA)

- Modifies listing agreements for listings affected by the rule changes and advises sellers of compensation rule changes
- **Scenario 1:** Use if you have an RLA effective prior to 8/13 for a listing that is the following statuses Active, Coming Soon, Withdrawn, or Hold
- **Scenario 2:** Use if you have an under contract (Active Under Contract, or Pending) listing that reverts to Active after 8/13



DISCLOSURE AND MODIFICATION TO LISTING AGREEMENT
(Intended for use with a RLA revised 12/23 or earlier)
(C.A.R. Form DM-LA, Revised 7/24)

_____ ("Broker")
and _____ ("Seller"),
entered into a listing agreement, dated _____, for the real property, or manufactured home described as:

commencing _____ (date) and expiring _____ (date).

1. DISCLOSURE:

A. OFFERING COMPENSATION TO BROKERS REPRESENTING BUYERS THROUGH THE MULTIPLE LISTING SERVICE: You, Seller, authorized me as your broker to use the MLS to offer compensation to brokers who represent buyers who purchase your property. The amount paid to the broker representing the buyer will come from the total compensation that you, Seller, agreed to pay my brokerage. The National Association of REALTORS® has entered into a nationwide settlement agreement to resolve a class-action lawsuit ("NAR Settlement"). One of the terms of the NAR Settlement is that the Multiple Listing Service ("MLS") will no longer be used for listing brokers to make offers of compensation to brokers representing buyers. The MLS may still be used to expose your property to the maximum number of prospective buyers. The NAR Settlement is expected to take effect sometime in August 2024, but some local MLSs may implement the prohibition sooner. Until the MLS in which your property is marketed for sale makes a change, the offer of compensation will remain in the MLS. Once the MLS changes its rules to prohibit offers of compensation, it will no longer be available on the MLS. You, Seller, may be asked to deal with compensation in other ways. See C.A.R. Form BCA for more information.

B. NEED TO MODIFY THE LISTING AGREEMENT: Seller and Broker agree it is mutually beneficial to modify the listing agreement to allow your property to be exposed to as many buyers as possible once the MLS changes to reflect the NAR Settlement.

2. MODIFICATION OF LISTING AGREEMENT: Broker agrees to notify Seller once the MLS will no longer be able to be used to offer compensation to buyer's brokers. Broker also agrees to discuss the various ways a buyer's broker may be compensated. Broker agrees to use reasonable efforts, consistent with the NAR Settlement, to continue to market Seller's property. Seller agrees that the Listing Agreement term authorizing Broker to "cooperate with and compensate brokers participating through" the MLS will no longer be in effect as of the date the MLS prohibits such offers of compensation. Seller and Broker agree that the total compensation shall (it shall not) be reduced by the amount authorized to be offered in the MLS.

3. All other terms of the Listing Agreement remain in full force and effect, except as modified herein.

I acknowledge that I have read, understand, have received a copy of, and agree to this Disclosure and Modification to Listing Agreement.


Seller _____ Date _____
Seller _____ Date _____
Real Estate Broker (Firm) _____ DRE Lic. # _____
By _____ DRE Lic. # _____ Date _____

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DM-LA REVISED 7/24 (PAGE 1 OF 1)

DISCLOSURE AND MODIFICATION TO LISTING AGREEMENT (DM-LA PAGE 1 OF 1)

Multiple Listing Service Addendum (MLSA)

- Addresses MLS benefits and rules separate from the RLA
- Deals with specific MLS issues and policies:
 - Clear Cooperation
 - Coming Soon
 - Concessions
 - Data/Photo Privacy

 CALIFORNIA ASSOCIATION OF REALTORS®

MULTIPLE LISTING SERVICE ADDENDUM
(C.A.R. Form MLSA, 7/24)

The following terms and conditions are hereby incorporated in and made a part of the Residential Listing Agreement, Other _____ ("Agreement"), dated _____, on property known as _____ in which _____ is referred to as ("Seller") and _____ is referred to as ("Broker").

1. MULTIPLE LISTING SERVICE:

A. **WHAT IS AN MLS?** The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. As set forth in paragraph 3, participants and subscribers conducting public marketing of a property listing must submit the property information to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale, excepting offers of compensation. It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal or data sharing agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal or data sharing agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit listing information to internet sites that post property listings online.

