



MULTIPLE LISTING SERVICE OF SOUTHERN ARIZONA

MEETING AGENDA

Committee: MLSSAZ Board of Directors
Meeting Date: April 23, 2020
Chair: Sue Cartun, President

I.	Call to Order 3:00pm	
II.	Consent Agenda*	
	A. Board of Directors Meeting Reports, March 23, 30 and April 6, 2020	2
	B. Committee Reports	
	1. Standards, April 1, 2020.....	6
	C. New Subscriber Report.....	7
	D. Trends Reports	
	1. Membership Trends.....	10
	2. Market Summary.....	11
	3. Inventory Trends.....	12
	D. Strategic Plan.....	13
	E. March Class Report	21
	F. Meeting Dates and Event Announcements	
	1. MLS Standards Committee, 5/6/2020 – 1:30pm	
	2. MLS Technology Committee, 5/5/2020 - 2:30pm	
	3. MLSSAZ Executive Committee, 5/18/2020 – 11:30am	
	4. MLSSAZ Board of Directors, 5/28/2020 – 3:00pm	
IV.	Treasurers Report: Cheryl Terpening	
	A. Balance Sheet.....	22
	B. Budget vs. Actuals.....	24
	C. Equity & Reserves	25
	D. 2020 Financial Forecast	26
V.	Unfinished Business	
	A. Clear Cooperation Policy Update	
	1. Rules and Regulations (Redline and Draft).....	27
	2. Coming Soon/Exempt/Delayed Form.....	33
	3. Residential Listing Agreement	35
	4. FAQ's	44
VII.	New Business	
	A. Technology Committee Report*.....	50
	1. Recommend the Board of Directors consider immoviewer as a TAR member benefit	
VI.	Adjourn	

*= Items that may require action.



MULTIPLE LISTING SERVICE OF SOUTHERN ARIZONA

Committee: MLSSAZ Board of Directors (Conference Call)

Meeting Date: March 23, 2020

Chair: Sue Cartun, President

Call to Order: 3:02PM

Attendance: Jim Adams Lori Adamson Jim Bowman Sue Cartun
Kim Clifton Susan Derlein David Dynes Cathy Erchull
John Gebhart Diane Marzonie Louis Parrish Cheryl Terpening

Legal Counsel: Kay Nelson

Guest: Eric Gibbs William Mordka

Staff: Andrew Castillo Christine Sanchez Randy Rogers

Action Items:

M/S/C: Move to approve the Consent Agenda as presented.

M/S/C: Move to approve to temporarily disengage the Open House field in FlexMLS until further notice.

Information Items:

- Eric Gibbs provided an update on the Clear Cooperation Policy Task Force meeting. He is working with staff to schedule an interactive Facebook or Zoom session for Participants and Subscribers.
 - Staff is working on the communication that will be sent to Participants and Subscribers.
 - Discussion of changing the name of the Coming Soon/Delayed/Exempt Authorization form to Deferred Listing Authorizing form. The board agreed not to make any changes at this time.
- The board will be provided with a weekly membership count, year over year and month over month sales and listing statistics to know how to navigate the next several months and the impact that may occur as a result of COVID-19.
- President Cartun mentioned the Business Planning Session wrap-up has been postponed until further notice.
- CEO Rogers provided an update on staffing:
 - Sean Murphy's last day was Friday, March 20; he reported the day-to-day operations is business as normal.
 - The front desk has received 3-6 walk-ins per day to purchase store items or supra lockboxes.
 - Staff will be sending out a message to Participants and Subscribers that store items can be purchased online and available for pick-up or shipping. It was suggested to consider shipping at no costs.
 - Staff will continue to provide resources for online classes. BethAnn Neynaber, MLS Trainer will be hosting several MLS classes online as well as reaching out to the Participants and inquiring what classes they would like for her to provide.
 - The Executive Committee discussed hiring a search consultant firm to fill the MLS Executive Vice President position. Due to the state of the economy, it has been delayed until further notice.
 - Staff is working on a plan to have employees work from home in the event Arizona is issued a stay-at-home order.
 - MLS will temporarily begin offering technical support on Saturday's from 8am – 2pm as a result of Pearson Vue testing being temporarily canceled.
- Governor Doug Ducey issued an Executive Order outlining essential services for the state; real estate services were included as an essential service.
- CEO Rogers proposed the following for MLS billing:
 - Reducing the fees from \$290 to \$275, send out invoices early providing the option to pay early and establish a payment option.
 - The board discussed and agreed by consensus against a fee reduction.
 - The board agreed by consensus to extend the late fee to September 1 on a case by case basis to be determined by CEO Rogers.

- It was moved, second and passed to temporarily disengage the Open House field in FlexMLS until further notice.
 - CEO Rogers will work with staff to craft a message about open houses which will include NAR's Open House Guidance During COVID-19 document.
- President Cartun welcomed Director John Gebhart of Realty Executives Arizona Territory.
- Review of the February financials.
 - MLSSAZ is at a 11.3-month reserve, 5 months above what is recommended.
- Meeting Adjourned at 4:30pm

Christine Sanchez

From: Randy Rogers
Sent: Wednesday, April 1, 2020 9:20 AM
To: Cheryl Terpening; DavidDynes@TierraAntigua.net; Louis Parrish; Jim Adams; Susan Derlein; Marzonie, Diane; Lori@loriadamson.com; Bowman, Jim; Cathy Erchull; Kimberly Clifton; Joette Schenck
Cc: Sue Cartun; Brown, Kay Olsen - (kayobrown); Christine Sanchez; Andrew Castillo
Subject: Thank you and update

Dear MLS Board,

Thank you for everyone's prompt reply to the Board vote. The amended language did pass and will be added to the Rules and Regulations. This will also be posted to the Flex Gateway message along with an email out to subscribers and participants.

With the new order from the governor, many of the staff will be working from home however members should not see a change in service. I am hoping this change will open up new ways for us to serve members in a more efficient way. The physical office will be closed except for limited hours to service lockboxes. We are finalizing these hours and will adjust accordingly based on demand. The past two weeks have been pretty slow.

We continue to get questions about "stopping Open Houses". As a reminder, we turned off the scheduling of this. It is up to the Broker and the seller as to if they will allow this practice. The new stay at home order will likely change things once again.

I am monitoring every expense we have at the MLS as well as the Association. The past two years we have done incredible work to position us well financially to sustain during this challenging time. Of course we are coming up on a billing cycle and that will tell us a great deal about the near future.

I know everyone is dealing with this changing dynamic in different ways. In the days to come, we will be publishing resources for people from financial to mental health. These may be essential to someone that is struggling as the stress level is very high.

If anyone is hearing things in the market or questions, please send them my way.

Take care and be safe.

Randy Rogers
CEO
Tucson Association of REALTORS/MLS Southern Arizona
812.325.6187

Sent from my iPad

Christine Sanchez

From: Randy Rogers
Sent: Monday, April 6, 2020 9:14 PM
To: Jim Adams; lori.adamson@exprealty.com; jim.bowman@azmoves.com; kimclifton@tierraantigua.net; susan@realestategreenvalley.com; daviddynes@tierraantigua.net; Cathy Erchull; diane.marzonie@azmoves.com; knelson@dmyl.com; lparrish@unitedrealestatearizona.com; Joette@HomeSmartPros.com; JGebhart@RealtyExAz.com; sue.cartun@kw.com; Cheryl Terpening
Cc: Sue Cartun; Jennifer Bailey
Subject: Community Food Bank Support Passes

Dear MLSSAZ Board,

I am pleased to share the wonderful news that you generously passed the support for the Community Food Bank in the amount of \$10,000. There is great need in our community in so many different areas but certainly your support, along with that of Tierra Hope Foundation, Long Cares Foundation, TAR, and the Charitable Foundation, as well as others, will serve so many. The sum total given so far is over \$45,000!!! What a statement for how our REALTOR family cares about our community.

Thank you!

Sue Cartun
2020 President, MLS of Southern Arizona



MULTIPLE LISTING SERVICE OF SOUTHERN ARIZONA

Committee: MLSSAZ Standards
Meeting Date: April 1, 2020
Chair: Henry Zipf
Called to order: 1:34 PM

Present: Sterling Bancroft, Henry Zipf, Annie Barmore, Patrick Devine, Amanda Elmer, Jacob Freidman, Mindy Maddock, Ken Nelson, Michele Ream, Michael Smith,
Absent: Lisa Sullivan, Shiraz-ali Peera.
Staff: Andrew Castillo.
Guests: None.

Information Items:

- Meeting was held via teleconference.
 - Henry Zipf Co-Chairman chaired this meeting.
 - Minutes of the March meeting were approved.
 - Andrew Castillo gave a presentation for the revision of the MLSSAZ Rules & Regulations Section 2.11 – Showing Instructions. The addition to the policy reinforces exiting guidelines, provides clarification to both listing and showing brokers, while promoting cooperation and transparency among MLS participants.
 - MLSSAZ Rules & Regulations – Section 2.11: Listing brokers shall provide showing procedures, instructions and restrictions within Showing Instruction field in the MLS. Participants and Subscribers shall strictly adhere to the instructions as specified by the listing broker. Participants and Subscribers may communicate with the listing broker to discuss and agree upon showing methods other than what has been entered for the listing. Failure of any Participant or Subscriber to follow Showing Instructions or agreed showing method on an MLS listing may be subject to a fine. (Added 01/2019
- Cooperating brokers and buyers must respect limitations the seller imposes on the making of photos or videos during showings and on the distribution of any resulting photos or videos. Listing brokers must indicate any limitations of this kind in the Showing Instruction Field of MLS before any showing for the limitation to be effective for that showing.(Added 03/2020
- Administrative Sanctions Issued.
 - Two Letters of Concern – (1) Non-Correction of a violation.

