



THE NEW LISTING AGREEMENT

(& a few more things)



Upcoming

- Tomorrow 7/24 - 10am- San Diego meeting
- 7/30 - 11am - Palm Springs Office
- 7/31- 11am- El Paseo Office
- 8/1- 11am- La Quinta Office
- 8/15- All Agent Office Meeting held @ CDAR board (Pat & Anthony attending)
- 12/11- San Diego Holiday Luncheon
- 12/12- Company Holiday Party



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VISIT: <https://www.car.org/meetings/virtual/formstraining>

• **WEDNESDAY, 7/24** • 2 P.M.-3 P.M.

• **THURSDAY, 7/25** • 2 P.M.-3 P.M.

• **TUESDAY, 7/30** • 3 P.M.-4 P.M.

• **FRIDAY, 8/2** • 10 A.M.-11 A.M.

• **MONDAY, 8/5** • 10 A.M.-11 A.M.

• **WEDNESDAY, 8/7** • 2 P.M.-3 P.M.

• **MONDAY, 8/12** • 10 A.M.-11 A.M.

• **THURSDAY, 8/15** • 10 A.M.-11 A.M.

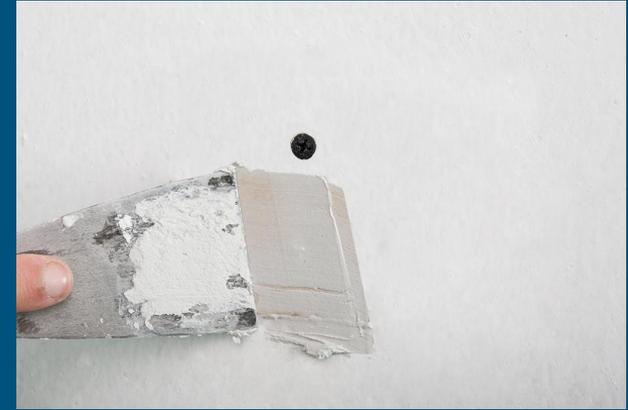
NEW UPDATES (not BRBC related)

NEW CONTINGENCY ADDED TO THE RPA: ITEM L(4): INSURANCE

L(4)	8D	Insurance	17 (or _____) Days after Acceptance
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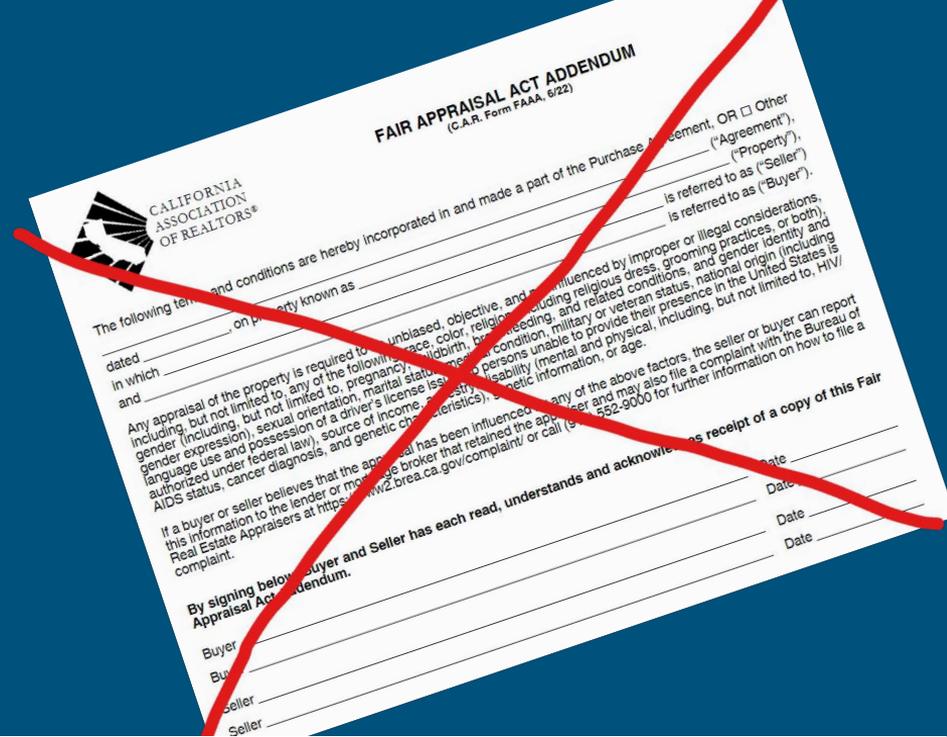
- It is its own separate contingency (not a part of investigation)
- The RPA will be contingent on the "Buyer's assessment of the availability and approval of the cost for any insurance policy desired under this Agreement."
- Having a specific contingency for insurance will mean that once the Buyer has removed the insurance contingency, they will not be able to use the loan contingency to cancel if the lender denies the loan based on an inability to obtain insurance.

