

- 1) This is an “At Will Contract” between _____ SS # _____-_____-_____ (Agent) and WEBMLS, Inc., an Ohio corporation (“WEBMLS”) that can be canceled by either party at anytime by written or email notice. Agent may take their active, unsold listings at termination of this agreement. The Agent agrees to abide by the following terms, any violation of which can be cause for termination. Any part of this [contract is subject to change by WEBMLS](#). The current At Will Contract will be posted on the WEBMLS website and said change will be effective immediately and become an addendum to this Agreement. WEBMLS is not a holding company for non-productive Agent(s). Less than six closed transactions per year can be cause for termination. Consideration given for illness etc. **A non-refundable \$300 agent setup fee due at signing.**
- 2) WEBMLS is a Full Service [Real Estate Brokerage](#) entity created for the purpose of listing (using an “Exclusive Right to Sale” Listing Contract provided by the local Board of Realtors **Only**) and selling real property. **Agent will not manage, rent, lease, or collect monies for any other person/property and will not participate in a lease/purchase of a residential property.** Agent must use a delayed closing contract with early occupancy rather than a lease purchase. Agent/WebMLS will not collect a fee for early occupancy. A WebMLS commercial agent may lease/rent commercial/industrial property but not manage property or collect rent/funds for a 3rd party).
- 3) Agent is an [independent contractor](#) and is charged with the responsibility to grow their business. You must re-invest 5-10% of your income into growing your business every year. If you invest nothing you will get nothing in return. Agent is free to operate his/her real estate business as he/she chooses within the boundaries of this agreement. **Agent must be a member of a Board of Realtors & Multiple Listing Service** and abide by all federal & state fair housing, state, local & agency laws, Realtors Code of Ethics, FTC/FCC Do Not Call Rules & MLS Rules.
- 4) Agent must have clients sign the [WEBMLS Consumer Guide to Agency Relationships](#) prior to any substantive conversation or showing property to a buyer or listing a property. Buyer must sign [Ohio Agency](#) prior to an offer.
- 5) Working with [Limited Service MLS Listing](#); as of 10-9-06 State of Ohio law provides for a seller to waive several services and allow the buyers agent to present the offer to seller direct. If agent writes an offer on a property listed by a Limited Service Broker **Agent must obtain written authorization from the listing broker before “Negotiating” the offer to the seller.** Authorization must be included in Pending file emailed to WebMLS. [We do not offer Limited Service Listing to anyone except builders](#) as stated below.
- 6) **New Homes/Builders:** Agent must have builder sign the **Addendum to the Exclusive Right to Sell Contract ** NEW HOME / BUILDER ADDENDUM ** and the Ohio Waiver of Duties Statement.** Agent must charge a minimum list commission of \$800 plus co-op commission. **We offer Limited Service to Builders ONLY.**
- 7) Agent is free to charge whatever commission the agent and seller agree to. Agent must have seller sign a “www.WebMLS.net Addendum to the Exclusive Right to Sell Contract”. Optional listing contract language **“Seller has the right to cancel this contract at anytime with a 30 day, written notice”** may be used. All other language additions must be approved by WEBMLS. **Agent has the right to waive, reduce or delay the up front list fees at Agent discretion. Agent keeps all the up front listing fee minus a small admin fee. Seller must write the check to WebMLS per Ohio Law.** If agent elects to alter the posted commission plan Agent must use the “WebMLS (OPEN FORM) Addendum to the Exclusive Right to Sell Contract”. **Agent must charge a minimum commission of \$800 (\$400 if agent owned) plus co-op commission and have all parties with an interest in the property including dower sign all contract/documents.** When a WebMLS agent represents the buyer and sells a WebMLS listing, the buyer agent will be paid the amount as stated in the co-op field on the MLS record.
- 8). [Any financial offer](#) that would benefit buyer, seller or Agent to induce the sale must be disclosed in the [Contract to Purchase per state law and code of ethics](#). Be aware that lenders usually will not allow the agent/borker to contribute to client closing for any reason. You must confirm with lender before you commit and call WebMLS broker for current language. *** WEBMLS will not write a check to an unlicensed broker for any reason. ****

By: _____ / _____ / _____
Agent Date Larry A. Whited, President, WEBMLS, Inc.

9) **Home Warranty**: we urge agent to include a 2-10 Home Buyers Warranty on every listing and sale. **Agent will overnight mail the warranty and check with the activated number the day of closing.** Agent must get verification of delivery of warranty & check or Agent will be liable for all claims and damages that arise.

10) **Each List and Sale Agent will each pay WEBMLS a \$400 Broker Fee or 2% of the gross agent commission (which ever is larger) for each closing.** The Closing Fee will be deducted from the commission paid at closing. Fees may increase periodically to reflect the increased cost of MLS fees, doing business etc. **If the list and sale agent are the same agent i.e. Disclosed Dual Agent, total due is \$400 or 2% as stated above.** WebMLS listing agent must charge a **minimum commission of \$800 plus co-op** on the Listing Contract and the WebMLS Listing Addendum. **Large commission checks will be held for 11 banking days.**

11) **A \$50 admin fee will be deducted from \$500 List Fee etc.** WEBMLS will deduct **10% of each referral, consulting fee or \$100 (which ever is larger) to a maximum of \$3,000.** **A commission paid in multiple payments; \$400** deducted from each payment, additional payment process fee reduced to **\$100** if agent licensed with WebMLS at time of payment.

12) WEBMLS may give agent a **buyer and/or seller referral.** Agent will pay WEBMLS a **10% referral fee on all commissions and listing fees generated by referral in addition to the \$400 WEBMLS Broker Fee at closing.** Agent must note the referral fee due WEBMLS on file or a \$100 - 2nd file review fee will also be deducted.