Adjourned @ 2:16 PM

Our next meeting is May 6, 2020 at 1:30 PM via teleconference



New Subscribers

3/1/2020 through 3/31/2020

Last Name	First Name	Office	Type	Association
Dobyns	William	Your Villages Appraiser, Inc	BAPPR	Other
Beck	Michael	Voyager Bay Co	DR	TAR
Caulkins	David	First Watch Realty	DR	TAR
Casey	Peter	Peter M Casey	DR	TAR
Franz	Ron	DPR Realty, LLC	MAB	Other
Kitkowski	Maria	Venture REI, LLC 01	MAB	Other
Alvarado	Johnny	Great Way Real Estate	MAB	Other
Schwarm	Dylan	My Home Group Real Estate	MAB	Other
Cook	Cary	Tru Realty	MAB	Other
Madrid	Jolene	My Home Group Real Estate	MAB	Other
Campbell	Nancy	West USA Realty	MAB	Other
Hawkins	Ardyth	HomeSmart Success 01	MAB	Other
Reyes Alvarez	Jose	Buy With Boomerang	MAB	Other
Bernal	Alan	Keller Williams Southern AZ	MAB	Other
Anderson	Nathan	HomeSmart	MAB	Other
Thompson	Benjamin	HomeSmart	MAB	Other
Burnes	Tammie	Arizona Eagle Realty	MAB	Other
Jensen	Travis	HomeSmart	MAB	Other
Nardi	Daniel	North & Co	MAB	Other
Ondik	Gary	eXp Realty LLC	MAB	Other
Johnson	Kenneth	HomeSmart	MAB	Other
Noriega	Flor	Great Way Real Estate	MAB	Other
Regan	Mandy	My Home Group Real Estate	MAB	Other
Grenko	Christopher	eXp Realty LLC	MAB	Other
Bitzia	Daniel	Buy With Boomerang	MAB	Other
Cerreta-Hawkins	Mindy	Realty Arizona	MBB	Other
Carpenter	Elizabeth	Long Realty - Yuma	MBB	Other
Jaeger	Robin	Adventure Realty	MBB	Other
Ayres	Richard	Century 21 Ponderosa Realty	MBB	Other
Beard	Luke	Great Way Real Estate	MBB	Other
Camp	Christina	Advantage Realty Professionals	MBB	Other
Groberg	John	Mynd Property Management	MBB	Other
Ward	Roderick	Trelora Realty	MBB	Other
Kushmakov	Alan	Best Homes Real Estate, LLC	MBB	Other
Morrison	Matthew	Buy With Boomerang	MBB	Other
Pryde	Gary	Pryde Realty	MBB	Other
Barter	Christine	Coldwell Banker Realty	R	GVSAR
Brye	James	Coldwell Banker Realty	R	GVSAR
Manzo	Anjel	Coldwell Banker Realty	R	GVSAR
Beverly	Jaye	Long Realty -Green Valley	R	GVSAR
Aguiar	Angela	Keller Williams Southern Arizona	R	TAR

R=REALTOR, DR=Designated REALTOR, MAB=MLS Only Agent, MBB=MLS Only Broker, APR=Appraiser



New Subscribers

3/1/2020 through 3/31/2020

Leon	Valerie	Keller Williams Southern Arizona	R	TAR
Kanuch-Wagone	Kim	Red Point Development, Inc.	R	TAR
Longhurst	Joshua	PMI Tucson	R	TAR
Rorbach	Daniel	Wayne R. Rutschman Broker	R	TAR
Santiago	Briana	HomeSmart	R	Other
Vasquez	Louis	Tierra Antigua Realty	R	TAR
O'Connell	Wayne	Homesmart Advantage Group	R	TAR
Sligh	Tyler	Tierra Antigua Realty	R	TAR
Olson	Toni	Keller Williams Southern Arizona	R	TAR
Hargrove	Susan	Long Realty Company	R	TAR
Fry	Shari	My Home Group Real Estate	R	TAR
Hernandez	Alejandro	Long Realty Company	R	TAR
Works	Nadia	Coldwell Banker Realty	R	TAR
Vujisic	Monica	eXp Realty	R	TAR
Warren	Lisa	eXp Realty	R	TAR
Thompson	Apple	NextHome Complete Realty	R	TAR
Holcomb	Jacqueline	Coldwell Banker Realty	R	TAR
Knudson	Eric	Tierra Antigua Realty	R	TAR
Moran	Noel	Long Realty Company	R	TAR
Schuitema	Gary	Coldwell Banker Realty	R	TAR
Tims	John	Equity Arizona Real Estate	R	TAR
Stanley	Joshua	My Home Group Real Estate	R	TAR
Aguayo	Marcos	Tierra Antigua Realty	R	TAR
Franco	Dolores	Homesmart Advantage Group	R	TAR
Eldridge	Lin	Real Estate Marketing Prof.	R	TAR
Melhado	Sandra	Realty Executives Arizona Territory	R	TAR
Benson	Janice	Keller Williams Southern Arizona	R	TAR
Giroir	Vanessa	NextHome Complete Realty	R	TAR
Minish	Shelly	Tierra Antigua Realty	R	TAR
Rodriguez	Roberto	OMNI Homes International	R	TAR
Gastelum	Gabriela	Tierra Antigua Realty	R	TAR
Shafe	Dawn	Keller Williams Southern Arizona	R	TAR
Lamkin	Deborah	Westar Mortgage & Realty Corp	R	TAR
Prieto	Marco	Realty One Group Integrity	R	TAR
Cardenas	Alex	Coldwell Banker Realty	R	TAR
Connolly	Shannon	OMNI Homes International	R	TAR
Caro	Ruben	United Real Estate Southern Arizona	R	TAR
Green	Anthony	Homesmart Advantage Group	R	Other
Lamb	Alissa	Real Property Mgmt Pinnacle	R	TAR
Bradley	David	Copper Mountain Realty	R	TAR
Post	Mariah	Keller Williams Southern Arizona	R	TAR
Campillo Felix	Jose	Tierra Antigua Realty	R	TAR
Martinez	Juan	Long Realty Company	R	TAR
Hernandez	Angelique	33 Realty Company LLC	R	TAR

R=REALTOR, DR=Designated REALTOR, MAB=MLS Only Agent, MBB=MLS Only Broker, APR=Appraiser



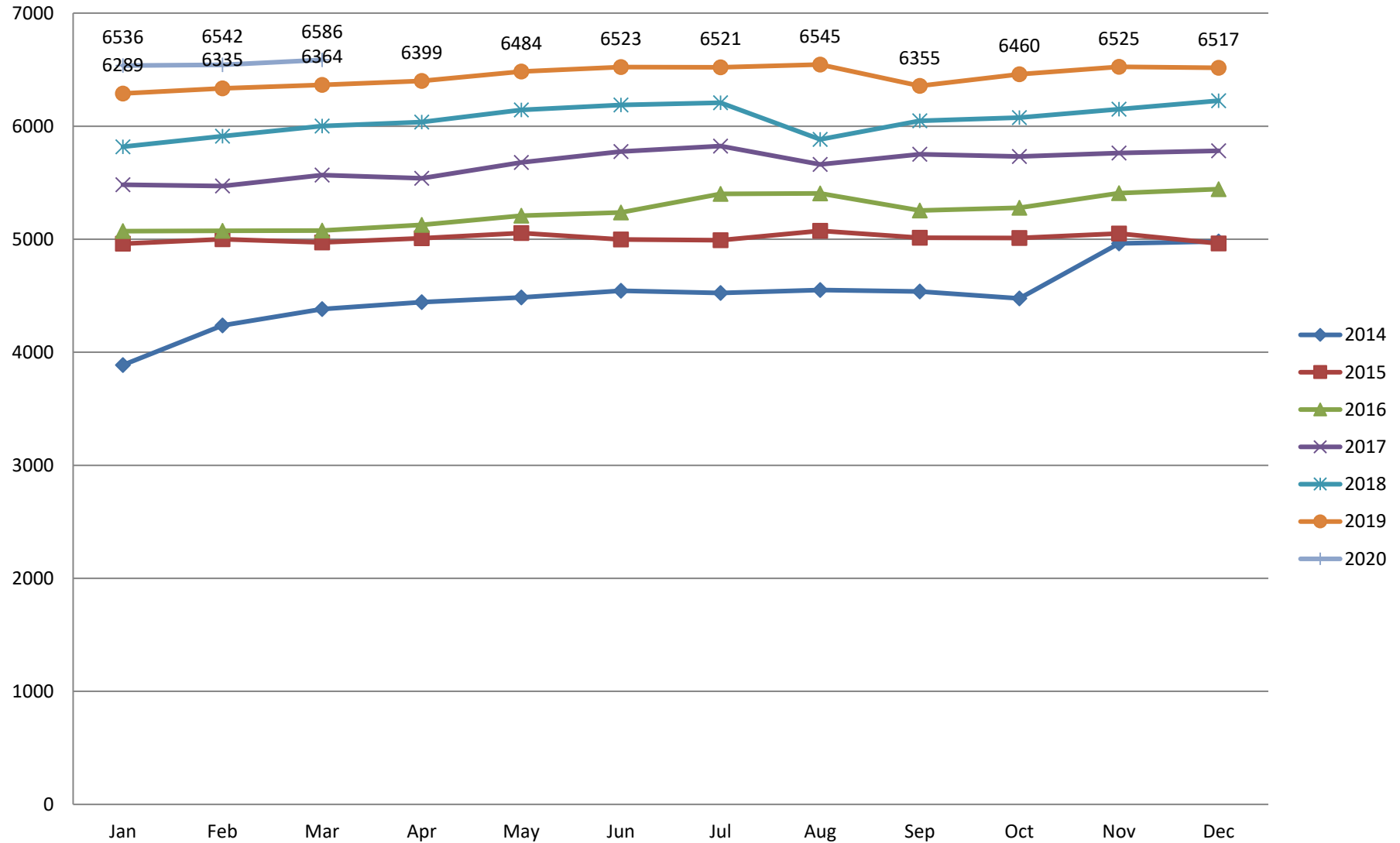
New Subscribers

3/1/2020 through 3/31/2020

Elmer	Dana	RE/MAX Excalibur Realty	R	TAR
Slyter	Traci	Tierra Antigua Realty	R	TAR
Huizar	Bernardo	Arizona Eagle Realty	R	TAR
Truman	Katherine	United Real Estate Southern Arizona	R	TAR
Hinder	Victoria	Russ Lyon Sotheby's Int Realty	R	SCCBOR

New Subscriber Count - 90

Membership Trends March 2020



Active Participants: 931

All Residential Properties Market Overview

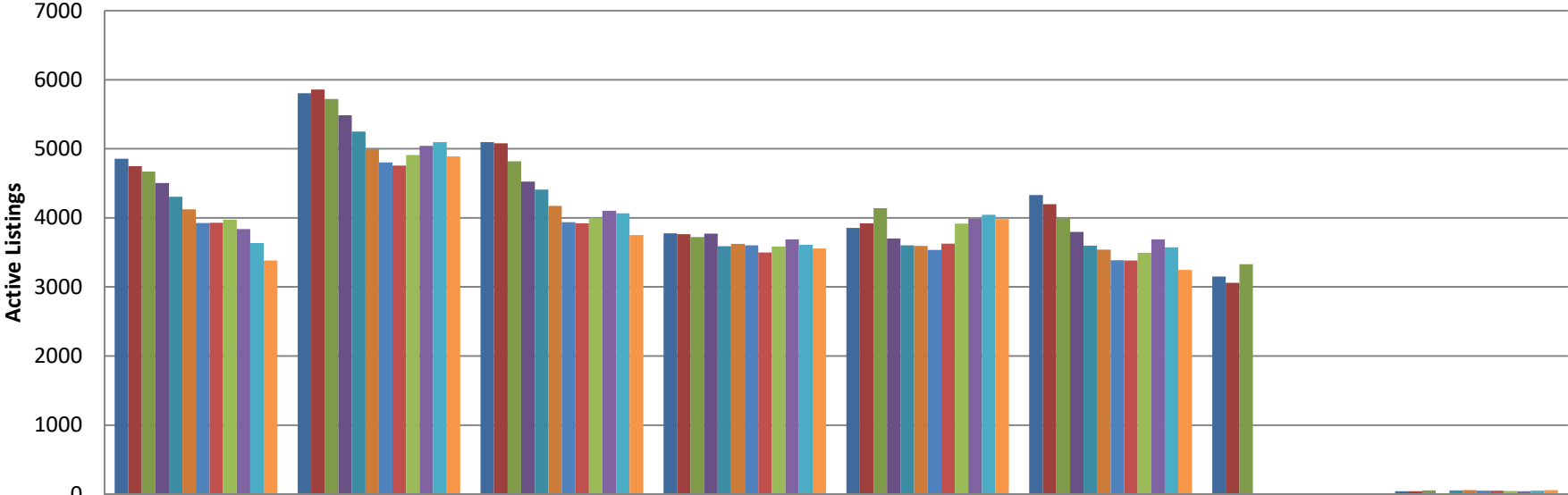
Key metrics by report month and for year-to-date (YTD) starting from the first of the year. Includes all Single Family and Townhome/Condo listings in the MLS.