It is now written into the contract, Seller is NOT responsible to repair any holes left after the removal of any wall hangings (pictures, mirrors, brackets, etc...)



- financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
7. **CLOSING AND POSSESSION:**
- A. **OCCUPANCY:** If Buyer intends to occupy as a primary or secondary residence (see **paragraph 3E(3)**), and unless Otherwise Agreed, such as in C.A.R. Form TOPA: (i) the unit Buyer intends to occupy shall be vacant at the time possession is delivered to Buyer, and (ii) if the Property contains more than one unit, within **3 Days** after Acceptance Buyer shall give Seller written notice of which unit Buyer intends to occupy. Occupancy may impact available financing. **Seller shall disclose to Buyer if occupied by tenants or persons other than Seller, and attach C.A.R. Form TOPA in a counter offer if not part of Buyer's offer.**
- B. **CONDITION OF PROPERTY ON CLOSING:**
Unless Otherwise Agreed: (i) the Property shall be delivered "**As-Is**" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; (iii) **Except as specified in paragraph 9C, Seller is not responsible to repair any holes left after the removal of any wall hangings (such as pictures and mirrors), brackets, nails or other fastening devices; and (iv) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.**

The Fair Appraisal Act Addendum is no longer a separate document. It is now incorporated into the RPA. #29 of the RPA.



29. FAIR APPRAISAL ACT NOTICE:

- A. Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.
- B. If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at <https://www2.brea.ca.gov/complaint/> or call (916) 552-9000 for further information on how to file a complaint.



NEW FORM- WBSA

- Wooden Balconies and Stairs Addendum.
- Written into the RPA
- If 3 or more units with elevated balconies, stairways, or other elements this form must be used.
- In certain circumstances, an inspection is REQUIRED to be performed by the seller. Read the form for details.

This is an addendum to the Residential Purchase Agreement or Counter offer No. _____, or Other _____
 _____ ("Agreement"),
 dated _____, on property known as _____ ("Property"),
 between _____ ("Buyer"),
 and _____ ("Seller").
 Buyer and Seller are referred to as "Parties."

- BALCONIES, EXTERIOR STAIRWAYS AND OTHER ELEVATED ELEMENTS:**
 - If any building on the Property contains 3 or more units, and has balconies, decks, stairways or other structure extending beyond the exterior walls of the building, which are at least 6 feet above ground level, and supported in whole or in part by wood or wood-based products ("Elevated Elements"), Health and Safety Code § 17973 requires that an inspection of the Elevated Elements be completed by January 1, 2025 and at least every 6 years thereafter.
 - If the inspection report indicates that the inspector advises there is an immediate threat to the safety of occupants or requires corrective work for non-immediate threats, then the owner must take the appropriate corrective measure.



N. BALCONIES, EXTERIOR STAIRWAYS AND OTHER ELEVATED ELEMENTS: For properties with any building containing 3 or more dwelling units with elevated balconies, stairways or other elements, Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer the Wooden Balcony and Stairs Addendum (C.A.R. Form WBSA) and comply with its terms.

DEDA changes

Page 17 - The Agents Signature section has been modified. PLEASE remember to input your email address as the designated electronic delivery address. Otherwise you will have to correct this later with another document.