13) **Agent will not bill WEBMLS or allow WEBMLS to be billed, added to or printed on any billing, receipt or charge for products or services.** All such charges will always be in the Agent name only. **Agent is responsible for all personal costs of doing business and any charges to WebMLS created by agent actions.**

14) **Commission checks must be deposited (and file sent) by the Agent in the WEBMLS account within 72 hours** of receipt at a Fifth Third Bank branch office. Do not sign the back of the check, agent must print **“PAY TO THE ORDER OF WEBMLS, Inc., For Deposit Only, 5/3rd Bank Act # 0073196219”** on the back of the check. Agent must email a **legible** copy of all WEBMLS bank deposits to WEBMLS on the same day deposit is made with the address and explanation of deposit written **CLEARLY** and a Bank time/date receipt or stamp. **IF AGENT DOES NOT LIVE CLOSE TO A 5/3 BANK AGENT MUST OVER NIGHT COMMISSION CHECK ONLY, WITH A NOTE OF EXPLANATION ATTACHED, TO WEBMLS PO BOX LISTED BELOW AND THEN EMAIL THE FILE TO WEBMLS. WEBMLS will transfer commission due to Agent’s commission account provided Agent has emailed one complete/correct PDF file as defined below and agent is in compliance with all parts of this contract.** **Commission will not be paid for 11 banking days if check is not endorsed as stated above.**

15) **Agent will obtain a Fax/PDF phone number** (see Fax under Recommended Suppliers below). Agent will fax a complete file to their own fax number which will convert the fax into a PDF file and then forward that PDF file to their email address. Agent will open the PDF file and confirm that all required forms listed below are included and then email the complete file to WebMLS listing in the subject line your name, property address and status i.e. New Listing, Sale Pending or Closed. Agent will keep their hard copy files for 4 full calendar years in a secure place.

16) **WEBMLS will not provide office space or administrative services.** Agent must attend all MLS classes to learn all features of their local MLS system within 30 days. Agent will be given the right and responsibly to input their listing, sale pending and closing information into the MLS(s) by MLS due dates and must fax the listing contract and list addendum (if required) with the new MLS number written on top of the contract to MLS(s) maintaining a time/date receipt from Agent’s fax machine as part of the file. Agent must attach Property & Lead Paint & Plat, etc. to the MLS listing record. **Agent will mail the MLS sheet to sellers to sign verifying the accuracy of the information and include a self-addressed stamped envelope for sellers to return it to Agent.**

By: _____ / _____ / _____

Agent

Date

Larry A. Whited, President, WEBMLS, Inc.

17) Agent must add to the showing instructions line on the Multiple Listing Sheet “Call listing Agent (or Showing Service) to set showing”. WEBMLS has a list of Showing Services listed on the last page of this agreement.

18) WEBMLS prefers not to hold an Earnest Money (EM) deposit. An additional \$100 admin fee will be charged to agent for processing a file with an EM held by WebMLS. The following language must be added to the Agent comments of the MLS ****We Prefer Not Holding Deposit****Make check & contract receipt to your Broker**. The title company (if know & written in contract) can hold the EM or 0; Ohio Contract law does not require EM. Escrow/Deposit checks must be overnight mailed **from your post office** to the WEBMLS P.O. Box the day of receipt with property address written on the check and the agent card attached. **We do not accept cash**. Change it to a money order. **DO NOT DEPOSIT EM INTO THE WEBMLS CORPORATE ACCOUNT!**

19) Agent cannot use his/her home or any other addresses on his/her business cards etc. Agent is not required to have a printed address on their card but may print a P.O. Box number that Agent rents at their local post office. Agent cannot answer their home phone as “WEBMLS Realtors” which would create Ohio Division of Real Estate and zoning violations. Agent can answer “Your Name with WEBMLS. The WebMLS P.O. Box listed below is to be used when setting up Agent’s ZipForms and/or other forms that require a company address. Agent must abide by all zoning laws and H.O.A. Rules. All cards, signs, advertising, bulk mail, web pages and changes to web pages must be approved by WEBMLS.

20) Agent must list home phone, cell phone, personal fax number, web page and email address in the Agent Personal Information Record in MLS and Board of Realtor records. **The primary contact phone numbers must be agent’s home or cell**. Do not print the corporate phone number on any form unless required.

21) Cards, signs, advertising and all correspondence will only have Agent phone number(s) listed. Cards and signs must be purchased from WEBMLS suppliers and must use current designs. Agent photo on cards & signs are highly recommended which becomes the agents personal LOGO.

22) Agent must have a personal web page and email address with the current WEBMLS logo on top of each page.

23) All Real Estate dues/fees that are required to be collected by WEBMLS for agent must be paid upon receipt by deposit in the WEBMLS account. Fees & late fees paid by WEBMLS plus a **20% late fee will be charged to Agent**. WEBMLS will deduct all fees due WEBMLS from agents next closing, listing fee, referral fee etc.

24) If the Board of Realtors the agent belongs to does not have its own MLS system or is a participant in an MLS system where WEBMLS already has a branch office and is a member of same MLS system, **agent will be required to transfer their board membership to the board where WEBMLS already has MLS membership**.

25) Agent must pay Local MLS & Board of Realtor fees/dues by Cashiers or Certified Check noting on the check that it is from WebMLS, Inc. and for you by writing your name on check. **If your board and/or MLS will accept your credit card you are required to give your board & MLS your credit card info for auto billing**.

26) Agent must use the WebMLS Consumer Guide to Agency Relationship for each sale and listing. The consumer guide **can not be substituted** with another brokers guide. The WEBMLS agency forms and listing addendums are posted on the WEBMLS web site.

27) Errors & Omissions (“E&O”) insurance will be shared by all agents annually. WebMLS will notify agents of **non-refundable** amount & due date and begin deduction from agent income 60 days prior to due date. Agent will pay the E&O deductible, legal fees, awards and damages etc. that arise from any claim, suit or action. Agent must notify WebMLS of possible legal action & talk to E&O attorney **only** for coverage.

28) See following pages “WebMLS, Inc. Company Agency Policy”.

By: _____ / _____ / _____
Agent Date Larry A. Whited, President, WEBMLS, Inc.