MULTIPLE LISTING SERVICE OF
SOUTHERN ARIZONA

Key Metrics	Historical Sparkbars	3-2019	3-2020	% Change	YTD 2019	YTD 2020	% Change
New Listings		2,205	2,253	+ 2.2%	6,433	6,417	- 0.2%
Pending Sales		1,829	1,710	- 6.5%	5,001	5,207	+ 4.1%
Closed Sales		1,706	1,676	- 1.8%	4,031	4,334	+ 7.5%
Days on Market until Sale		46	38	- 17.4%	48	40	- 16.7%
Median Sales Price		\$219,000	\$241,500	+ 10.3%	\$217,675	\$238,000	+ 9.3%
Average Sales Price		\$258,291	\$291,440	+ 12.8%	\$257,299	\$283,008	+ 10.0%
Percent of List Price Received		98.1%	98.8%	+ 0.7%	98.0%	98.5%	+ 0.5%
Housing Affordability Index		132	126	- 4.5%	133	127	- 4.5%
Inventory of Homes for Sale		4,120	3,179	- 22.8%	—	—	—
Months Supply of Inventory		2.7	2.0	- 25.9%	—	—	—

Inventory Trends March 2020



	2004	2015	2016	2017	2018	2019	2020	Distressed
Jan	4856	5803	5095	3777	3855	4329	3150	43
Feb	4750	5857	5078	3765	3922	4196	3059	43
Mar	4668	5721	4820	3721	4140	3989	3330	54
Apr	4505	5487	4525	3773	3700	3798		
May	4307	5250	4408	3589	3601	3598		55
Jun	4123	4992	4175	3624	3593	3538		57
Jul	3926	4803	3936	3602	3536	3388		52
Aug	3927	4758	3919	3500	3627	3381		51
Sep	3976	4909	3996	3587	3918	3493		47
Oct	3838	5043	4103	3689	3988	3687		43
Nov	3633	5096	4067	3611	4046	3571		48
Dec	3383	4888	3752	3557	3982	3245		58

*Beginning January 2016, inventory market area has been adjusted to include the entire MLSSAZ Service Area including Coshise, Graham, and Greenlee counties.



Multiple Listing Service of Southern Arizona

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STRATEGIC FRAMEWORK And 2019-2023 Strategic Plan

Updated December 19, 2019



DRAFT MLSSAZ Strategic Framework

MLSSAZ Value Proposition

Mission

The Multiple Listing Service of Southern Arizona is the central source for comprehensive, accurate and timely property and community data to facilitate efficient transactions and drive cooperation throughout the region.

Commitment to Quality

In pursuing its mission, MLSSAZ commits to deliver a quality product and user experience as defined by:

Flexibility: proactive response to changing industry trends and subscriber needs – an MLS that provides value for *the way business is being done*

Service: knowledgeable, professional and prompt customer service across multiple channels

Efficiency: tools and resources that drive efficiency in business practice and enhanced productivity

Connection: a comprehensive ‘hub’ that connects subscribers seamlessly with the data, resources and people needed throughout the real estate transaction

Continuous Improvement: regular evaluation to improve MLS efficiency and data integrity

Communication: regular, open, two-way communication and feedback loop, providing subscribers with a voice to inform MLS decision-making

MLSSAZ Vision Statement

The Multiple Listing Service of Southern Arizona will be the real estate professional’s preferred source to meet the needs of consumers for comprehensive, accurate information and connection to resources.

MLSSAZ Long-term Goals

MLSSAZ Programs, Products and Services

1. To be a hub of data, resources and connections to service providers that continue to evolve to meet the changing needs and expectations of participants, subscribers and consumers.
2. To provide access to MLSSAZ tools, training and support whenever, wherever and however participants prefer.

Data Quality and Technology

3. To provide the most comprehensive and accurate data on the region's real estate marketplace and all forms of real property.
4. To provide an unparalleled user experience through the continued application of advances in technology.

Marketing, Communication and Outreach

5. To be recognized and respected as the trusted source for real estate information in all markets within the region.
6. To commit to continuous improvement through open, two-way communication and engagement.

MLSSAZ Organizational Development and Sustainability

7. To be an efficient and progressive organization with active, committed leadership, the staff and financial resources, and the technology and structure required to fulfill MLSSAZ goals and priorities.

◆

2019-2023 MLSSAZ Strategic Plan

MLSSAZ PROGRAMS, PRODUCTS AND SERVICES

Issue: Continued Product Development ('Hub' concept)

Objective: Connect subscribers seamlessly to the programs, products and services they need to successfully serve clients, as those needs change.

2020 Objective as determined by Executive Committee and Board: Retain outside expertise to help identify technology for a 'plug-and-play' platform

2021 Milestones: By 2021 . . .

- MLSSAZ has evaluated, based on needs, options for applications and has implemented the top three.
- A 'hub' plug-and-play infrastructure has been created.

Issue: Training and Technical Support

Objective: Enhance the accessibility of MLSSAZ training and support.

2019 Objective=Complete: Market Stats training created and implemented. See Attachments for more details.

2020 Objective: Identify training needs Q1

2021 Milestones: By 2021 . . .

- Round-the-clock 'how-to' information and technical support is available to members through multiple channels.

Issue: Robust Market Reports

Objective: Produce a suite of market reports that enhance subscriber professionalism in serving clients and facilitate sound decision-making.

2019 Objective=Complete. Replacement Statistics program researched tested and implemented.

2020 Objectives: Surveying brokers about the need for a "showing service". 12/19. Implementing an association specific container in Gateway Dashboard. 2/20 Process of retiring ActiveKEY and fully implementing eKEY. In Process

2021 Milestones: By 2021 . . .

- A reporting system, together with on-demand training, is in place to meet the needs of changing market conditions.

DATA QUALITY AND TECHNOLOGY

Issue: Application of Advanced Technology

Objective: Stay on the cutting-edge of technological advancement to remain an essential tool that supports the way subscribers are doing business.

2019 Objective=In Process. FlexMLS contract was extended for 36 months.

2020 Objective=In Process. FlexMLS will partner with MLSSAZ to conduct research, surveys, usability studies and focus groups.

2021 Milestones: *By 2021 . . .*

- MLSSAZ has a robust mobile presence for agent use with multiple integrations.

Issue: Regional Integration and Quality of Data

Objective: Demonstrate the value of MLSSAZ to non-users as the most comprehensive, accurate and timely data platform in the region.

2019 Objective=Complete. Converted and imported historical information from the Green Valley/Sahuarita into the MLSSAZ database. 05/19 Converted and imported historical information from the Santa Cruz County into MLSSAZ database. 07/19.

2021 Milestones: *By 2021 . . .*

- MLSSAZ will have explored and pursued potential expansion in the region and beyond.

Issue: Data Expansion

Objective: Become the single source for subscribers to address all essential property and related data.

2021 Milestones: *By 2021 . . .*

- A commercial information exchange will be operational.
- MLSSAZ will be integrated into traditional property management platforms.

MARKETING, COMMUNICATION AND OUTREACH

Issue: Subscriber Customer Service

Objective: Put systems in place so that all subscribers receive excellent customer service and have regular opportunities to express needs and engage in MLSSAZ
2019 Objectives=Complete. Gateway is utilized for Breaking news and important information.

2020 Objectives: Implement hotline Q1. Develop recurring newsletter for non-emergency information. Q1

2021 Milestones: By 2021 . . .

- Information on the MLS is being consistently delivered to all subscribers, regardless of association affiliation.
- All members have an opportunity on a regular basis to express needs, provide feedback, etc.
- All subscribers are met with consistent, prompt, professional response whenever and however they interact with MLSSAZ.
- Subscribers experience ease of use and immediate access on an interactive, responsive platform.

Issue: Communication of the MLSSAZ Value Proposition/Brand

Objective: Raise awareness and recognition by subscribers and consumers of MLSSAZ as the preferred source for property data in the region.

2019 Objective=Complete. MLSSAZ hosted a Participants Meeting at the GVSAR conference center.05/19

2020 Objective In Process. MLSSAZ is creating a membership website. This will be created in conjunction with the new TAR website. Address with new Communications Director.

2021 Milestones: By 2021 . . .

- MLSSAZ is branded as the originating, most credible source for accurate, comprehensive and timely property data.

Issue: Embracing the Range of Needs within the MLSSAZ Reach (2 votes)

Objective: Better reflect the range of needs of subscribers and markets within MLSSAZ data and services.

2019 Objective=Complete. Profile Sheets updated to include dining and breakfast areas, conventional pool.08/19

2020 Objective=In Process. Profile Sheets in the process of being reviewed for address concerns, frustration with Lane/Lot and Rental fields.

2021 Milestones: By 2021 . . .

- MLSSAZ will have evaluated the full range of subscriber data and service needs in the region and will have evolved to accommodate two top priority needs (such as reports for different types of buyers, and definitions and search options for property types).

MLSSAZ ORGANIZATIONAL DEVELOPMENT AND SUSTAINABILITY

Issue: MLSSAZ Business Model (2 votes)

Objective: Adopt an MLSSAZ business model that supports the most efficient and profitable operation possible.