B. Seller's Brokerage Firm _____ DRE Lic. # _____
By _____ DRE Lic. # _____ Date _____
By _____ DRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Email _____ Phone # _____

- More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
- More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent): Email above or _____

- Attached DEDA:** If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

SPQ & TDS modifications



- More disclosure questions have been added to the forms.
 - Inspection reports on balconies, etc.. (referenced previously on new WBSA form)
 - If property was built before 1978 have there been any renovations
 - If you purchased the property within 18 months of accepting an offer to sell it
 - The existence of a solar power system (if yes it now prompts to fill out C.A.R. form SOLAR)
 - Whether any other structure on the property is used as a dwelling.... If yes, are there permits, are there separate utilities, etc...)
 - Is the property tenant occupied or previously tenant occupied, even if vacant now?
 - ANY material facts past or present affecting the value or desirability of the property.

CANCELLATION OF CONTRACT.

New checkbox option.... Seller agrees to pay for buyer out of pocket expenses for inspection reports and appraisal fees as specified in the agreement. Buyer must deliver receipts for such expenses to escrow holder

2. DISPOSITION OF DEPOSIT and CANCELLATION OF ESCROW

A. PURPOSE OF PARAGRAPH 2: This paragraph is used to instruct Escrow Holder (i) to cancel the escrow for the purchase/sale or other designated transaction for the Property and (ii) what to do with the deposit. Any cancellation of contract pursuant to paragraph 1A, remains in effect even if both Parties to the Agreement do not sign below.

B. RELEASE OF FUNDS NOT AUTOMATIC: Release of funds by Escrow Holder (pursuant to paragraph 2) requires mutually Signed release instructions from Buyer and Seller, judicial decision or arbitration award. A party may be subject to a civil penalty of up to \$1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

C. FULL RELEASE AND DISPOSITION OF DEPOSIT (Select one of the options in C, or complete D, but not both.): Buyer and Seller cancel escrow # _____ with _____. The parties (i) mutually release each other from any obligation to buy, sell or exchange the Property under the Agreement; (ii) mutually release each other from all other claims, actions and demands that each may have against the other(s) by reason of the Agreement; and (iii) intend that all other rights and obligations arising out of the Agreement are null and void.

- (1) Seller authorizes release of Buyer's deposit to Buyer, less Buyer's fees and costs (i) already incurred, and (ii) agreed in the contract to be paid through escrow (including any escrow fee). If checked, Seller agrees to pay for Buyer out-of-pocket expenses for inspection reports and appraisal fees as specified in the Agreement. Buyer shall Deliver receipts for such expenses to Escrow Holder.
- OR (2) Buyer authorizes release of Buyer's deposit to Seller, less Seller's fees and costs (i) already incurred, and (ii) agreed in the contract to be paid through escrow (including any escrow fee). Pursuant to a properly executed liquidated damages clause, Buyer's authorization of release of deposit to Seller is limited to no more than 3% of the purchase price, if the Property is a dwelling with no more than four units, one of which Buyer intended to occupy. Any additional deposit shall be returned to Buyer.
- OR (3) Buyer authorizes release of \$ _____ from Buyer's deposit to Seller. The balance to be returned to Buyer. Each Party to pay for their own unpaid contractual fees and costs (i) already incurred and (ii) agreed in the contract to be paid through escrow (including any escrow fee). Such fees and costs shall be deducted from the amount specified above.
- OR (4) There is no deposit in escrow. Each Party to pay for their own unpaid contractual fees and costs, if any, (i) already incurred, and (ii) agreed in the contract to be paid through escrow (including any escrow fee).

Security Deposits

- The maximum amount of security deposit for initial occupancy cannot exceed one month's rent unless an exception applies.
- For rentals you should now be including the new C.A.R. form SDDA (see this form for reference of exemptions)
- We do not operate a trust account please do not accept security deposits on behalf of property owners. These should be sent directly to the owner from the tenant.

4. SECURITY DEPOSIT:

A. Tenant agrees to pay \$ _____ as a security deposit.

(The maximum amount of security deposit paid on or before initial occupancy, however designated, cannot exceed one month's Rent unless an exception applies. See Security Deposit Exception Disclosure and Addendum, C.A.R. Form SDDA, for additional information.)