29) Agent **must read and understand** every document and contract before they ask their client to sign.

30) Agent will not be a **Power of Attorney** (POA) except a Limited POA at closing for an out of town seller.

31) **Agent buying and/or selling a property that agent has or will have an interest in:**

Agent must list/sell and purchase all personal properties through WEBMLS. Agent must disclose their interest in a property and/or purchase contract. If an agent does not want to disclose their interest they must transfer their license to another broker. Agent can not hide their interest behind a spouse, friend, family member, or partner or stock owner in an LLC, corporation or partnership. Agent must print in large bold letters under their signature and in the contract and property discloser: “(Your Name) is a **Licensed Real Estate Agent State of Ohio acting as agent and principal/buyer (or seller)**” (or “principle only” if you are not acting as your own agent).

A) Listing/Selling a property: Agent must disclose “**Agent/Owner**” in bold print on the property disclosure, MLS and also add this to the purchase contract incase the buyer signs the property disclosure after the offer.

B) Buying a property: Agent must disclose as stated above and agent must add to the contract in large bold print “**(your name) is a licensed real estate agent State of Ohio acting as agent and principal/buyer. Agent is purchasing this property with the intent of selling/assigning their interest in the property for a profit**”. Agent will have seller initial this sentence so it is obvious the seller knew your intentions.

C) Agent will not be a party to “Flipping” properties nor will agent participate in or acquire interest in a property as a lease purchase. All transaction will be “Arms Length” transactions strictly selling or purchasing a property. **Agent will not take advantage of the public for personal gain.** Agent must disclose to the extreme.

D) **Agent can not be a dual agent when personally buying or selling their own property.** If Agent wants to buy their own listing the listing must be canceled first and then check in section III of the state agency that you represent the buyer (yourself) only. If agent is selling their own property and has the buyer for said property, agent must check in section III that they represent the seller (yourself) only and write in the contract that “Buyer elects not to have broker representation and does not have a buyer agency contract signed with another broker”.

32) **Agent Must Disclose Relationship to Client:** If agent is related to or has a business relationship with the client, agent and/or owner, agent must disclose on the property disclosure and contracts the exact relationship.

33) **Shared Listings:** There will never be a 50/50 listing ,co-listing agents or Brokers. There will be one primary list agent who is completely responsible for the listing in their MLS area. The list agent can pay a referral fee to a WEBMLS referring agent(s). Said referral must be spelled out in the WEBMLS referral agreement and signed by all agents. If WEBMLS agents are working as a team, WEBMLS will pay agents according to the team agreement.

34) **Commission dispute between WEBMLS agents:** Agents will submit all disputes to the broker and will not file a complaint with any out of company venues. Agents will submit a written statement of the dispute to the broker. The broker and two managers/broker associates/agents (the hearing panel) chosen by the broker will review the claims and by a majority vote of the panel will decide what commission will be paid to agents involved. Agents will abide by the decision of the panel.

35) **Agent must email one complete, accurate and legible file for each listing, sale pending and closed file within 72 hours of completion.** WebMLS only charges \$400 per closing based on agent being efficient in their reporting/information flow to WebMLS. WebMLS will charge \$100 for each additional time WebMLS must review the same incomplete file. WebMLS does not want to charge agent this so please use the check list posted on our web site (What you must email to WebMLS for a complete file) when submitting your files. WebMLS will charge a \$100 admin fee for each late week of submission. Agent will never pay an extra charge if agent emails one complete, accurate and legible file for each listing, sale pending and closed file within 72 hours of completion. Agent will keep their hard copy files for 4 full calendar years in a secure place.

36) Agent must join **www.realtor.com** to enhance their listings; display agent name & phone # & upload photos.

By: _____ / _____ / _____
Agent Date Larry A. Whited, President, WEBMLS, Inc.

37) **List contract or Buyer agency contract must be part of each sale if unlisted at start.**

Ohio Law states we are licensed to sale real estate by filling in the blanks of a contract prepared by an attorney and as a completion/continuation of a listing contract or a buyer broker contract. Without one or the other you may be guilty of practicing law, a serious violation that would have serious consequences.

If you are **selling an unlisted property** you must do the following;

- 1) List the property and in section III of the state agency check the box that you are a dual agent or represent the seller only (you could not check that you represent the just the buyer if you have a listing contract) **or**
- 2) Sign a buyer broker contract (find it on our web site) with the buyer and then check the box that you represent just the buyer in section III (You could not check that you are a dual agent in this case unless you also complete a listing contract). In this case you must write in the offer that the seller agrees to pay WebMLS a buyer broker fee of a flat \$ amount or a % of the purchase price at closing. The risk here is the seller would not agree to pay you as much as you thought you were going to get and you would have to negotiate your commission in the contract as you work the price and terms.
- 3) Agent must have unlisted seller sign the WebMLS "One Party Compensation Agreement" which is on the WebMLS web site to avoid the problem stated in 2 above but is not a substitute for a listing contract.
- 4) Agent must give all parties a copy of the state mandated WebMLS Consumer Guide and have them sign at least the receipt for the guide to prove you gave it to them.

Division is passing out several fines each month for incorrect and/or incomplete state agency forms. First offence is usually \$100-500 but can be more if there are other offenses in the same case. The documentation is then placed in your file at division and referred to if you have a 2nd or 3rd offense. If you have another complaint of any type they will review your file and the fines can become much larger and include suspension for multiple offenses.

38) **Agent will volunteer** to serve on their local board committees, board of directors etc when possible.

39) Agent will not use **any company name** in conjunction with or in part with the WebMLS name in any manor. All versions of the WebMLS name will be used separately from any other company name(s) agent may be associated with.

40) Agent will post a resent agent photo on all the MLS systems agent belongs to if said systems have that ability and will email the photo to WebMLS in a JPEG format.

41) **BIDDING ARBITRATION:** Upon written request by either party whether made before or after institutions of any legal proceedings, any action, dispute, claim or controversy of any kind in any way arising out of or pertaining to this Contract shall be resolved by binding arbitration.