2019 Objectives=Complete. Staff reviewed data and cleaned up of RAMCO

Membership System. Completed 07/19. Staff reviewed accounting procedures and implemented improvements of RAMCO Membership System. 09/19. Staff set up and implemented an automated transmittal of data from the RAMCO Membership System to the Supra/FlexMLS systems. 9/2019. MLSSAZ hosted three strategic planning sessions. Goals and Strategic Priorities were created. 02/19. New methods of communication were utilized for the 2019/2020 billing cycle. These include newsletter/updates, emails, message boards, direct broker messages, and login intercept messages. 11/19. Updated MLSSAZ Policy statements for consistency with the MLS By-laws and rules and regulations.

2021 Milestones: *By 2021 . . .*

- MLSSAZ will have evaluated and evolved to a business model that better supports the future needs and value proposition of the MLS

Issue: Expansion of Scope/Growth Strategy (8 votes)

Objective: Expand the reach of the MLS to provide value for all critical segments of the real estate marketplace.

2020 Goal as determined by BOD and Executive Committee. Develop protocol and procedures for evaluation. Develop standards.

2021 Milestones: *By 2021 . . .*

- MLSSAZ will have defined new strategic categories for expansion.

Issue: MLSSAZ Leadership and Governance (5 votes)

Objective: Develop a system and structure to ensure continuous engagement of subscribers from all parts of the region, and development of competent, progressive leaders for MLSSAZ.

2019 Objectives=Complete. Addition of Board voting representation by regional associations. 1/19. Developed Board and staff communication protocol, 11/19. Held annual elections for 2020 BOD

2021 Milestones: *By 2021 . . .*

- Pathways to leadership have been defined.
- The MLS governance structure has evolved to represent diverse constituents and the leadership competencies needed to achieve MLSSAZ goals.

Issue: MLSSAZ Resource Capacity (12 votes)

Objective: Ensure that the resources are available to regularly invest in the programs and technology that will position MLSSAZ as a progressive, preferred platform for property data and services.

2019 Objective=Complete. Established strongest financial reserves in recent history, 11/19. Reviewed and adjusted Cooperative Agreement with Shareholder for cleaner numbers monthly, on-going. Established daily financial operations to minimize risk and

provide efficiencies at reduced cost, 5/19 Achieved “clean” audit for 2018. Hired first ever MLSSAZ Legal Counsel

2021 Milestones: *By 2021 . . .*

- MLSSAZ will have a clear understanding of the long-term resources needed and will have pursued both traditional and non-traditional options to build capacity.
-

Classes

Feb. 2020 - 7 training days
less - 2 PTO, 3 CCIM, 2
Professional Development

Year 2020	January	# of Classes	Attend.	February	Classes	Attend	March	Classes	Attend
Class One	Fundamentals	4	40		2	15		2	6
Class Two	Searching	3	30		2	12		0	0
Class Three	CMA	2	22		4	34		0	0
Tips and Tricks		1	11		1	8		1	9
MarketStats		3	19		2	8		2	12
RPR		1	7		0			0	
Private Coaching									
Business Hours 1-1			16			15			6
Before or After Hours 1-1			2			2			1
Brokerage Private Classes		0			Omni in 1 Lab			1 Long	
Total Class and PC Attendance		14	147		12	94			28
Video Views			314			249			406
Training connections MLSSAZ			461			340			428

Multiple Listing Service of Southern Arizona
Balance Sheet
As of March 31, 2020

	3/31/2020	3/31/2019
ASSETS		
Current Assets		
Bank Accounts		
1000 Wells Fargo Operating 0242	1,051,690	396,872
5048 Morgan Stanley Investments	910,536	990,037
Total Bank Accounts	1,962,226	1,386,910
Other Current Assets		
5000 A/R Ramco	2,326	5,239
5001 Cash Receipts	7	
5002 Check Receipts		(12)
5003 Credit Card Receipts	1,282	2,693
Total 5000 A/R Ramco	4,285	7,921
5110 Federal Corp Tax Deposit	43,468	
5390 Retail Store Inventory	2,423	8,467
5395 SUPRA Inventory	64,056	119,427
5605 Prepaid Expenses	5,242	
Total Other Current Assets	119,473	135,815
Total Current Assets	2,081,699	1,522,724
Other Assets		
5610 Intercompany TAR -0234	(37,075)	35,772
6015 Intercompany Charitable Foundation -0259		180
6316 Due to PSF (RAPAC)	(7,830)	
Total Other Assets	(44,905)	35,952
TOTAL ASSETS	2,036,794	1,558,676
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
6000 Accounts Payable	51,190	58,433
Total Accounts Payable	51,190	58,433
Other Current Liabilities		
6100 Current Sales Tax Collected	655	480
6200 Accrued Expenses	4,650	
6265 Taxes Payable	(178,463)	15,967
6300 Deferred Revenues		
6310 Deferred Agent Fee Income		
6310-1 Deferred Agent Fee 2018-2019		442,090
6310-2 Deferred Agent Fee 2019-2020	516,906	
Total 6310 Deferred Agent Fee Income	516,906	442,090
6311 Deferred Sec/PA Fee Income		

Multiple Listing Service of Southern Arizona
Balance Sheet
As of March 31, 2020

	3/31/2020	3/31/2019
6311-1 Deferred Sec/PA Fee 2018-2019		8,979
6311-2 Deferred Sec/PA Fee 2019-2020	9,665	
Total 6311 Deferred Sec/PA Fee Income	9,665	8,979
6315 Deferred SUPRA Admin Fees	25,529	(28,187)
Total 6300 Deferred Revenues	552,100	422,883
Total Other Current Liabilities	378,943	439,330
Total Current Liabilities	430,132	497,763
Total Liabilities	430,132	497,763
Equity		
30000 Opening Balance Equity	647,500	
32000 Retained Earnings	(17,263)	(136,605)
6500 Capital Stock; No Par	11,561	11,561
6510 Paid in Capital	39,876	39,876
6520 Dividends	(239,546)	(184,546)
6538 Designated Net Assets	1,094,781	1,094,781
Net Income	69,752	235,846
Total Equity	1,606,662	1,060,913
TOTAL LIABILITIES AND EQUITY	2,036,794	1,558,676

Multiple Listing Service of Southern Arizona
Budget vs. Actuals
January - March, 2020

	Mar 2020				Total				Annual	
	Actual	Budget	over Budget	% of Budget	Actual	Budget	over Budget	Budget	% of Budget	
Income										
700001 Relist Fee Income	60	1,250	(1,190)	4.8%	60	3,750	(3,690)	15,000	0.4%	
700501 Agent Fees	172,221	157,083	15,138	109.6%	509,677	471,250	38,427	1,885,000	27.0%	
701501 Late Fees	150	2,917	(2,767)	5.1%	1,050	8,750	(7,700)	35,000	3.0%	
702001 Office Initiation Fees	5,000	2,396	2,604	208.7%	9,500	7,187	2,313	28,750	33.0%	
702501 Agent Application Fees	13,200	12,500	700	105.6%	38,550	37,500	1,050	150,000	25.7%	
703001 Secretary/Personal Asst Fees	3,222	2,917	305	110.5%	9,172	8,750	422	35,000	26.2%	
703201 Non-Member Fees		1,438	(1,438)			4,313	(4,313)	17,250		
706802 Advertising Income(1)		250	(250)			750	(750)	3,000		
707004 MLS Fines		42	(42)			125	(125)	500		
726002 Revenue Agreements Income		750	(750)		1,536	2,250	(714)	9,000	17.1%	
735003 Retail Store Income	1,988	3,500	(1,512)	56.8%	9,222	10,500	(1,278)	42,000	22.0%	
737103 IBox Income	5,720	5,500	220	104.0%	19,140	16,500	2,640	66,000	29.0%	
737503 Administration IBox & Card		250	(250)			750	(750)	3,000		
737801 SUPRA Administration Fee	31,472	15,900	15,572	197.9%	95,310	47,700	47,610	190,800	50.0%	
Total Income	233,033	206,692	26,341	112.7%	693,217	620,075	73,142	2,480,300	27.9%	
Cost of Goods Sold										
755005 Retail Store Cost of Sales	1,424	2,500	(1,076)	56.9%	6,849	7,500	(651)	30,000	22.8%	
864005 IBox Expense	4,290	4,583	(293)	93.6%	14,355	13,750	605	55,000	26.1%	
Total Cost of Goods Sold	5,714	7,083	(1,370)	80.7%	21,204	21,250	(46)	85,000	24.9%	
Gross Profit	227,319	199,608	27,711	113.9%	672,013	598,825	73,188	2,395,300	28.1%	
Expenses										
807007 Staff Memberships	585	533	52	109.7%	1,699	1,600	99	6,400	26.6%	
807505 Committee Meals & Entertainment	174	33	140	520.8%	346	100	246	400	86.6%	
817508 Credit Card Service Charges	850	3,750	(2,900)	22.7%	2,729	11,250	(8,521)	45,000	6.1%	
818807 MLS Staff Travel	203	4,167	(3,964)	4.9%	4,775	12,500	(7,725)	50,000	9.6%	
831006 MLS Comp User Paymts	38,031	37,375	656	101.8%	113,591	112,125	1,466	448,500	25.3%	
833006 Public Records Data	15,129	15,191	(62)	99.6%	45,175	45,573	(398)	182,292	24.8%	
835806 Clarity Security Systems	11,178	10,561	617	105.8%	33,273	31,683	1,590	126,732	26.3%	
836006 Showing Time/Statistics Program	4,650	5,850	(1,200)	79.5%	13,950	17,550	(3,600)	70,200	19.9%	
836506 Current Software Improvements	608	833	(226)	72.9%	664	2,500	(1,836)	10,000	6.6%	
837006 Web Site Redesign		1,667	(1,667)			5,000	(5,000)	20,000		
844008 Legal Expense	1,445	1,167	278	123.8%	6,957	3,500	3,457	14,000	49.7%	
844608 Bank Fees	710	667	44	106.6%	2,105	2,000	105	8,000	26.3%	
846508 Accounting Expense(1)		2,103	(2,103)			6,310	(6,310)	25,240		
856510 MLS Business Planning		750	(750)		1,563	2,250	(687)	9,000	17.4%	
880011 Community Donations (RAPAC)		833	(833)			2,500	(2,500)	10,000		
885011 Misc Expense		167	(167)		3,998	500	3,498	2,000	199.9%	
886009 GV Service Center Expense	3,430	3,430		100.0%	10,290	10,290		41,160	25.0%	
886109 GV Supra Disbursement	3,810	1,405	2,405	271.2%	7,418	4,215	3,203	16,860	44.0%	
887009 SC Service Center Expense	2,350	2,350		100.0%	7,050	7,050		28,200	25.0%	
887109 SC Supra Disbursement	1,214	520	694	233.4%	2,428	1,560	868	6,240	38.9%	
900209 TAR Cooperative Agreement	75,994	83,333	(7,340)	91.2%	204,439	250,000	(45,561)	1,000,000	20.4%	
901010 Regionalization Expenses(1)		2,083	(2,083)			6,250	(6,250)	25,000		
901410 Phone App Development		2,083	(2,083)			6,250	(6,250)	25,000		
901610 Broker/Participant Meetings		333	(333)			1,000	(1,000)	4,000		
901810 MLSSpecific Marketing		417	(417)			1,250	(1,250)	5,000		
BOD Travel		1,383	(1,383)			4,150	(4,150)	16,600		
Total Expenses	160,360	182,985	(22,625)	87.6%	462,451	549,956	(86,505)	2,195,824	21.1%	
Net Operating Income	66,959	16,623	50,336	402.8%	209,563	49,869	159,694	199,476	105.1%	
Other Income										
740004 Operating Interest Income	1,346		1,346		2,349		2,349		#DIV/0!	
744504 Unrealized Gain/(Loss) on Inve	(98,890)	2,000	(100,890)	-4944.5%	(142,160)	6,000	(148,160)	24,000	-592.3%	
Total Other Income	(97,544)	2,000	(99,544)	-4877.2%	(139,810)	6,000	(145,810)	24,000	-582.5%	
Other Expenses										
900008 Income Tax Expense(1)		5,833	(5,833)			17,500	(17,500)	70,000		
Total Other Expenses		5,833	(5,833)			17,500	(17,500)	70,000		
Net Other Income	(97,544)	(3,833)	(93,711)	2544.6%	(139,810)	(11,500)	(128,310)	(46,000)	303.9%	
Net Income	(30,585)	12,790	(43,375)	-239.1%	69,752	38,369	31,383	153,476	45.4%	