B. Security deposit is in addition to any advance payment of first month's Rent. Security deposit law does not prohibit the payment of advance rent of not less than six months' rent if the term of the lease is six months or longer.

C. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.



- RENTAL AGREEMENTS (IN SAN DIEGO): We are creating a new addendum as there is a new ordinance in San Diego that requires a notice advising tenants that they have a right to operate a daycare facility. This notice must be included in the lease.
- All of our checklists are being updated due to all the form changes. If you see anything missing or something that looks strange, please let Matt know so he can make the update.

NEW WINDERMERE PROCEDURE

We are required to treat the BRBC much like a listing agreement. This means we must have every BRBC on file within 48 hrs of execution. We must have these in case of an audit.

Skyslope (and other systems) have not caught up with this change yet so we are putting a temporary process into effect immediately.

Remember you are required to obtain a BRBC (or limited version) PRIOR to showing any property. Please send within 48 hours to your Office Administrator. Your Branch Manager will review for compliance for the time being.

- Lake Arrowhead, San Diego, La Quinta: lgoffice@windermere.com
- Palm Springs, Beverly Hills: psoffice@windermere.com
- El Paseo, Country Club: pdoffice@windermere.com



THE NEW RESIDENTIAL LISTING AGREEMENT



NEW FORMS ARE NOW AVAILABLE!

What are the significant changes?

— New Grid Format

2. TERMS OF LISTING AGREEMENT: The items 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)	4G	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").

Broker Compensation Advisory



- Automatically attached as a part of the bundle
- It is a required advisory form.
- It explains how seller-side and buyer-side compensation works.
- Biggest item to note - Buyers agent compensation is limited to the amount that is agreed upon in the BRBC- (As a brokerage our threshold is the same as our listing agreement - unless approved by your branch manager)
- As a listing agent when you receive an offer you can ask for proof of the compensation amount and for buyers agent to send you that proof. They DO NOT need to send you the entire contract. (page 5 to view item #16 is what you need)

1. WHEN SELLERS LIST THEIR PROPERTY FOR SALE THROUGH A REAL ESTATE BROKER THEY AGREE TO PAY THE SELLER'S BROKER WHEN ESCROW CLOSES. THE SELLER MAY ALSO AUTHORIZE THE SELLER'S BROKER TO SHARE COMPENSATION WITH A BUYER'S BROKER OR MAY AGREE TO DIRECTLY PAY THE BUYER'S BROKER:

A. Listing Agreement Compensation is Negotiable: When a seller enters into a listing agreement with a broker, the seller authorizes the broker to find a buyer for the seller's property and agrees to pay the seller's broker if a buyer is found who purchases the property. Compensation amounts are not fixed by law but are instead negotiable between the seller and the seller's broker. When negotiating compensation, the parties may discuss factors such as the broker's expertise and experience, the type of broker services to be performed, and the broker's time and expenses, among other considerations. If the seller approves, a listing agreement may authorize the seller's broker to share part of that broker's compensation with the broker who represents the buyer, and the amount the seller's broker agrees to pay the buyer's broker will be incorporated into the overall compensation the seller is obligated to pay the seller's broker.

B. Offering Compensation to a Buyer's Broker is Negotiable: Sellers and seller's brokers are not required by law or otherwise to offer compensation to buyer's brokers. The promise of payment from the seller's broker to the buyer's broker may lead to a quicker or more efficient transaction because:

- (1) Knowing the overall cost of broker compensation at time of listing allows a seller to more easily calculate the seller's net proceeds when evaluating offers and counter offers;
- (2) The seller's property may become more attractive to buyers who need a loan to finance the purchase price, since buyer's broker compensation would be paid from the seller's proceeds at the time of closing, rather than "out of pocket" by the buyer who may have limited funds. Many buyers have limited funds after paying a deposit, a down payment, property inspections costs, and other costs for closing. These buyers may be more likely to write an offer for the seller's property if they are able to effectively finance the buyer broker compensation into the cost of their loan rather than coming up with additional funds. By making the seller's property attractive to all buyers, regardless of their ability to directly pay a buyer's broker, the pool of prospective buyers for the seller's property will likely increase;
- (3) Offering compensation to buyer's brokers allows the seller to inform brokers representing prospective buyers they can rely on the efficient payment of their compensation without adding to buyer's closing costs.