42) **Buyer Exclusion in a Listing Contract;** if an agent adds a "buyer exclusion" in a listing contract, the agent must limit the exclusion to a short period of time and disclose in the MLS system that they have a buyer exclusion contract. Agent must write the exclusion as follows or agent is at risk of paying the co-op agent the co-op commission stated in MLS; "**Joe & Jane Buyer are excluded from this contract until midnight on 10-29-09 unless they see the property and/or write the offer through a co-op agent**".

43) **Short Sale / Investor Trustee / Unrecorded or Self Prepared Deed Investor owners;** Agent will not list property for a third party investor "owner" working a short sale for a pre-foreclosure owner. Agent will urge the owner to call an attorney, Ohio Attorney Generals office, Legal Aid Society etc for sound legal advice. We have a duty by Code of Ethics and the Law to report all illegal, loan fraud activity to the proper authorities and protect the consumer from any predatory activity. Agent will report all such activity to broker and authorities. We will help consumers buy and sell real estate; we will not help anyone take advantage of them.

By: _____ / _____ / _____

Agent

Date

Larry A. Whited, President, WEBMLS, Inc.

What you must email to WebMLS, Inc. to be paid a commission/list fee.

WEBMLS must have a complete and updated file (including name & phone #'s of all parties) for each property. This includes all personal sales. Commission will not be paid until we have [one complete, accurate & legible listing, pending and closed PDF file](#). Agent must email file within 72 hours of completing the listing, pending or closing stating in the subject line your name, property address and status i.e. Listing, Sale Pending or Closed. Pages must be in the order listed below and facing same direction. **Whatever goes into your file must be emailed to WEBMLS for the company file.** [An additional \\$100 admin fee will be charged to the agent each time the agent sends an incomplete file that must be returned for completion.](#) Agent will keep hard copy files for 4 years. Files larger than 9 Megs can not be emailed. You can use a free service www.yousendit.com for 9 – 100 Meg files.

*******For new listings ******* you must email all of the following in **ONE** complete PDF file:

- 1) WebMLS Listing Report (I need the owners names & phone #'s incase a problem would dictate I call them)
- 2) A legible copy of listing fee check, copy of back of check you endorsed (**Pay To The Order Of WebMLS, For Deposit Only, 5/3rd act # 0073196219**), Legible copy of deposit slip you completed. Bank time/date stamp receipt on the deposit slip and/or a separate bank receipt which you include in file***One Deposit Slip For Each Listing***
- 3) Listing contract +++ WebMLS Listing Addendum
- 4) Print out of County Court House Property Record Website showing current owner of record.
- 5) Consumer Guide to Agency Relationships or signed receipt.
- 6) Ohio Property disclosure - current version
- 7) Lead base paint disclosure if 1978 or older, (**you must also sign and initial this form**).
- 8) Complete MLS agent printout of the new listing showing the co-op % or \$ and age of the property.
- 9) Copy of signed 2-10 Home Warranty (Residential Only) & any additional forms/documents etc.
- 10) Time date stamp of the fax showing you faxed the contract and list addendum to MLS (if required).

******* For a sale pending file***** you must email the following in one complete PDF File:

- 1) WebMLS Sale Pending & Closing (SP&C) report with lender & title company names & phone numbers.
- 2) Copy of deposit check (agent should change offer in the counter stage to have the co-op company hold deposit)
- 3) Agency disclosure (& written authorization from list broker if it is a Limited Service Co-op listing)
- 4) Consumer Guide to Agency Relationships or signed receipt by all parties unless represented by co-op agent.
- 5) Signed property disclosure & copy of the MLS sheet for the property & Court House Property Record
- 6) Signed Lead base disclosure if 1978 or older (**you must sign and initial this form**)
- 7) Contract to purchase (all pages) & Buyer Agency contract if an unlisted property.
- 8) All Addendums, correspondence and additional forms used including the full MLS agent print out.

******* For a closed file******* email the following in one complete PDF file:

- 1) Final & fully completed Sale & Closing Report (updating commission #'s and final closing date)
- 2) A legible copy of commission check, copy of back of check you endorsed (**Pay To The Order of WebMLS, For Deposit Only, 5/3rd act # 0073196219**), legible copy of deposit slip you completed. Bank time/date stamp receipt on the deposit slip and/or a separate bank receipt which you include in file. ***One Deposit Slip For Each***
- 3) The Pending list above & the New Listing list above if you have not already done so.
- 4) Signed HUD Closing statement.
- 5) If there was a home warranty, Copy of warranty check with new activated policy number for the buyer (**the number you get when you call in the closing info to the warranty company the day of closing and must be written on check and warranty you over night mail to the warranty company**)
- 6) Copy of the over night tracking receipt showing when you over night mailed the Home Warranty & check.
- 7) All new addendums and correspondence since it became a sale pending the closing.
- 8) When in doubt, send everything.
- 9) You must deposit commission check and email complete file within 72 hours of closing and/or receiving commission check. [There will be a \\$100 admin charge for each late week.](#)

[*If agent has a earnest money check made out to WebMLS, agent must write the property address on check, attach agent card and overnight the check by US Mail to WebMLS, P.O. Box 757, West Chester OH 45071.](#)

By: _____ / _____ / _____

Agent

Date

Larry A. Whited, President, WEBMLS, Inc.