**Multiple Listing Service of Southern Arizona
Equity and Reserve**

	Net Income YTD	Equity	Current Assets	Due to/from	Current Liabilities	Cash Reserve	Annual Operating Expenses net for MLS user fee	Month of Reserve	6-months	Excess
12/31/2017	182,663	634,631	1,601,942	27,106	994,417	634,631	1,494,097	5.1	747,049	(112,417)
12/31/2018	374,982	825,067	1,868,909	(15,564)	1,028,458	824,887	1,538,777	6.4	769,389	55,499
12/31/2019	766,843	1,536,910	2,446,904	77,949	980,112	1,544,740	1,747,324	10.6	873,662	671,078
1/31/2020	67,892	1,604,802	2,349,587	9,241	746,196	1,612,632	1,747,324	11.1	873,662	738,970
2/29/2020	100,337	1,637,247	2,246,834	(35,222)	566,535	1,645,077	1,747,324	11.3	873,662	771,415
3/31/2020	69,752	1,606,662	2,081,699	(37,075)	430,132	1,614,492	1,747,324	11.1	873,662	740,830

	Approved Budget	Total Forecast 1	Total Forecast 2	Total Forecast 3
Income				
700001 Relist Fee Income	15,000	12,500	12,500	9,610
700501 Agent Fees	1,885,000	1,829,744	1,672,661	1,805,800
701501 Late Fees	35,000	30,070	30,070	27,303
702001 Office Initiation Fees	28,750	28,460	28,460	31,064
702501 Agent Application Fees	150,000	150,350	150,350	139,050
703001 Secretary/Personal Asst Fees	35,000	35,121	35,121	32,592
703201 Non-Member Fees	17,250	14,380	14,380	10,066
706802 Advertising Income(1)	3,000	2,500	2,500	1,750
707004 MLS Fines	500	420	420	844
726002 Revenue Agreements Income	9,000	9,036	9,036	8,286
735003 Retail Store Income	42,000	42,234	42,234	38,722
737103 IBox Income	66,000	68,420	68,420	68,640
737503 Administration IBox & Card	3,000	2,500	2,500	1,750
737801 SUPRA Administration Fee	190,800	222,838	222,838	283,710
Total Income	2,480,300	2,448,573	2,291,490	2,459,187
Cost of Goods Sold		0	0	0
755005 Retail Store Cost of Sales	30,000	30,425	30,425	26,749
864005 IBox Expense	55,000	55,895	55,895	55,602
Total Cost of Goods Sold	85,000	86,320	86,320	82,351
Gross Profit	2,395,300	2,362,253	2,205,170	2,376,835
Expenses		0	0	0
805507 Dues & Memberships	0	0	0	0
807007 Staff Memberships	6,400	6,444	6,444	6,496
807505 Committee Meals & Entertainment	400	503	503	578
817508 Credit Card Service Charges	45,000	39,378	39,378	30,578
818807 MLS Staff Travel	50,000	46,242	46,242	29,777
831006 MLS Comp User Paymtns	448,500	449,311	449,311	449,967
833006 Public Records Data	182,292	181,955	181,955	181,893
835806 Clarity Security Systems	126,732	127,706	127,706	128,323
836006 Showing Time/Statistics Program	70,200	67,800	67,800	63,000
836506 Current Software Improvements	10,000	8,386	8,386	8,161
837006 Web Site Redesign	20,000	16,670	16,670	15,003
844008 Legal Expense	14,000	17,183	17,183	17,461
844608 Bank Fees	8,000	8,065	8,065	8,108
846508 Accounting Expense(1)	25,240	21,030	21,030	18,927
856510 MLS Business Planning	9,000	9,063	9,063	8,813
880011 Community Donations (RAPAC)	10,000	8,330	8,330	20,000
885011 Misc Expense	2,000	5,668	5,668	5,501
886009 GV Service Center Expense	41,160	41,160	41,160	41,160
886109 GV Supra Disbursement	16,860	17,658	17,658	20,063
887009 SC Service Center Expense	28,200	28,200	28,200	28,200
887109 SC Supra Disbursement	26 6,240	6,414	6,414	7,108

900209 TAR Cooperative Agreement	1,000,000	961,776	961,776	927,771
901010 Regionalization Expenses(1)	25,000	20,830	20,830	12,498
901410 Phone App Development	25,000	20,830	20,830	12,498
901610 Broker/Participant Meetings	4,000	3,330	3,330	2,331
901810 MLSSpecific Marketing	5,000	4,170	4,170	3,336
BOD Travel	16,600	13,830	13,830	9,681
Total Expenses	2,195,824	2,131,931	2,131,931	2,057,231
Net Operating Income	199,476	230,322	73,239	319,605
Other Income		0	0	0
740004 Operating Interest Income	0	1,003	1,003	2,349
744504 Unrealized Gain/(Loss) on Inve	24,000	(23,269)	(23,269)	(124,159)
Total Other Income	24,000	(22,266)	(22,266)	(121,810)
Other Expenses		0	0	0
900008 Income Tax Expense(1)	70,000	58,333	58,333	52,500
Total Other Expenses	70,000	58,333	58,333	52,500
Net Other Income	(46,000)	(80,600)	(80,600)	(174,310)
Net Income	153,476	149,722	(7,361)	145,295

**Multiple Listing Service of Southern Arizona
Forecast**

January - December 2020

	Budgeted Amount	Drop %	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Total	Approved	
			Actual	Actual	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
Income																	
700001 Reelist Fee Income	1250				1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	12,500	15,000	(2,500)
700501 Agent Fees	157083	15%	167,504	169,952	133,521	133,521	133,521	133,521	133,521	133,521	133,521	133,521	133,521	133,521	1,672,661	1,885,000	(212,339)
701501 Late Fees	2917		675	225	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	30,070	35,000	(4,930)
702001 Office Initiation Fees	2396		2,500	2,000	2,396	2,396	2,396	2,396	2,396	2,396	2,396	2,396	2,396	2,396	28,460	28,750	(290)
702501 Agent Application Fees	12500		14,700	10,650	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	150,350	150,000	350
703001 Secretary/Personal Asst Fees	2917		2,957	2,994	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	35,121	35,000	121
703201 Non-Member Fees	1438				1,438	1,438	1,438	1,438	1,438	1,438	1,438	1,438	1,438	1,438	14,380	17,250	(2,870)
706802 Advertising Income(1)	250				250	250	250	250	250	250	250	250	250	250	2,500	3,000	(500)
707004 MLS Fines	42				42	42	42	42	42	42	42	42	42	42	420	500	(80)
726002 Revenue Agreements Income	750		884	652	750	750	750	750	750	750	750	750	750	750	9,036	9,000	36
735003 Retail Store Income	3500		3,553	3,680	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	42,234	42,000	234
737103 IBox Income	5500		8,140	5,280	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	68,420	66,000	2,420
737503 Administration IBox & Card	250				250	250	250	250	250	250	250	250	250	250	2,500	3,000	(500)
737801 SUPRA Administration Fee	15900		31,984	31,854	15,900	15,900	15,900	15,900	15,900	15,900	15,900	15,900	15,900	15,900	222,838	190,800	32,038
Total Income			232,897	227,287	183,131	183,131	183,131	183,131	183,131	183,131	183,131	183,131	183,131	183,131	2,291,490	2,480,300	(188,810)
Cost of Goods Sold																	
755005 Retail Store Cost of Sales	2500		2,665	2,760	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,425	30,000	425
864005 IBox Expense	4583		6,105	3,960	4,583	4,583	4,583	4,583	4,583	4,583	4,583	4,583	4,583	4,583	55,895	55,000	895
Total Cost of Goods Sold			8,770	6,720	7,083	7,083	7,083	7,083	7,083	7,083	7,083	7,083	7,083	7,083	86,320	85,000	1,320
Gross Profit			224,127	220,567	176,048	176,048	176,048	176,048	176,048	176,048	176,048	176,048	176,048	176,048	2,205,170	2,395,300	(190,130)
Expenses																	
805507 Dues & Memberships																	
807007 Staff Memberships	533		529	585	533	533	533	533	533	533	533	533	533	533	6,444	6,400	44
807505 Committee Meals & Entertainment	33			173	33	33	33	33	33	33	33	33	33	33	503	400	103
817508 Credit Card Service Charges	3750		1,112	766	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	39,378	45,000	(5,622)
818807 MLS Staff Travel	4167			4,572	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	46,242	50,000	(3,758)
831006 MLS Comp User Paymts	37375		37,714	37,847	37,375	37,375	37,375	37,375	37,375	37,375	37,375	37,375	37,375	37,375	449,311	448,500	811
833006 Public Records Data	15191		14,916	15,129	15,191	15,191	15,191	15,191	15,191	15,191	15,191	15,191	15,191	15,191	181,955	182,292	(337)
835806 Clarity Security Systems	10561		11,161	10,934	10,561	10,561	10,561	10,561	10,561	10,561	10,561	10,561	10,561	10,561	127,706	126,732	974
836006 Showing Time/Statistics Program	5850		4,650	4,650	5,850	5,850	5,850	5,850	5,850	5,850	5,850	5,850	5,850	5,850	67,800	70,200	(2,400)
836506 Current Software Improvements	833			56	833	833	833	833	833	833	833	833	833	833	8,386	10,000	(1,614)
837006 Web Site Redesign	1667				1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	16,670	20,000	(3,330)
844008 Legal Expense	1167		2,268	3,245	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	17,183	14,000	3,183
844608 Bank Fees	667			719	667	667	667	667	667	667	667	667	667	667	8,065	8,000	65
846508 Accounting Expense(1)	2103				2,103	2,103	2,103	2,103	2,103	2,103	2,103	2,103	2,103	2,103	21,030	25,240	(4,210)
856510 MLS Business Planning	750			1,563	750	750	750	750	750	750	750	750	750	750	9,063	9,000	63
880011 Community Donations (RAPAC)	833				833	833	833	833	833	833	833	833	833	833	8,330	10,000	(1,670)
885011 Misc Expense	167		3,998		167	167	167	167	167	167	167	167	167	167	5,668	2,000	3,668
886009 GV Service Center Expense	3430		3,430	3,430	3,430	3,430	3,430	3,430	3,430	3,430	3,430	3,430	3,430	3,430	41,160	41,160	
886109 GV Supra Disbursement	1405		3,608		1,405	1,405	1,405	1,405	1,405	1,405	1,405	1,405	1,405	1,405	17,658	16,860	798
887009 SC Service Center Expense	2350		2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350	28,200	28,200	
887109 SC Supra Disbursement	520		1,214		520	520	520	520	520	520	520	520	520	520	6,414	6,240	174
900209 TAR Cooperative Agreement	83333		63,505	64,941	83,333	83,333	83,333	83,333	83,333	83,333	83,333	83,333	83,333	83,333	961,776	1,000,000	(38,224)
901010 Regionalization Expenses(1)	2083				2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	20,830	25,000	(4,170)
901410 Phone App Development	2083				2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	20,830	25,000	(4,170)
901610 Broker/Participant Meetings	333				333	333	333	333	333	333	333	333	333	333	3,330	4,000	(670)
901810 MLSSpecific Marketing	417				417	417	417	417	417	417	417	417	417	417	4,170	5,000	(830)
BOD Travel	1383				1,383	1,383	1,383	1,383	1,383	1,383	1,383	1,383	1,383	1,383	13,830	16,600	(2,770)
Total Expenses			151,231	150,860	182,984	182,984	182,984	182,984	182,984	182,984	182,984	182,984	182,984	182,984	2,131,931	2,195,824	(63,893)
Net Operating Income			72,896	69,707	(6,936)	(6,936)	(6,936)	(6,936)	(6,936)	(6,936)	(6,936)	(6,936)	(6,936)	(6,936)	73,239	199,476	(126,237)
Other Income																	
740004 Operating Interest Income				134	869										1,003		1,003
744504 Unrealized Gain/(Loss) on Inve			(5,139)	(38,131)	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	(23,269)	24,000	(47,269)
Total Other Income			(5,005)	(37,262)	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	(22,266)	24,000	(46,266)
Other Expenses																	
900008 Income Tax Expense(1)					5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	58,333	70,000	(11,667)
Total Other Expenses					5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	58,333	70,000	(11,667)
Net Other Income			(5,005)	(37,262)	(3,833)	(3,833)	(3,833)	(3,833)	(3,833)	(3,833)	(3,833)	(3,833)	(3,833)	(3,833)	(80,600)	(46,000)	(34,600)
Net Income			67,892	32,445	(10,770)	(10,770)	(10,770)	(10,770)	(10,770)	(10,770)	(10,770)	(10,770)	(10,770)	(10,770)	(7,361)	153,476	(160,837)