An offer of compensation from the seller's broker to the buyer's broker is optional; a seller may instruct the seller's broker to offer no such compensation. In the listing agreement, or amendment, the seller instructs the seller's broker whether to offer any compensation to the buyer's brokers, and, if so, how much.

2. BUYER'S BROKERS COMPENSATION ARRANGEMENTS: In California, a buyer representation agreement is recommended and required in certain circumstances, which may limit the amount a buyer's broker may be paid to the amount in the agreement.

- A.** Buyers and their brokers benefit when the terms of their relationship and respective duties are written because expressed written terms establish mutual expectations and help avoid misunderstandings over buyer and broker duties and the amount of compensation the buyer's agent expects to be paid.
- B.** Many sellers authorize their brokers to offer compensation to buyer's brokers in the listing agreement. This may be used to offset the obligation a buyer has under a buyer representation agreement.
- C.** A buyer's broker should communicate with the buyer about how the broker will be paid for their work in representing the buyer.
- D.** In the absence of a buyer representation agreement, if the compensation offered to the buyer's broker from third parties is insufficient to meet the expectations of the buyer's broker, and the buyer's broker is unable, prior to drafting an offer on behalf of the buyer, to reach an agreement with the seller or seller's broker to be paid an amount the broker deems adequate, buyer's brokers are not obligated to represent the buyer.

3. METHODS FOR BUYER'S BROKER TO OBTAIN COMPENSATION:

A. Buyer Pays the Compensation through a Buyer Representation Agreement: A buyer's broker may negotiate the amount of compensation expected directly with the Buyer who may choose to simply pay their own agent.

B. Seller Pays the Compensation

(1) **Buyer negotiates for Seller to Pay Buyer's Obligation under a Buyer Representation Agreement:** A buyer may negotiate a term in the purchase agreement, asking the seller to pay the obligation they have already agreed to pay their own agent in a buyer representation agreement. This option should be discussed when creating a buyer representation agreement and prior to an offer being made.

(2) **Buyer's Agent negotiates an agreement directly with Seller:** If a seller is unrepresented or does not have an exclusive agency relationship with another agent, a buyer's agent may approach that seller to obtain a single party compensation agreement where the seller agrees to pay the buyer's broker compensation without necessarily creating an agency relationship.

C. Seller's Agent Pays the Compensation to Buyer's Agent: A seller may have authorized the seller's broker to offer compensation to the buyer's broker in the listing agreement. A buyer's agent may want to inquire with a seller's agent about whether they have such authorization. A seller's agent and buyer's agent can enter into a cooperating broker compensation agreement where the seller's broker agrees to compensate the buyer's broker.

By signing below, Seller or Buyer acknowledges that they have read, understand, and have received a Copy of this Broker Compensation Advisory. Seller or Buyer acknowledges they have been advised of their various options regarding compensation to be paid to real estate brokers and that any written agreement they have signed with a seller's or buyer's broker reflects a mutual understanding.

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

NEW FORM:

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

- MLS and public marketing information has been removed from the listing agreement and moved to this new addendum.
- It explains the purposes, rules, and benefits of an MLS
- “Seller Concessions” is now placed on this form and all references have been removed from the listing.
- The advertising on concessions on an MLS does NOT contractually bind the seller to any specific credit or amount. It only indicates the seller is willing to consider offers asking for seller concessions. Box 5B(2) in the MLSA must be checked to grant the broker this authority.

No Cooperating Broker Compensation Line

- Compensation to the listing broker is for the seller side only.
- The only space for additional compensation is a field for an unrepresented buyer. The listing agent may write in and receive additional compensation if the buyer purchasing the property is unrepresented. This amount compensates the broker for the additional time and effort that working with an unrepresented buyer will entail.

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.