B. **WHAT INFORMATION IS PROVIDED TO THE MLS BEFORE OR AFTER SALE:** All terms of the transaction, including sales price and, if applicable, financing and concessions, (i) will be provided to the MLS in which the Property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS, and (ii) may be provided to the MLS even if the Property was not listed with the MLS. Seller consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.

C. **WHAT IS BROKER'S MLS?** Broker is a participant/subscriber to the Multiple Listing Service (MLS) specified in paragraph 2E(1) of the Listing Agreement and possibly others. Broker shall inform Seller if the MLS specified in paragraph 2E(1) is not the primary MLS for the geographic area of the Property. When required by paragraph 3 or by the MLS, Property will be listed with the MLS(s) specified.

2. BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS:

A. **EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS. The MLS may further transmit the MLS database to internet sites that post property listings online.

B. **IMPACT OF OPTING OUT OF MLS:** If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (i) Seller is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; (ii) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (iii) information about Seller's Property will not be transmitted from the MLS to various real estate internet sites that are used by the public to search for property listings and; (iv) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

C. **REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.

D. **NOT LISTING PROPERTY IN A LOCAL MLS:** If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

3. PUBLIC MARKETING OF PROPERTY:

A. **CLEAR COOPERATION POLICY:** Unless paragraph 3F is checked, MLS rules require that residential real property with one to four units and vacant lot listings be submitted to the MLS within 1 business day of any public marketing.


B. **PUBLIC MARKETING WITHIN CLEAR COOPERATION:** (i) Public marketing includes, but is not limited to, fliers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. (ii) Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.

C. **"COMING SOON" STATUS IMPACT ON MARKETING; Days on Market (DOM):**
(1) Seller is advised to discuss with Broker the meaning of "Coming Soon" as that term applies to the MLS in which the Property will be listed, and how any Coming Soon status will impact when and how a listing will be viewable to the public via the MLS. Seller is further advised to discuss with Broker how any DOM calculations or similarly utilized tracking field works in the MLS in which the Property will be listed.
(2) Seller does (does not) authorize Broker to market the Property per the Coming Soon status in Broker's MLS, if any.

D. **SELLER INSTRUCTS BROKER:**
(1) Seller instructs Broker to market the Property to the public at the beginning of the Listing Period;
OR (2) Seller instructs Broker to begin marketing the Property to the public on _____ (date).


MLSA 7/24 (PAGE 1 OF 2)

MULTIPLE LISTING SERVICE ADDENDUM (MLSA PAGE 1 OF 2)



Buyer Representation and Broker Compensation Agreement (BRBC)

- Specifies the terms of Buyer Agent representation and compensation
- A buyer broker agreement is mandatory under CRMLS Rule 9.1 and the NAR settlement agreement prior to showing, viewing, or touring a property with the buyer (Not required to use C.A.R. BRBC Form)

 CALIFORNIA ASSOCIATION OF REALTORS®

BUYER REPRESENTATION AND BROKER COMPENSATION AGREEMENT
(Non-Exclusive unless Exclusive is checked and initialed)
(C.A.R. Form BRBC, Revised 7/24)

Date Prepared: _____

1. **RIGHT TO REPRESENT:** _____ ("Buyer") grants the non-exclusive right (unless Exclusive is checked in paragraph 2A(2) and initialed in paragraph 15) to represent Buyer in acquiring real property or a manufactured home ("Property") for the Representation Period specified in paragraph 2A(1).

2. **TERMS OF REPRESENTATION:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 5 pages. Buyer is advised to read all 5 pages.