WEBMLS Recommendation of equipment & Supplies

- 1) **Contracts:** www.Zipform.com Check with your local board/MLS or Zipform 800-383-9805 to see if your board approved contracts are available for download to your personal computer and/or web site. If not, you will need to order contracts from your board. Zipform charges approximately \$200 per year for their service and it allows you to type in the blanks of the contract and then print or email it to your client. AGENT MUST ALSO USE THE WEBMLS Consumer Guide To Agency Relationship and LISTING ADDENDUM FOR EACH SALE AND/OR LISTING. The WEBMLS agency forms and listing addendum are posted on the WEBMLS web site under Contract & forms.
- 2) **Home Warranty:** Call our 2-10 Home Buyers Resale Warranty area rep to ship contracts you.
- 3) **Computer:** We Recommend that you have a newer desktop computer or laptop with as much RAM as possible but at least 1 gigabyte, the largest hard drive you can buy 100+ gigs on a lap top and 200+ on a desk top, a CD and DVD drives or combo, a high speed DSL phone line or Cable TV for your internet connection.
- 4) **High Speed Internet Access & Email Address:** Check your phone company for a DSL line or your cable TV company. The provider will provide you free email addresses. We recommend you use your name as your address i.e. Larry.White@fuse.net
- 5) **White & Yellow Page Search, National:** www.msn.com or www.Google.com .
- 6) **Webpage:** Agent has 2 options: Create one with companies like www.ihouse2000.com or www.oneanddone.com or www.register.com or a great low cost option = nls.point2.com includes free virtual tour & blog for each listing. The current **WEBMLS logo must appear on the top of each page and be sized at least 5% of each page.** Agent name can not be larger than the company name inside the company logo per state law.
- 7) **Fax:** You will need at stand alone fax machine to send faxes. We recommend you purchase an all in one printer/fax/scanner. **We also require** that you use a PDF Fax service in your area that gives you a local or toll free number to receive and convert documents to a PDF file and then forward the file to your email address. www.Fax.com is a good choice but pricy, or www.impactfax.com low cost & great service or <http://www.mfm.com/products/ifax.html>. or <http://www.solidpdf.com/> or <http://www.innoport.com> ** The Quality of your fax machine and the resolution settings will determine the quality of your faxes. **
- 8) **Printer:** We recommend you purchase a color laser printer to print high quality marketing materials. A color ink jet is lower quality but usable option that will be less expensive. A laser All In One fax/color printer machine is a good choice.
- 9) **Digital Camera:** We recommend a minimum 3 pixel camera with a USB cable.
- 10) **Video Camcorder:** We recommend the Flip Video Ultra Series Camcorder for about \$120. 60 minutes.
- 11) **PDA/Cell Phone:** We recommend you have a smart phone. It must be compatible with your contact manager program. We recommend you set your cell phone to forward to the same voice mail you use for your home office phone line.

By: _____ / _____ / _____
Agent Date Larry A. Whited, President, WEBMLS, Inc.

- 12) **Signs:** We have a standard layout and size for yard sign panels. One with agent photo and one without. This format must be used. We urge you to add your color photo to your signs. Your photo becomes your personal logo and makes the sign more about you than about the company. You must place your direct phone number **only** on the sign, **do not add the company phone number.** We have 2 suppliers that you must use: [Cincinnati supplier KS Signs \(513\) 241-5953 or email: ksdesign@one.net for hard board main panels](#) or [Cleveland area Reflective Real Estate Sign Company 800-937-7867 or \(419-668-4482 or email: udcc@accnorwalk.com for reflective aluminum reflective signs.](#) You can use a local supplier for sign frames that match the size of our main panel or they will ship frames to you. You must pay in advance with a credit card.
- 13) **Cards:** We have a standard card format with agent photo. We urge you to add your color photo for the same reasons already stated. You must use one of our 2 suppliers; EDG Graphics in Hollywood Florida 877-742-5334 email jobs@edgmiami.com \$150+shipping for 5,000 with standard format on front side and your personal promotion on the back side in a high gloss (UV) or None UV format (UV is hard to write on) or 2) Minuteman Press and the Cincinnati (513) 772-0500 store will print and ship them to you \$250 for 2,000 one side. You must pay in advance by credit card.
- 14) **Refrigerator Magnet Cards:** <http://fridgedoor.com> 1-888-463-3184 Keeps your name (& photo) on their brain. We recommend you include a business card and magnet card in all mail.
- 15) **Electronic Room Measurer:** Craftsman for \$35 at Sear tool department.
- 16) **Software Training:** Executrain has offices in many cities www.executrain.com offering in class & online training on all Microsoft Programs. You may also have training available at your local Board or MLS.
- 17) **www.realtor.com:** Agent must join Realtor.com to enhance their listings which will then display the agent name and phone number and allow agent to upload 6 photos.
- 18) **800 # toll free buyer generation system:** ProQuest 800-716-3459 ask for Godfrey. As of February 2006 the cost was \$297 to buy and set up your 800# with 1,000 mail boxes and then a small cost per call you receive.
- 19) **Mail/Touch Marketing and Follow-up Program:** www.sendsations.com or www.VisatPrint.com an inexpensive way to grow your business.
- 20) **Software:** We recommend the following;
 - a) **Antivirus:** Norton System Works for antivirus and firewall.
 - b) **Operating System:** Windows XP Professional.
 - c) **Office Suite:** Windows Office XP Professional.
 - d) **Contact Manager:** We recommend Online Software www.realestatepro.fnis.com or MS Outlook.
 - e) **Accounting:** Quick Books Pro.
 - f) **Showing & Feedback service:** www.Showings.com (513) 295-3731, toll free 866-844-4277
 - g) **Feedback only service:** <http://www.homefeedback.com>
- 21) **Free eFliers** at postlets.com and then posted on several sites.
- 22) **Cheap Virtual Tours** at RealEstateShows.com under \$200 a year for unlimited number of listings.
- 23) **Social Network sites to promote your self** at YouTube.com, FaceBook.com, MySpace.com, ActiveRain.com, HomeThinking.com & Reply.com.
- 24) **Blogging Services** at Typepad.com or Wordpress.com. Add photos, virtual tours and/or video to get the highest posting on search engines.

By: _____ / _____ / _____
Agent Date Larry A. Whited, President, WEBMLS, Inc.

WebMLS, Inc. Company Agency Policy v 1-18-2010

SECTION A: GENERAL POLICY ON AGENCY

1) It is the policy of WebMLS, Inc. to represent both sellers and buyers. Affiliated agents shall represent the seller when they list the property and shall act as a buyer's agent when working with a buyer.