- We are trying to keep up with the rules each board is implementing but please make sure you tap into your specific board to find out. Each MLS is Different!
- CRMLS is allowing a “Yes/No” dropdown asking if seller will “consider” concessions.
- The CDAR and PSRAR board are NOT allowing anything to be listed in the MLS at all at this time (this may change). Buyer agents will have to submit the SPBB form and BRBC section that shows commission amount along with their offers. (if you are a member of these boards you will NOT check box 5B(2) just leave it blank.

CDAR and PSRAR (specific)

- They are putting constraints in the system. If you write words such as “compensation” “commission” “concessions” etc.... You will get flagged.
- They are manually reviewing every single listing. If they see anything that looks like you are trying to write any offer of compensation in, you will be automatically fined \$1,500. There is no grace period and is non-negotiable.
- The field will still temporarily appear during this transition period. You are to put “0- zero” in under the commission offered field until the field disappears.
- SIDE NOTES: they are implementing a supra one time release code (date TBD), 4th quarter will be implementing off market private status for photos. So if you choose to do this, after listing is cancelled, expired, closed you can stop sharing images publicly to sites such as zillow, etc... the photos will still remain up in the MLS for comparables purposes.

Additional Items to Note:

- In light of the changes, two previous forms – the Cooperating Broker Compensation Agreement (CBC) and the Anticipated Broker Compensation Disclosure (ABCD) – are no longer necessary and will be removed from the C.A.R. library

What if I am a listing agent working with an unrepresented buyer?

- Clearly communicate to the buyer you are not representing them.
- Use the C.A.R. form Buyer Non-Agency Agreement (BNA) to document that there is no agency relationship between you and the buyer.
- You may have to continually remind the buyer in written communications that you do not represent them and cannot advise them, and that communications and documents provided by you to the buyer are or the benefit of your client.

WHAT SHOULD A listing BROKER DO: during the transition period?

(Between July 24, 2024, and August 17, 2024)

THE SCENARIO: You have a listing agreement (C.A.R. Form RLA) in effect before July 24, 2024, and the property remains unsold as of July 24, 2024. What should you do between now and the date that your MLS implements the practice changes required by the NAR settlement?

YOU HAVE 2 OPTIONS.....

OPTION 1:

DISCLOSURE AND MODIFICATION TO LISTING AGREEMENT (Intended for use with a RLA revised 12/23 or earlier) (C.A.R. Form DM-LA, 6/24)

1. Have a discussion with the seller about the upcoming changes to broker compensation. You can use the Broker Compensation Advisory (C.A.R. Form BCA) to help guide the discussion.
2. MODIFY THE EXISTING LISTING AGREEMENT NOW, or as soon as possible before your MLS implements the practice changes, by using the Disclosure and Modification of Listing Agreement (C.A.R. Form DM-LA).

The DM-LA:

- a. Eliminates the existing listing agreement term that authorizes the broker to make an offer of compensation through the MLS to cooperating buyer's brokers, once the MLS has implemented the practice changes;
 - b. As a default, reduces the overall total compensation to be paid to the listing broker by the amount that was authorized to be offered in the MLS;
 - c. Delays these modifications until the MLS implements the changes required by the NAR settlement; and
 - d. Requires the listing broker to notify the seller when the MLS changes become effective.
3. The property can continue to be marketed through the MLS.
 4. The listing broker offer of compensation may continue to exist for the transition period.

OPTION 2:

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

1. Have a discussion with the seller about the upcoming changes to broker compensation. You can use the BCA to help guide the discussion.
2. REPLACE THE EXISTING LISTING AGREEMENT NOW, or as soon as possible before your MLS implements the practice changes, by using the new July 2024 version of the RLA. You can do this by obtaining the seller's signature on the new RLA.

The new RLA:

- a. Does not authorize the broker to make an offer of compensation to cooperating buyer's brokers through the MLS; and
 - b. Only obligates the seller to pay the listing broker. There is no provision authorizing the sharing of compensation by the listing broker with a buyer's broker.
3. Place a "0" in the MLS field offering cooperating broker compensation.
 4. The property can continue to be marketed through the MLS without an offer of compensation.