Para. #	Paragraph Title or Contract Term	Terms and Conditions
A Representation		
A(1)	Representation Period	Beginning: _____ (date) Ending at 11:59 P.M. on _____ (date) OR upon completion of a resulting transaction, whichever occurs first. (Not to exceed 3 months. If Representation Period exceeds 3 months, this Agreement is void unless Buyer is a corporation, LLC or partnership.)
A(2)	4B Type of Representation	Non-exclusive, OR <input type="checkbox"/> Exclusive (valid only if checked AND initialed in paragraph 15).
B Property to be Acquired ("Property")		
B(1)	Property type:	Single family residential, including condominiums and manufactured homes (SFR). OR, if checked, <input type="checkbox"/> SFR is excluded from this Agreement. <input type="checkbox"/> Multi-family residential with two to four units, <input type="checkbox"/> with 5 or more units. <input type="checkbox"/> Industrial, <input type="checkbox"/> Vacant Land, <input type="checkbox"/> Commercial, <input type="checkbox"/> Tenancy in common The following specified property(ies) only: _____
B(2)	Location	<input type="checkbox"/> County(ies): _____ <input type="checkbox"/> City(ies): _____
B(3)	Additional Description	_____
C	<input type="checkbox"/> Additional Buyer Preferences and Priorities	See attached Buyer Identification of Preferences and Priorities (C.A.R. Form BIPP).
D	7 Properties Excluded from Representation	OR <input type="checkbox"/> The Properties identified on the attached list
E Broker Compensation: NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Buyer and Broker. See attached Broker Compensation Advisory (C.A.R. Form BCA).		
E(1)	4B Amount of Compensation	_____% of the acquisition price AND, if any \$_____, OR <input type="checkbox"/> OR <input type="checkbox"/> see attached compensation schedule.
E(2)	4G Payments received by Broker from Seller or others	If Broker receives compensation from Seller or others, for Broker's representation of Buyer, the amount shall be credited against Buyer's obligation to pay Broker. Broker shall not receive any amount in excess of paragraph 2E(1).
E(3)	4C Continued Right to Payment for Broker Involved Properties	The Continuation Period shall be _____ calendar days after the Representation Period or any extension ("Continuation Period").
F	5 Cancellation Rights and Notice	Non-exclusive: Cancellation effective upon receipt OR <input type="checkbox"/> _____ days after receipt. Exclusive: Cancellation effective 30 days after receipt.
G Buyer Financial/Personal Information		
G(1)	6B Time to deliver Buyer personal/financial information	Within 5 (or _____) calendar days from the execution of this Agreement. <input type="checkbox"/> C.A.R. Form BFPI attached.
G(2)	6B Other financial considerations	<input type="checkbox"/> Buyer does not have sufficient funds to pay Broker. <input type="checkbox"/> Buyer intends to purchase with the following loan product which does not allow Buyer to pay compensation to Broker: _____
H	Other Terms	_____


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BRBC REVISED 7/24 (PAGE 1 OF 5) Buyer's Initials _____ / _____ Broker/Agent Initials _____ / _____

BUYER REPRESENTATION AND BROKER COMPENSATION AGREEMENT (BRBC PAGE 1 OF 5)

Ray Esling, REALTOR, #741 Adams Ct. Encinitas, CA 92024 Phone: 760.749.3711 Fax: 866.986.8888
Ray Esling Produced with Love Your Transactions (2024 Form Edition) 717 N Harwood St. Suite 2200, Dallas, TX 75201 www.ajcp.com

Seller Payment to Buyer Broker (SPBB)

- Check RPA paragraph 3.G(3)
- Buyer Agents can attach this form to ask the seller to pay for all or part of the buyer's contractual obligation to pay the Buyer's Broker
- Accompanies RPA/Offer



SELLER PAYMENT TO BUYER'S BROKER
(C.A.R. Form SPBB, Revised 7/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR Other _____, dated _____, ("Agreement") on property known as _____, ("Property") in which _____ is referred to as "Buyer", and _____ is referred to as "Seller", and _____ is referred to as "Buyer's Broker", and _____ is referred to as "Seller's Broker."

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker(s) (real estate commissions include all compensation and fees to Broker).

1. SELLER PAYMENT TO BUYER'S BROKER:

A. AMOUNT: Subject to paragraph 1B below, Seller agrees to pay Buyer's Broker _____% of the purchase price OR, if checked \$ _____ out of the transaction proceeds.

B. MAXIMUM SELLER PAYMENT OBLIGATION: Seller shall only be obligated to pay Buyer's Broker the lesser of: (i) the amount specified in paragraph 1A, or (ii) the amount Buyer is obligated to pay Buyer's Broker pursuant to their Buyer Representation Agreement, and if applicable less any amount that others have agreed to pay Buyer's Broker. **If there is no Buyer Representation Agreement, then Seller has no obligation to pay Buyer's Broker.**

2. BUYER REPRESENTATION REGARDING COMPENSATION: Buyer represents that, as of the date signed by Buyer below, Buyer has a signed representation with Buyer's Broker and the amount specified in paragraph 1 is no more than the amount Buyer is obligated to pay Buyer's Broker pursuant to that Buyer Representation Agreement, and if applicable less any amount that others have agreed to pay Buyer's Broker.