2) When representing a seller, WebMLS, Inc. and its agent owe the seller the duties of loyalty, obedience, confidentiality, accounting and reasonable skill and care in performing our duties, and any other duties contained in our listing agreement. We are required to act solely on behalf of the seller's interest to seek the best price and terms for the seller. Finally, as a seller's agent, we also have a duty to disclose to the seller all material information obtained from the buyer or from any other source.

3) When representing a buyer, WebMLS, Inc. and its agent owe the buyer the duties of loyalty, obedience, confidentiality, accounting and reasonable skill and care in performing their duties and any other duties contained in an agency agreement. The agent and brokerage are required to act solely on behalf of the buyer's interests to seek the best price and terms for the buyer. Finally, a buyer's agent and brokerage also have a duty to disclose to the buyer all material information obtained from the seller or from any other source.

On in-company transactions where both buyer and seller are represented by separate, non-management-level licensees, each party will be represented by their respective agent and those agents must not share confidential information with each other.

The brokerage and its management-level licensee are dual agents. In this situation, the brokerage's role is to do the following:

- Objectively supervise the agents involved so they can each fulfill their duties, as outlined above, to each of their clients.
- Assist the parties in an unbiased manner to negotiate a contract.
- Assist the parties in an unbiased manner to fulfill the terms of any contract.

As a dual agent, the brokerage cannot:

- Advocate or negotiate on behalf of either the buyer or seller.
- Disclose confidential information to any party or any other employee or agent of the brokerage.
- Use confidential information of one party to benefit the other party to the transaction.

If the management-level licensee represents a party, either buyer or seller, on an in-company transaction, that management-level licensee must act as a dual agent. The other agent in the transaction, who represents the other party, is considered to only be the agent of the party he represents. The buyer and seller will acknowledge this relationship on the Agency Disclosure Statement..

6) If an agent sells his own listing to a buyer client, the agent is a dual agent. The agent may only act as a dual agent if both buyer and seller agree. A dual agent may not disclose any confidential information that would place one party at an advantage over the other party and may not disclose any of the following information without the informed consent of the party to whom the information pertains:

- That a buyer is willing to pay more than the price offered;
- That a seller is willing to accept less than the asking price;
- Motivating factors of either party for buying or selling; or
- That a party will agree to financing terms other than those offered.

SECTION B: MANAGEMENT-LEVEL POSITIONS

The following positions in the brokerage are considered to be management level: Broker of record.

SECTION C: APPOINTMENT OF LICENSEES

In the event an agent wants another agent in the brokerage to represent his client, that client must agree in writing to this agent being appointed to represent him. Such written appointments must be maintained in the brokerage file. Agents involved must use the MLS change form signed by the client(s) and broker for agent change to be made.

SECTION D: WORKING WITH RELATIVES, BUSINESS ASSOCIATES, ETC.

- 1) If a person with whom an agent has a personal, family or business relationship wants to sell property, the agent shall act as a listing agent representing that person. In the event the agent acts as a dual agent and sells the property to a buyer he represents, the nature of the agent's relationship with the seller must be disclosed to the buyer before the buyer consents to the dual agency and the relationship also must be disclosed on the Agency Disclosure Statement. Any other agent in our brokerage or a cooperating brokerage representing a buyer must be notified of the relationship, and the relationship must be disclosed in writing prior to a contract being entered into. *(Note: This is required by Article 4 of the National Association of REALTORS® Code of Ethics.)*
- 2) If a person with whom an agent has a personal, family or business relationship wants to purchase property, the agent shall act as a buyer's agent. Any family, business or personal relationship must be disclosed to the listing agent, or if there is none, to the seller, and disclosed on the purchase contract. *(Note: this disclosure is required by Article 4 of the National Association of REALTORS® Code of Ethics.)* In the event the agent acts as a dual agent because the property the buyer wants to purchase is listed with him, the nature of the agent's relationship with the buyer must be disclosed to the seller before the seller consents to the dual agency and it must be disclosed on the Agency Disclosure Statement as well.
- 3) If an agent has a personal, family or business relationship with another agent involved in a transaction, that fact must be disclosed to the parties. This disclosure must be made prior to a contract being entered into and must be approved by the broker.

SECTION E: AGENTS BUYING OR SELLING THEIR OWN PROPERTY

- 1) Agents selling their own property must list it with WebMLS, Inc. and act as their own listing agent.
 - a) If the agent's property is shown to a buyer represented by another brokerage, or another agent in WebMLS, Inc. that buyer's agent shall be notified of the fact that the listing agent is also the seller and this must be noted on any subsequent contract that is entered into.
 - b) If a buyer contacts the listing agent/seller directly, that buyer shall be treated as a customer, and told the property is owned by the listing agent, and this must be confirmed in any subsequent purchase contract. The buyer shall be given the Agency Disclosure Statement indicating that the listing agent represents the seller ONLY in section III. If the buyer wants representation he will be referred to another agent in the brokerage who can represent him.
 - c) If the listing agent/seller already has an agency relationship with a buyer who now wants to see his property, he must have the buyer write the offer through another agent. A WebMLS, Inc. agent can not be a dual agent when they are the owner or buyer of a property.
- 2) Agents buying property for themselves must also handle these transactions through the brokerage and act as a buyer's agent.
 - a) If the property the agent wishes to see is listed with another brokerage, the listing brokerage must be notified at first contact that the licensee is acting for himself. On any offer the agent makes, it must indicate that he is a licensed agent with WebMLS, Inc. and submit an Agency Disclosure Statement indicating that he is a buyer's agent.
 - b) If the property the agent wants to purchase is listed with him, the agent / broker must cancel the listing and terminate the agency relationship before the agent makes an offer. A WebMLS, Inc. agent can not be a dual agent when they are the owner or buyer of a property.
 - c) If the property the agent wants to see is listed with another agent in WebMLS, Inc., the agent must immediately inform the listing agent that he is interested in buying the property for himself. The listing agent shall not share any confidential information with the buyer/agent unless expressly authorized by the seller. If the buyer/agent wishes to make an offer to purchase, he shall indicate on the offer that he is a licensed agent with WebMLS, Inc. and submit an Agency Disclosure Statement indicating that he is acting as a buyer's agent.
 - d) If the property an agent is interested in seeing for his own possible purchase is not listed (a FSBO), then the agent shall notify the seller at first contact that he is a buyer's agent representing himself. The agent shall not attempt to seek