**Multiple Listing Service of Southern Arizona
Forecast**

January - December 2020

	Budgeted Amount	Drop %	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Total	Approved	
			Actual	Actual	Actual	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Budget
Income																	
700001 Relist Fee Income	1250				60	400	1,250	400	1,250	1,250	1,250	1,250	1,250	1,250	9,610	15,000	(5,390)
700501 Agent Fees	157083	15%	167,504	169,952	172,221	165,000	165,000	165,000	133,521	133,521	133,521	133,521	133,521	133,521	1,805,800	1,885,000	(79,200)
701501 Late Fees Spread Over 12 Mos	2917		675	225	150	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	27,303	35,000	(7,697)
702001 Office Initiation Fees	2396		2,500	2,000	5,000	2,396	2,396	2,396	2,396	2,396	2,396	2,396	2,396	2,396	31,064	28,750	2,314
702501 Agent Application Fees-43 App per M	12500		14,700	10,650	13,200	6,500	6,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	139,050	150,000	(10,950)
703001 Secretary/Personal Asst Fees	2917		2,957	2,994	3,222	1,500	1,500	2,917	2,917	2,917	2,917	2,917	2,917	2,917	32,592	35,000	(2,408)
703201 Non-Member Fees	1438							1,438	1,438	1,438	1,438	1,438	1,438	1,438	10,066	17,250	(7,184)
706802 Advertising Income(1)	250							250	250	250	250	250	250	250	1,750	3,000	(1,250)
707004 MLS Fines	42					500	50	42	42	42	42	42	42	42	844	500	344
726002 Revenue Agreements Income	750		884	652		750	750	750	750	750	750	750	750	750	8,286	9,000	(714)
735003 Retail Store Income	3500		3,553	3,680	1,988	2,500	2,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	38,722	42,000	(3,278)
737103 Ibox Sales Income	5500		8,140	5,280	5,720	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	68,640	66,000	2,640
737503 Administration IBox & Card	250							250	250	250	250	250	250	250	1,750	3,000	(1,250)
737801 SUPRA Distribution	15900		31,984	31,854	31,472	31,000	31,000	31,000	15,900	15,900	15,900	15,900	15,900	15,900	283,710	190,800	92,910
Total Income			232,897	227,287	233,033	218,963	219,363	228,860	183,131	183,131	183,131	183,131	183,131	183,131	2,459,187	2,480,300	(21,113)
Cost of Goods Sold																	
755005 Retail Store Cost of Sales	2500		2,665	2,760	1,424	1,200	1,200	2,500	2,500	2,500	2,500	2,500	2,500	2,500	26,749	30,000	(3,251)
864005 IBox Expense	4583		6,105	3,960	4,290	4,583	4,583	4,583	4,583	4,583	4,583	4,583	4,583	4,583	55,602	55,000	602
Total Cost of Goods Sold			8,770	6,720	5,714	5,783	5,783	7,083	7,083	7,083	7,083	7,083	7,083	7,083	82,351	85,000	(2,649)
Gross Profit			224,127	220,567	227,319	213,180	213,580	221,777	176,048	176,048	176,048	176,048	176,048	176,048	2,376,835	2,395,300	(18,465)
Expenses																	
805507 Dues & Memberships																	
807007 Staff Memberships	533		529	585	585	533	533	533	533	533	533	533	533	533	6,496	6,400	96
807505 Committee Meals & Entertainment	33			173	174		33	33	33	33	33	33	33	33	578	400	178
817508 Credit Card Service Charges	3750		1,112	766	850	800	800	3,750	3,750	3,750	3,750	3,750	3,750	3,750	30,578	45,000	(14,422)
818807 MLS Staff Travel	4167			4,572	203			4,167	4,167	4,167	4,167	4,167	4,167	4,167	29,777	50,000	(20,223)
831006 MLS Comp User -FBS	37375		37,714	37,847	38,031	37,375	37,375	37,375	37,375	37,375	37,375	37,375	37,375	37,375	449,967	448,500	1,467
833006 Public Records Data	15191		14,916	15,129	15,129	15,191	15,191	15,191	15,191	15,191	15,191	15,191	15,191	15,191	181,893	182,292	(399)
835806 Clarity Security Systems	10561		11,161	10,934	11,178	10,561	10,561	10,561	10,561	10,561	10,561	10,561	10,561	10,561	128,323	126,732	1,591
836006 Statistics Program	5850		4,650	4,650	4,650	4,650	4,650	5,850	5,850	5,850	5,850	5,850	5,850	5,850	63,000	70,200	(7,200)
836506 Current Software Improvements	833			56	608	833	833	833	833	833	833	833	833	833	8,161	10,000	(1,839)
837006 Web Site Redesign	1667					1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	15,003	20,000	(4,997)
844008 Legal Expense	1167		2,268	3,245	1,445	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	17,461	14,000	3,461
844608 Bank Fees	667			719	676	710	667	667	667	667	667	667	667	667	8,108	8,000	108
846508 Accounting Expense(1)	2103					2,103	2,103	2,103	2,103	2,103	2,103	2,103	2,103	2,103	18,927	25,240	(6,313)
856510 MLS Business Planning	750			1,563		1,250	750	750	750	750	750	750	750	750	8,813	9,000	(187)
880011 Community Donations (RAPAC)	833					10,000				10,000					20,000	10,000	10,000
885011 Misc Expense	167		3,998			167	167	167	167	167	167	167	167	167	5,501	2,000	3,501
886009 GV Service Center Expense	3430		3,430	3,430	3,430	3,430	3,430	3,430	3,430	3,430	3,430	3,430	3,430	3,430	41,160	41,160	
886109 GV Supra Disbursement	1405		3,608		3,810	1,405	1,405	1,405	1,405	1,405	1,405	1,405	1,405	1,405	20,063	16,860	3,203
887009 SC Service Center Expense	2350		2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350	28,200	28,200	
887109 SC Supra Disbursement	520		1,214		1,214	520	520	520	520	520	520	520	520	520	7,108	6,240	868
900209 TAR Cooperative Agreement	83333		63,505	64,941	75,994	70,000	70,000	83,333	83,333	83,333	83,333	83,333	83,333	83,333	927,771	1,000,000	(72,229)
901010 Regionalization Expenses(1)	2083								2,083	2,083	2,083	2,083	2,083	2,083	12,498	25,000	(12,502)
901410 Phone App Development	2083								2,083	2,083	2,083	2,083	2,083	2,083	12,498	25,000	(12,502)
901610 Broker/Participant Meetings	333							333	333	333	333	333	333	333	2,331	4,000	(1,669)
901810 MLSSpecific Marketing	417						417	417	417	417	417	417	417	417	3,336	5,000	(1,664)
BOD Travel	1383							1,383	1,383	1,383	1,383	1,383	1,383	1,383	9,681	16,600	(6,919)
Total Expenses			151,231	150,860	160,361	164,669	154,586	172,618	182,151	182,151	182,151	182,151	182,151	182,151	2,057,231	2,195,824	(138,593)
Net Operating Income			72,896	69,707	66,958	48,511	58,994	49,159	(6,103)	(6,103)	(6,103)	(6,103)	(6,103)	(6,103)	319,605	199,476	120,129
Other Income																	
740004 Operating Interest Income			134	869	1,346										2,349		2,349
744504 Unrealized Gain/(Loss) on Inve			(5,139)	(38,131)	(98,890)	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	(124,159)	24,000	(148,159)
Total Other Income			(5,005)	(37,262)	(97,544)	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	(121,810)	24,000	(145,810)
Other Expenses																	
900008 Income Tax Expense(1)						5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	52,500	70,000	(17,500)
Total Other Expenses						5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	52,500	70,000	(17,500)
Net Other Income			(5,005)	(37,262)	(97,544)	(3,833)	(3,833)	(3,833)	(3,833)	(3,833)	(3,833)	(3,833)	(3,833)	(3,833)	(174,310)	(46,000)	(128,310)
Net Income			67,892	32,445	(30,586)	44,678	55,161	45,326	(9,937)	(9,937)	(19,937)	(9,937)	(9,937)	(9,937)	145,295	153,476	(8,181)

Listing Procedures

Section 1 - Listing Procedures Definitions:

Wherever the word “filed” is used herein shall refer to input in the Multiple Listing Service (MLS). Wherever the term “Listing Agreement” is used herein shall refer to the “Exclusive Right to sell” or exclusive agency agreements.