3. DELIVERY OF BUYER REPRESENTATION AGREEMENT: Buyer authorizes Buyer's Broker and, if applicable, escrow holder, upon request, to deliver to Seller or Seller's Broker a copy of the portion of the Buyer Representation Agreement identifying the compensation Buyer has agreed to pay Buyer's Broker, such as the last page of C.A.R. Form BRBC.

4. THIRD PARTY BENEFICIARY: Seller acknowledges and agrees that Buyer's Broker is a third-party beneficiary of this agreement and may pursue Seller for failure to pay the amount specified in this document.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept, and have received a Copy of this Seller Payment for Buyer's Broker.

Buyer _____ Date _____
Buyer _____ Date _____
Seller _____ Date _____
Seller _____ Date _____

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SPBB REVISED 7/24 (PAGE 1 OF 1)



SELLER PAYMENT TO BUYER'S BROKER (SPBB PAGE 1 OF 1)

- **Due to the C.A.R. Form RLA Revised 7/24 release, we strongly recommend Buyer Representation Agreements be used NOW**
- **If you are using any other listing form, please contact your broker and/or attorney before listing input**

How Are Listings Affected?

Q: WHAT HAPPENED TO MY LISTINGS ON AUGUST 13?

August 8 for FlexMLS*

Compensation fields/information are now ELIMINATED and no longer visible for the following listing status:

- Coming Soon
- Active
- Active Under Contract
- Hold
- Withdrawn

Q: WHAT HAPPENED TO MY LISTINGS THAT ARE NOT IN ONE OF THOSE STATUSES?

Compensation fields/information for the following listing status will REMAIN for historical purposes, but cannot be edited or changed:

- Pending (unless it moves back to Active)
- Closed
- Expired
- Cancelled



The Transition

Get Familiar with the
Concessions in Price (CiP) Field

Concessions in Price (CiP) Field

When was it added?

What is it?

Why use it?

> Seller Consider Concessions:

A Yes/No selection.



MATRIX

Seller Consider Concessions?:



Seller willing to consider buyer concessions if requested in offer.

FLEXMLS

Seller Consider Concession YN

Select One ▾

PARAGON

(6)

Seller Consider Concessions YN



Required Concession Information on the Change to Sold Form Now Available as of 8/13

CRMLS has always recorded concessions at Close. On 8/13, we added the requirement to break down concessions into separate categories.

NOTE - The dollar values entered into the 5 concessions fields will be automatically added up in the Concessions Amount field that appears on displays and reports.

Required Concession Information on the Change to Sold Form

Concessions Closing Costs:

6250 ?

Concessions Property Improvement Costs:

0 ?

Concessions Financing Costs:

0 ?

Concessions Buyer Broker Fee:

4700 ?

Concessions Other Costs:

850 ?

COMPARABLE INFORMATION

CLOSE PRICE: **\$188,000**
 LIST PRICE: **\$225,000**
 LIST \$ ORIGINAL: **\$235,000**
 PURCH CONTRACT DATE: **07/06/24**
 COE DATE: **08/16/24**
 DOM/CDOM: **162/162**
 BUYER FINANCING: **FHA**

BA: ()
 BO:
 BA State License:
 BO State License:

CoBA: ()
 CoBO:
 CoBA State License:
 CoBO State License:

CONCESS FINANCING COSTS \$: **\$0**
 CONCESS PROP IMPROV COSTS \$: **\$0**
 CONCESS BUYER BROKER FEE \$: **\$4,700**
 CONCESS CLOSING COSTS \$: **\$6,250**
 CONCESS OTHER COSTS \$: **\$850**
 CONCESS AMOUNT (TOTAL) \$: **\$11,800**
 CONCESSION CMTS:

Old vs. New

(as of 8/13)

BEFORE 8/13

The screenshot shows the 'Change to Sold' form in the old Matrix platform. The interface is cluttered with multiple tabs and sections. A callout box highlights the 'Concessions Amount' field, which is a simple text input with a question mark icon. Other visible fields include Listing ID (XX21194816), Address (14216 Brentwood, Victorville), and a 'Private Remarks' section with a character count of 1500.

AS OF 8/13

The screenshot shows the updated 'Change to Sold' form. The interface is cleaner and more organized. A callout box highlights a new section for 'Concessions' costs, which includes five distinct input fields: 'Concessions Closing Costs', 'Concessions Property Improvement Costs', 'Concessions Financing Costs', 'Concessions Buyer Broker Fee', and 'Concessions Other Costs'. Each field has a yellow background and a question mark icon. Other sections include Listing Information (Listing ID: HD23181807, Address: 14830 Nottingham Court, Adelanto), Status and Pending Information (New Status: Closed), and Private Remarks (Probate Sale, Has court approval...).