compensation from the seller. The agent shall not have the seller sign a listing agreement. In the event the agent wishes to purchase this property, the fact that he is a licensed agent with WebMLS, Inc. shall be noted on the offer and an Agency Disclosure Statement indicating the agent is acting as a buyer's agent ONLY in section III and shall be delivered with the offer.

SECTION F: CONFIDENTIAL INFORMATION

Since agents within WebMLS, Inc. act as buyer's and seller's agents, it is possible that one agent could potentially be representing a buyer who is buying property listed with a different agent in our brokerage. In this instance, each agent has separate duties to his respective client. Therefore, it is necessary for the following steps to be followed to protect the confidential information of the buyer from being disclosed to another agent in our brokerage who could be representing the seller, and vice versa.

- 1) Office files.** Each agent shall maintain in his file cabinet/home office all documents relating to a client he represents. Correspondence, offers, addendums, inspection reports and the like shall not be kept on desks or left out where they could be viewed by other agents. Agents shall keep their file cabinets locked when they are not in the office.
- 2) Computerized records and messages.** All computer documents maintained by agents shall be password-protected so that other agents in the brokerage cannot retrieve or view this information. Agents shall not share their passwords with one another for any reason.
- 3) Office meetings and discussions.** Agents shall not share confidential information regarding their clients at office meetings or discuss such information with others in the office unless the client specifically permits such disclosure. If the client so authorizes, this authorization should be noted by the agent in his file. Confidential information includes, but is not limited to, a client's motivation to purchase or sell, a client's financial information, the amount of any offer or counter-offer that a client has made or is considering making or the amount of any pending contract. Office meetings involving such confidential information shall take place in private, so as not to be overheard by others.
- 4) Facsimile transmissions.** When faxing documents that contain confidential information such as offers and counter-offers, agents must not leave the original documents on the fax machine where they could be viewed by others. Incoming faxes shall only be faxed to the agents personal fax number.
- 5) Telephone and inter-office messages and conversations.** Telephone and inter-office messages that contain confidential information shall be emailed to the agents personal email address. Conversations between agents, with management-level licensees or other staff concerning clients shall be held in private if the conversation involves confidential information.
- 6) Meetings and conversations with clients.** All meetings with clients shall take place in at the clients home or office. Telephone conversations with clients that involve confidential information shall be done in private so no other person can over hear the conversation.

SECTION G: DUAL AGENCY

- 1) Agents acting as a dual agent shall disclose to the parties all relevant information necessary for them to make an informed decision about whether to consent to the dual agency. This would include, but not be limited to, the nature of the relationship the agents have with a party to the transaction. This must be done on the Agency Disclosure Statement. If this information later changes, this change must be provided in writing to the parties as soon as possible and they must be given an opportunity to revoke their consent to the dual agency.
- 2) In the event a party refuses to consent to the dual agency, or seeks to terminate any agency relationship as a result of the proposed dual agency, the broker/manager shall be notified immediately. If the client's consent cannot be obtained, WebMLS, Inc. and its agents cannot act as dual agents. The broker/manager shall attempt to obtain the objecting party's consent to another agent in the WebMLS, Inc. being appointed to represent him. If this cannot be agreed upon, the broker/manager shall, depending on the circumstances and wishes of the parties, determine which relationship shall be terminated.

SECTION H: CHANGING AGENCY RELATIONSHIPS

Agents shall not change agency relationships once they have been established, unless approved by the broker/manager. If such a change is approved, the client whose agency relationship is being terminated must consent in writing and any persons who know of the previous relationship must be notified in writing as well.

SECTION I: POLICY ON COOPERATION AND COMPENSATION

1) It is the policy of WebMLS, Inc. to cooperate with all other brokerages on an equal and consistent basis. This means WebMLS, Inc. and its agents will make its listings available to other brokerages to show, provide information that is not confidential, and present all offers written by other brokerages in a timely and objective manner.

2) WebMLS, Inc. does reserve the right, in some instances, to vary the compensation it offers to other brokerages, whether as buyer agency compensation. Therefore, the compensation it offers cooperating brokers may not always be equal and consistent.

3) When acting as a buyer's agent, WebMLS, Inc. also accepts compensation offered by the listing broker through the multiple listing service.

The following two sections are not required to be included in your brokerage company policy but may be helpful to your agents to understand the procedures you want them to follow and to assure compliance with license law requirements.

SECTION J: GENERAL LISTING PROCEDURES

1) When securing a listing, explain to the seller that you, the brokerage and management-level licensees will represent him.

2) Explain to the seller our brokerage policy of also representing buyers. Disclose the fact that you have buyers that you represent and that other agents in the firm represent buyers also. Use the "Consumer Guide to Agency Relationships" to help explain your role as a dual agent if one of your buyer/clients purchases your seller's listing. Explain how the transaction will be handled if the buyer is represented by another agent in our brokerage.

3) Have the seller sign and date acknowledging receipt of the "Consumer Guide to Agency Relationships."

4) Have the seller check on the listing agreement whether he authorizes WebMLS, Inc. compensation to buyer brokerages. Have the seller sign and date their local board/MLS listing agreement and the WebMLS, Inc. listing addendum only. Not other listing addendums will be used or signed.

5) Unless exempt, on property built before 1978, have the seller complete the lead-based paint disclosure and acknowledgement form, sign and date it.