Mandatory Types:

Listings of the following types, located within the service area of MLSSAZ, taken by Participants on a “Listing Agreement” shall be delivered to the MLS, in the form of a “Profile Sheet,” or input directly into the MLS system within two (2) business days after all necessary signatures of the Sellers have been received by the listing Broker:

- a) Single Family Residence, Townhouse/Condominium, Manufactured or Mobile Home for sale or exchange;
- b) Vacant lots and acreage for sale or exchange.
- c) Two-Family, three-Family and Four-Family residential buildings for sale or exchange.

If the seller(s) requests that the input of the listing be delayed for any reason, a [Coming Soon/Exempt/Delayed Authorization Exempt/Delayed Input Listing](#) Form must be completed, signed, and submitted to the MLS within two (2) business days of its signing by seller(s). *Amended 3/2020* (M)

Non-Mandatory Types:

Listings outside the service area of MLSSAZ will be accepted by the MLS if submitted voluntarily. Such listings, if submitted, shall be subject to the rules and regulations of MLSSAZ. Non-Mandatory types include:

- a) [New Home Construction](#)
- b) Commercially zoned buildings for sale, lease, or exchange
- c) Commercially zoned buildings with business included for sale or exchange
- d) Farm and Ranch properties for sale or exchange
- e) Rental properties

Clear Cooperation

[Within one \(1\) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays \(including IDX and VOW\), digital communications marketing \(email blasts\), multi-brokerage listing sharing networks, and applications available to the general public. \(Adopted 11/19\) \(M\)](#)

[Note – Clear Cooperation applies to all Mandatory Types only.](#)

[If the seller refuses to permit the listing to be disseminated by the service, the participant may then take the listing \(office exclusive\) and such listing shall be filed with the service but not disseminated to the participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the service. Listing shall be filed with the MLS in accordance to Section 1.6 of these Rules and Regulations.](#)

Section 1.6 – Exempt/Delayed Listings:

A seller may elect to delay or not permit a listing to be disseminated by the MLS under the following conditions: If a seller elects to delay or refuses to permit the listing to be disseminated by the MLS, the Broker may then take the listing, but not enter the listing into the MLS. A [Coming Soon/Exempt/Delay Authorization](#) Form shall be submitted to the Service within two (2) business days after all necessary

signatures have been obtained by the broker and accompanied by a certification signed by the seller. The listing broker shall maintain the signed documents. (Amended 2/10)

Listings in the Exempt/Delayed status may not be marketed to the public unless in the status of Coming Soon per the requirements of the Clear Cooperation rules dictated in Section 1 of these Rules and Regulations.

A delayed listing that has **first** been submitted as Exempt/Delayed will show the listing date as the date the Exempt/Delayed status expires and the listing is to be made available to the MLS for publication to the membership.

Section 1.10 – Status Definitions

Active – Active properties with no offers or contingencies.

Online Offers Only - Used for any property where offers are submitted online, such as online auctions.

Active Contingent – An offer has been accepted but the seller is still permitting showing appointments and is accepting backup offers.

Pending Short Sale Approval – seller has accepted an offer and is awaiting short sale approval from the lender.

Signature Pending – Seller has verbally accepted an offer and is pending a signature(s).

Cancellation Provision – there is a provision to cancel the current offer with a replacement offer.

Pending – An offer has been accepted and the seller is not allowing showing appointments or backup offers.

Temp off Market – The seller has requested that the property be temporarily taken off market. Listing may be brought back on market without a new listing agreement.

Expired – Listing agreement has expired.

Canceled – Listing agreement has been canceled.

Closed – Property has been sold.

Coming Soon – The seller has signed a Listing Agreement and has authorized the listing broker to withhold the listing from public display within the MLS. Coming Soon listings are disseminated to other MLS Participants.

Section 1.27 – Coming Soon Listings

A Coming Soon listing is a listing taken by a Participant on a “Listing Agreement” that is, by direction of the Seller to be withheld from public dissemination within the MLS. ~~not available for showing or sale until a later date.~~ An Exempt/Delay Form/Coming Soon/Delayed/Exempt Authorization Form shall be executed by the seller and kept on file with the Listing Broker. Coming Soon Listings shall be entered into the MLS with the status of Coming Soon within two (2) business days and are subject to the conditions of the Clear Cooperation rules dictated in Section 1 of these Rules and Regulations.

1.27.1 – Coming Soon Timeframe

~~(Option 1) Listings may stay in the Coming Soon status for up to 14 calendar days from the commencement of the Listing Agreement. Seller may authorize Listing Broker to extend the Coming Soon status by an~~

~~additional seven (7) days with the execution of a new Exempt/Delay Form.~~ [SM1]

Listings may stay in the Coming Soon status for up to 21 calendar days from the commencement of the Listing Agreement.

Listings will automatically be placed in the Active status on the Listing Date go live date specified on the Exempt/Delayed Coming Soon/Exempt/Delayed Authorization Form. Listings ~~in any other status~~ may not revert to the Coming Soon status for any reason. A property may not be ~~canceled and~~ returned to the Coming Soon status unless it has been relisted with a different brokerage or unless it is off market for 30 days.

Seller may authorize an early entry in the MLS by executing the Coming Soon/Delayed Input Date Modification & Input Approval section of the Exempt/Delay Form Coming Soon/Delayed/Exempt Authorization Form.

Days on Market (DOM) start when the listing transitions to Active status.

1.27.2 – Showings on Coming Soon Listings

~~Subscribers shall not allow showings of the property including open houses, for any reason, while in the Coming Soon status. Potential buyers and agents, including other agents in the listing broker's office, cannot schedule showings of a Coming Soon listing through the seller or the listing broker and cannot be given access to physically view the property. The listing agent must change the listing to Active status if a showing will occur before the Listing Date.~~

Showings are allowed during the period of the Coming Soon Status at the direction of the Seller(s). Listing brokers shall provide showing procedures, instructions and restrictions within Showing Instruction field in the MLS.

1.27.3 – Coming Soon

Listings in the Coming Soon status will not be distributed through IDX/Broker Reciprocity and will not be included in any marketing or syndication feed from the MLS.

1.24 Property type Definitions

(j) New Construction: New Construction is defined as builder owned and not previously occupied.

Section 26 - Schedule of Fines for Violations

Clear Cooperation Policy Violation minimum amount \$500.00

Listing Procedures

Section 1 - Listing Procedures Definitions:

Wherever the word “filed” is used herein shall refer to input in the Multiple Listing Service (MLS). Wherever the term “Listing Agreement” is used herein shall refer to the “Exclusive Right to sell” or exclusive agency agreements.

Mandatory Types:

Listings of the following types, located within the service area of MLSSAZ, taken by Participants on a “Listing Agreement” shall be delivered to the MLS, in the form of a “Profile Sheet,” or input directly into the MLS system within two (2) business days after all necessary signatures of the Sellers have been received by the listing Broker:

- a) Single Family Residence, Townhouse/Condominium, Manufactured or Mobile Home for sale or exchange;
- b) Vacant lots and acreage for sale or exchange.
- c) Two-Family, three-Family and Four-Family residential buildings for sale or exchange.

If the seller(s) requests that the input of the listing be delayed for any reason, a Coming Soon/Exempt/Delayed Authorization Form must be completed, signed, and submitted to the MLS within two (2) business days of its signing by seller(s). *Amended 3/2020* **(M)**

Non-Mandatory Types:

Listings outside the service area of MLSSAZ will be accepted by the MLS if submitted voluntarily. Such listings, if submitted, shall be subject to the rules and regulations of MLSSAZ. Non-Mandatory types include:

- a) New Home Construction
- b) Commercially zoned buildings for sale, lease, or exchange
- c) Commercially zoned buildings with business included for sale or exchange
- d) Farm and Ranch properties for sale or exchange
- e) Rental properties

Clear Cooperation

Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. (Adopted 11/19) **(M)**

Note – Clear Cooperation applies to all Mandatory Types only.

If the seller refuses to permit the listing to be disseminated by the service, the participant may then take the listing (office exclusive) and such listing shall be filed with the service but not disseminated to the participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the service. Listing shall be filed with the MLS in accordance to Section 1.6 of these Rules and Regulations.

Section 1.6 – Exempt/Delayed Listings:

A seller may elect to delay or not permit a listing to be disseminated by the MLS under the following conditions: If a seller elects to delay or refuses to permit the listing to be disseminated by the MLS, the Broker may then take the listing, but not enter the listing into the MLS. A Coming Soon/Exempt/Delay Authorization Form shall be submitted to the Service within two (2) business days after all necessary

signatures have been obtained by the broker and accompanied by a certification signed by the seller. The listing broker shall maintain the signed documents. (Amended 2/10)

Listings in the Exempt/Delayed status may not be marketed to the public unless in the status of Coming Soon per the requirements of the Clear Cooperation rules dictated in Section 1 of these Rules and Regulations.

A delayed listing that has been submitted as Exempt/Delayed will show the listing date as the date the Exempt/Delayed status expires and the listing is to be made available to the MLS for publication to the membership.

Section 1.10 – Status Definitions

Active – Active properties with no offers or contingencies.

Online Offers Only - Used for any property where offers are submitted online, such as online auctions.

Active Contingent – An offer has been accepted but the seller is still permitting showing appointments and is accepting backup offers.

Pending Short Sale Approval – seller has accepted an offer and is awaiting short sale approval from the lender.

Signature Pending – Seller has verbally accepted an offer and is pending a signature(s).