Example: Matrix Platform *



Concessions are NOT the same as Compensation.

Fines & Warning Messages



Q: WHAT WILL OCCUR IF SOMEONE ATTEMPTS TO INDICATE COMPENSATION ANYWHERE IN THE MLS, SUCH AS PRIVATE REMARKS, PUBLIC REMARKS, OR SHOWING INSTRUCTIONS AFTER AUGUST 8 (FLEXMLS USERS) AND AUGUST 13 (MATRIX/PARAGON USERS)?

A: Violating CRMLS Rule 7.15 (Offering or Conveying Buyer's Agent Compensation on the MLS) will result in the immediate removal of the offending language from the MLS and a fine of \$2,500.

Q: WHAT ADDITIONAL MEASURES IS CRMLS TAKING TO ENSURE COMPENSATION AMOUNTS ARE NOT LISTED IN THE MLS AFTER AUGUST 8 (FLEXMLS USERS) AND AUGUST 13 (MATRIX/PARAGON USERS)?

A: CRMLS is actively communicating this information through email, REcenterhub articles, MLS system pop-ups, social media, and the CRMLS.org website.

Additionally, warning messages in bold red text will appear within listing inputs on Private Remarks, Public Remarks, and Showing Instructions text fields. Private Remarks will also display a pop-up message titled "Private Remark Warnings and Errors," indicating that a prohibited word was entered and that it may result in a violation.

Based on the recent NAR settlement, CRMLS is required to take this action to ensure compliance and help reduce potential broker liability.

Input for Showing Instructions:

Showing Information:
Showing Instructions:
No offers of compensation permitted.

Lock Box Location: [text box] ?

Lock Box Type: [text box] ?

- None
- Call Listing Office
- Combo
- Multacc
- Risco
- See Remarks

Status Basics Description Features Land/Terms Office/MLS Green Power/Production ADU Open House

Description
Current Status is: Active
Listing ID:
Address:

Public Remarks:

The Public Remarks may only contain a description of the property, its features. All text must be entered in the English language ONLY. The following are NOT: FSBO, Vacant, Occupied, Open House Information, Showing Instructions, Email Owner Names, or any language that violates Fair Housing/HUD Guidelines.
zach@crmls.org

Characters Remaining: 2486

Exclusions:

Inclusions:

Public Remarks Warnings and Errors

Rule Warnings:

- It looks like you may have entered an email address in the Public Remarks. This is prohibited and may result in a violation. Please review. If you are certain that you have not included such information in your Public Remarks, please click to resubmit your listing.

General Field Help:

Publicly visible remarks about the property, displayed anywhere the listing is visible.

[Click here for CRMLS Support.](#)

This is a Real Estate Standards Organization (RESO) standardized field. For more information about national standards or the definition of this field [click here to visit RESO Data Dictionary wiki](#) where your input about national standards is welcome. NOTE: The RESO Wiki is not for CRMLS member support.

Type the name, number or value into the text field.

Close

Overview of new fines resulting from the NAR lawsuit settlement.

\$2,500 Fine

- **Rule 7.15:** Offering or Conveying Buyer's Agent Compensation in the MLS
- **Rule 7.16:** Insufficient Disclosure of Compensation to Seller/Landlord in Listing Agreement
- **Rule 7.19:** Disclosure of Listing Broker's Compensation in the MLS
- **Rule 9.1:** Showing Listed Property w/o Written Agreement w/ Buyer; Insufficient Agreement w/ Buyer
- **Rule 19.2.21:** Display of Offer of Compensation - IDX
- **Rule 19.3.26:** Display of Offer of Compensation - VOW

FAQ

Top Questions from the Real Estate Community

FAQ

- **Advertising Compensation on Social Media**

- Social media is outside of the MLS.
- The new rules are limited in scope to what is done inside the MLS.
- Remember: C.A.R. Listing forms do not support sharing compensation.
- Any non-C.A.R. form used must be designed to support this type of advertising.

- **Conducting Open Houses**

- There are no major changes in Open House conduct.
- The settlement is silent on the topic of Open Houses.
- A buyer does not have to sign a buyer broker agreement to view an open house.

FAQ cont.