6) Unless exempt, on residential property, have the seller complete the residential property disclosure form, sign and date it.

SECTION K: GENERAL PROCEDURES WHEN REPRESENTING BUYERS

1) When establishing an agency relationship with a buyer, explain that you, the brokerage and management-level licensees will represent him.

2) Explain to the buyer that you also take listings, as do other agents, and therefore represent those sellers. Use the "Consumer Guide to Agency Relationships" to help explain your role as a dual agent if he buys your listing, and how it will work if he buys property listed with a different agent in our brokerage.

3) The buyer must be provided with the "Consumer Guide to Agency Relationships" before the earliest of the following events:

- Showing the buyer property;
- Pre-qualifying the buyer;
- Asking the buyer for specific information about his financial ability to purchase property;
- Discussing an offer; or
- Submitting an offer.

4) Have the buyers sign and date acknowledging receipt of the "Consumer Guide to Agency Relationships."

- 5) Have the buyer sign our buyer agency agreement if applicable.
- 6) When you contact other brokerages about their listings, immediately disclose the fact that you are a buyer's agent. Do the same on FSBO's and disclose any intent to seek compensation from the seller.
- 7) On residential properties, give the buyer the residential property disclosure form, the lead-based paint disclosure and acknowledgement form, and the EPA lead paint pamphlet if these are required on the property. Have the buyer sign these forms before signing the offer.
- 8) When you write an offer on property you must have the buyer sign the Agency Disclosure Statement prior to signing the offer and deliver this form along with the offer.
- 9) If the buyer is making an offer on property you have listed, tell this to the buyer and disclose to both buyer and seller any material facts about your representation of these two clients--for example, if you have a personal, family or business relationship with one of the parties. If such a relationship exists, indicate it on the Agency Disclosure Statement. Have the buyer sign the Agency Disclosure Statement before the buyer signs the offer. You must have the seller sign the Agency Disclosure Statement before you present the offer to the seller.

Will co-op Agents show our listings?

I was in competition with 4 other agents (2 from large national companies and 2 large local brokers) for a high priced listing 3 months ago in an up scale area in Cincinnati. I was the last agent in (I always try to be the last so I can answer questions and sign the listing). The seller told all of us that they were going to down size in the same area in the \$200-300k price range.

They wanted to list the home with me but were concerned that other agents would not show our listings. Two of the agents asked them who they were interviewing and after they told them WebMLS they said no one in their office would show a WebMLS listing. They were afraid they would have to pay a high commission to sell their home.

I assured them it was not true and that I did not know of an agent who would refuse to show any listing if the buyer asked to see the home. I also told them that if the co-op commission was too low they would show the property and then point out the negatives instead of the positives to stop any interest and sell a home with a higher co-op. I added that it was important to pick a reasonable commission. They were still not convinced.

I suggested that they have a friend or relative call the 2 agents or their offices and tell them they were referred to them to buy a home and give them 3 listings in the same area and price range they wanted to see, one of them being a WebMLS listing and see how they responded. I added that it would be best if they called the 2 agents and asked to see the 3 properties before they finalized their decision to buy/sell. I printed the MLS sheets from MLS on their home computer and told them to be sure to tell the agents the address, MLS # and the listing company name, one of them being a WebMLS listing.

They called both agents the next day as I suggested and both agents said they would be happy to show them the 3 properties the following day. As soon as the agents said they would show them the properties the seller reminded them what they had said the day before and told them they would never buy or list a property with them. They listed the property with me for \$470,000 with \$500 list fee and 3.5% with a 2.5% co-op.

PS: The property just sold and closed and the selling broker was one of the companies that said they would not show WebMLS listings. The seller paid for a Caribbean Cruise with the commission we saved them and tells everyone about WebMLS.

PDF Fax Number Explanation

Most of us do not scan documents into a PDF file. That creates a huge file because it creates memory of all the white space on the page as well. Most of us have a PDF fax number from www.impactfax.com. See more info in the prior 2 pages under FAX. You fax everything to your PDF fax number which turns it into a PDF file and emails it to you. It usually cost about \$50 to set up and about \$10 per month for unlimited pages. I only use my fax machine at my home office to send faxes, never receive. I have my PDF fax number on everything; MLS, cards etc, and use it to turn all documents into a PDF file.

The deference is this; when you scan a document your scanner is creating a complete image of the entire page including all the white space. When you fax a page it only creates an image of all the dark images/characters on the page.

The best way to understand it would be to take a blank dark blue (or any dark color paper) and try faxing it. It will take forever because it is duplicating every square inch of the color page. Now take a blank white page and fax it. It will go very fast because there was nothing for it to duplicate/create an image of.

Example 1) I just faxed myself a 250 page HOA document which created a 6 Meg file that was then emailed back to me. I then opened and saved it on my computer in an HOA folder so I never need to collect that document again. When I sell the property (or any other property in that development) and the agent/buyer asks for it I just email it to them. If I had scanned this document into a PDF file it would have become a 50+ Meg file that you could never email (max email size today is 10 Meg or less) and it burns up lots of space on your computer hard drive.

Example 2) I always have the co-op agent fax the offer, property disclosure, lead paint, pre-approval letter etc to my PDF fax number. It then comes to me as a PDF file in my email which I forward to my seller or buyer. I then ask my client to open and print it and call me after they have read it. I then (by phone) go through the contract to tell them where to initial sign date etc and have them fax it back to me. They will find a Kinko's and fax it to me because I am saving them \$\$\$\$. If it is not time critical they will fax it to me from their office the next day. I then forward it to the co-op agent. I don't end up with a fax of a fax of a fax this way and save myself a huge amount of time, gas etc.

Example 3) I now fax every business expense receipt to my PDF fax number and after it emails to me I open and save it in folders on my computer for each vendor. I am more organized now than ever before.

PS: I back up my computer at least once a week on an external hard (I have 2 that I exchange on each back up) and place it in a safety deposit box at my local bank. I bring

the other one back to run the next backup.

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