- **Affected Property Types**

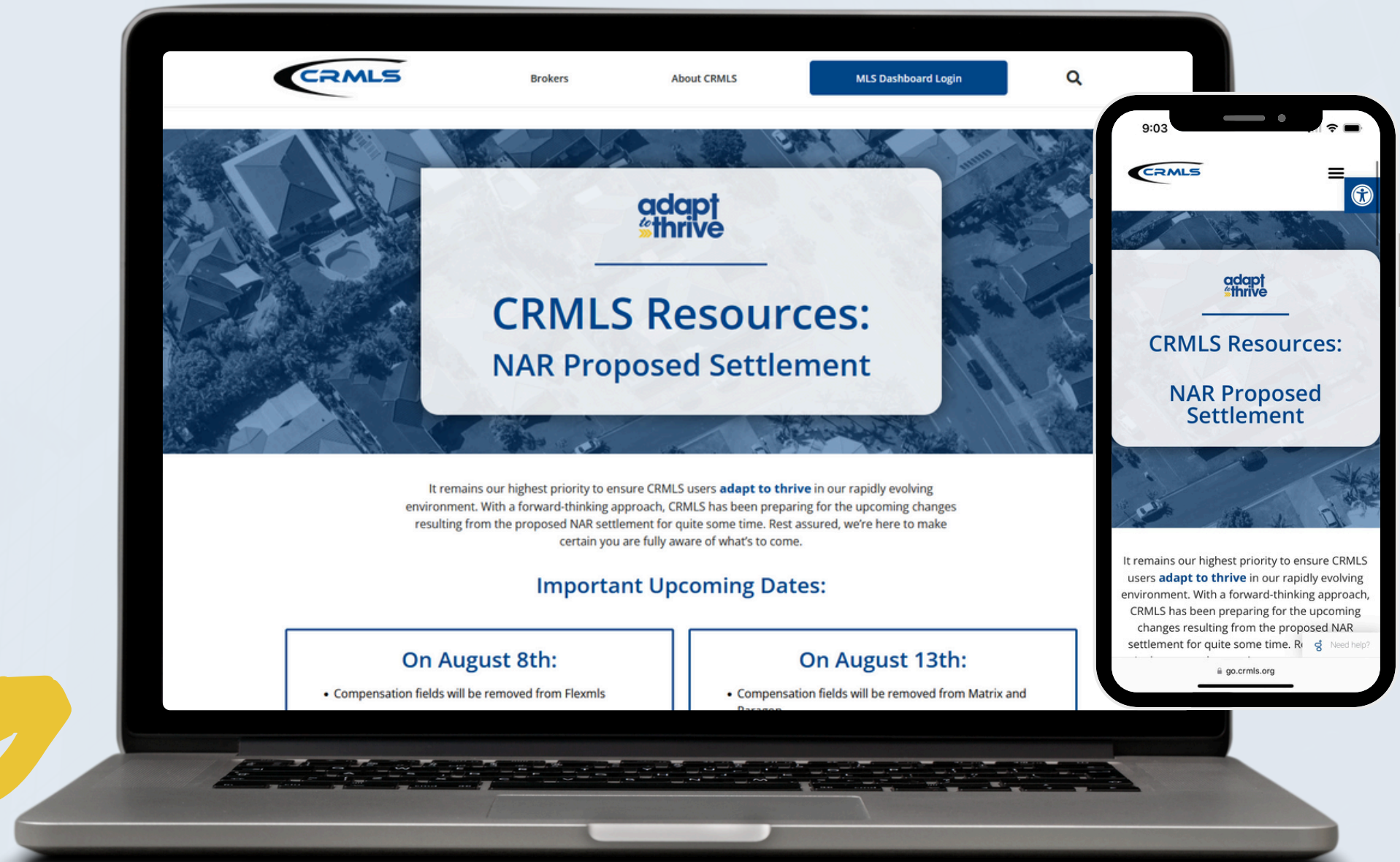
- In short – these changes apply to ALL properties.
- Compensation removal, buyer agreements, etc.
- This includes lease and vacant land.

- **Concessions and Open Text Fields**

- Mentions of concessions are allowed in open text fields.
- They CANNOT indicate that concessions are going towards the Buyer Agent.
- Focus on words/statements about “concessions” or “credit” to the BUYER.
- It is a violation to include information regarding bonus, compensation, commission, etc., or anything specifically to the Buyer Agent.

CRMLS Resources

on the NAR Proposed Settlement



go.crmls.org/nar-settlement-resources/