Cancellation Provision – there is a provision to cancel the current offer with a replacement offer.

Pending – An offer has been accepted and the seller is not allowing showing appointments or backup offers.

Temp off Market – The seller has requested that the property be temporarily taken off market. Listing may be brought back on market without a new listing agreement.

Expired – Listing agreement has expired.

Canceled – Listing agreement has been canceled.

Closed – Property has been sold.

Coming Soon – The seller has signed a Listing Agreement and has authorized the listing broker to withhold the listing from public display within the MLS. Coming Soon listings are disseminated to other MLS Participants.

Section 1.27 – Coming Soon Listings

A Coming Soon listing is a listing taken by a Participant on a “Listing Agreement” that is, by direction of the Seller to be withheld from public dissemination within the MLS. A Coming Soon/Delayed/Exempt Authorization Form shall be executed by the seller and kept on file with the Listing Broker. Coming Soon Listings shall be entered into the MLS with the status of Coming Soon within two (2) business days and are subject to the conditions of the Clear Cooperation rules dictated in Section 1 of these Rules and Regulations.

1.27.1 – Coming Soon Timeframe

Listings may stay in the Coming Soon status for up to 21 calendar days from the commencement of the Listing Agreement.

Listings will automatically be placed in the Active status on the go live date specified on the Coming Soon/Exempt/Delayed Authorization Form. Listings may not revert to the Coming Soon status for any reason. A property may not be returned to the Coming Soon status unless it has been relisted with a different brokerage or unless it is off market for 30 days.

Seller may authorize an early entry in the MLS by executing the Coming Soon/Delayed Input Date Modification & Input Approval section of the Coming Soon/Delayed/Exempt Authorization Form.

Days on Market (DOM) start when the listing transitions to Active status.

1.27.2 – Showings on Coming Soon Listings

Showings are allowed during the period of the Coming Soon Status at the direction of the Seller(s). Listing brokers shall provide showing procedures, instructions and restrictions within Showing Instruction field in the MLS.

1.27.3 – Coming Soon

Listings in the Coming Soon status will not be distributed through IDX/Broker Reciprocity and will not be included in any marketing or syndication feed from the MLS.

1.24 Property type Definitions

(j) New Construction: New Construction is defined as builder owned and not previously occupied.

Section 26 - Schedule of Fines for Violations

Clear Cooperation Policy Violation minimum amount \$500.00



Coming Soon/Exempt/Delayed Authorization



MLS Rules and Regulations Section 1 requires the entry of listings in the MLS within 2 business days unless the seller authorizes an exempt/delayed entry with the submission of this form to the MLS within 2 business days. Coming Soon entry must be authorized by the seller.

* Listing Date in the MLS shall be the date the listing is authorized for entry in the MLS.

ADDRESS INFORMATION	
Tax Code _____ - _____ - _____	County _____
Address _____	City _____ State _____ Zip Code _____
Seller(s) Name: _____ / _____	
Listing Office Name: _____	Listing Office ID: _____
Listing Agent Name: _____	Listing Agent ID: _____

COMING SOON/EXEMPT/DELAYED SECTION	
SELECT ONE OPTION	

<input type="checkbox"/> Seller(s) elect to place the listing in the Coming Soon status _____ / _____	<p>The Coming Soon status indicates that the listing broker and the seller(s) are preparing the property for sale before marketing in Active status. There must be a valid listing agreement between the seller and the listing brokerage. Listings in Coming Soon status must have seller(s) authorization which is obtained using this form. Listings may stay in the Coming Soon status for up to 21 calendar days.</p> <p>Listing will automatically be made Active and available to the public on the date specified: _____ / _____ / _____.</p> <ul style="list-style-type: none"> • The listing will not be available to potential buyers through the MLS system, its automatic alerts to buyers, and exposure on broker/agent websites. • Listing broker may not promote or market the listing publicly in any manner unless in the status of Coming Soon. • If the property is not ready for Active status on the date specified, Listing Broker must put the listing in the Temporary Off Market status until the listing is ready to be placed in the Active status.
--	--

— OR —

<input type="checkbox"/> Seller(s) elect to Delay the listing from the MLS until the date specified _____ / _____	<p>Listing input into the MLS will be delayed until the date specified: _____ / _____ / _____. Seller acknowledges that Listing Broker or the seller are not permitted to market the listing to the public. Seller(s) fully understand the effects of not submitting the input of the above-listed property to the Service, which include, but are not limited to:</p> <ul style="list-style-type: none"> • The listing will not be available to the approximately 6200 Subscribers of the MLS across Southern Arizona and their potential buyers through the MLS system, its automatic alerts to buyers, and exposure on broker/agent websites. • The possibility of extended time on the market and potentially fewer offers to purchase as a result of its limited exposure. • Listing Broker or the Seller are not permitted to promote or market the listing to the public. • If Listing Broker or Seller promote or market the listing to the public, submission to the MLS will be required within one(1) business day.
--	--

— OR —

<input type="checkbox"/> Seller(s) elect to Exempt the listing from the MLS _____ / _____	<p>Seller(s) acknowledge that the listing will not be entered into the MLS at any time. Seller(s) acknowledges that Seller (s) fully understand the effects of not submitting the input of the above-listed property to the Service, which include, but are not limited to:</p> <ul style="list-style-type: none"> • The listing will not be available to the approximately 6200 Subscribers of the MLS across Southern Arizona and their potential buyers through the MLS system, its automatic alerts to buyers, and exposure on broker/agent websites. • The possibility of extended time on the market and potentially fewer offers to purchase as a result of its limited exposure. • MLS of Southern Arizona Rules and Regulations regarding the security, sign in, and use of a MLSSAZ lockbox, if placed on the property, do not apply. • Listing Broker nor the Seller are permitted to promote or market the listing to the public. • If Listing Broker or Seller promote or market the listing to the public, submission to the MLS will be required within one(1) business day.
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*Seller may authorize an early entry in the MLS by executing the Delayed Input/Coming Soon Date Modification & Input Approval section of this form.

** Seller may extend the Delayed Listing period with the execution of a new Exempt/Delayed/Coming Soon form. Coming Soon listings may not be extended.

SELLER ACKNOWLEDGEMENTS

The undersigned seller(s) fully understand the selected option and understand the marketing and promotion restrictions associated with the selected option. Seller acknowledges that marketing or showing the listing in an inconsistent manner than selected option will require full submission to the MLS in an Active status within one (1) business day by the listing broker. Listing Broker or Listing Agent may incur fines for marketing or showings that are inconsistent with the option selected.

Notwithstanding the foregoing, the undersigned does hereby exempt, approve the delayed submission, or authorize the Coming Soon status of the listing to the MLS and acknowledges that the MLS limit the publication and/or distribution information with respect to this property to the MLS Participants and Subscribers and the general public.

SIGNATURES

_____	_____
Print Seller Name	Print Seller Name
_____	_____
Seller Signature (MO/DA/YR)	Seller Signature (MO/DA/YR)
_____	_____
Listing Broker Name	Listing Agent Name
_____	_____
AUTHORIZED SIGNATURE (MO/DA/YR)	PRINT NAME

DELAYED INPUT/COMING SOON DATE MODIFICATION & INPUT APPROVAL

The above signed Seller(s) wish to cancel the Delayed/Coming Soon status of the property specified above and authorizes the listing for immediate input into the MLS.

_____	_____
Seller Signature (MO/DA/YR)	Seller Signature (MO/DA/YR)

File No. _____ Designated Broker or Designee Initials: _____ Date: _____

This form must be transmitted to MLS of Southern Arizona at info@mlssaz.com or by fax at (520) 322-6613

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Revised 03/2020

CONFIDENTIAL
V1.2-3/19/2020

LISTING AGREEMENT

(Exclusive Right to Sell)

THE PRE-PRINTED PORTIONS OF THIS LISTING AGREEMENT ("AGREEMENT") HAVE BEEN APPROVED BY THE ("MLS"). THIS IS A BINDING CONTRACT. FOR LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

1. PROPERTY

EXCLUSIVE RIGHT TO SELL: I/We ("Seller") hereby give the real estate company named on Line 343 ("Listing Broker") an exclusive and irrevocable right to sell the real estate described below together with all improvements, fixtures, personal property described herein, and appurtenances thereon or incidental thereto (collectively the "Premises"). The term "Listing Broker" shall include the licensed real estate agent(s) of the Listing Broker, if any, named on Line 341 ("Listing Agent").

TERM: This Agreement shall commence on ___/___/___ and shall expire at 11:59 P.M. Mountain Standard Time (Arizona) on ___/___/___ ("Term"). If prior to the expiration of the Term a purchase contract is entered into in writing between Seller and a Buyer, then this Listing Agreement shall be extended through the close of escrow or the termination of said purchase contract, whichever first occurs ("Extended Term").

SELLER REPRESENTATIONS: Seller represents to all licensed agents involved in the sale of the Premises, to MLS, and to the Buyer(s), and said parties have a right to rely upon: (i) Seller is the sole owner of the Premises; (ii) no other person(s) or entities' consent shall be required to provide marketable title to the Premises; (iii) Seller has the legal standing, capacity, and authority to offer and convey marketable title to the Premises; (iv) Seller is not currently a party to any other listing agreement for the sale of the Premises; and (v) the information provided in this Agreement is complete and accurate.

PREMISES: The Premises includes the following described real property:

Real Property Address: _____ **Assessor's #:** _____

City/Town/Municipality: _____ **County:** _____ **AZ, Zip Code:** _____

Legal Description: _____

Addenda Incorporated: Exempt Delayed Short Sale Other:

Fixtures and Personal Property: For purposes of this Agreement, fixtures shall mean property attached/affixed to the Premises. Seller agrees that all existing: fixtures on the Premises, personal property specified herein, and means to operate fixtures and property (i.e. - remote controls) shall convey in this sale. Including the following:

- | | | |
|--|---|---|
| 25 • built-in appliances | • light fixtures | • storage sheds |
| 26 • ceiling fans and remote controls | • mailbox | • storm windows and doors |
| 27 • central vacuum, hose, and attachments | • media antennas/satellite dishes (affixed) | • stoves: gas-log, pellet, wood-burning |
| 28 • draperies and other window coverings | • outdoor fountains and lighting | • timers (affixed) |
| 29 • fireplace equipment (affixed) | • outdoor landscaping (i.e. – shrubbery, trees and unpotted plants) | • towel, curtain and drapery rods |
| 30 • floor coverings (affixed) | • shutters and awnings | • wall mounted TV brackets and hardware (excluding TVs) |
| 31 • free-standing range/oven | • speakers (flush-mounted) | • water-misting systems |
| 32 • garage door openers and remote controls | • <u>Smart Home Devices</u> | • window and door screens, sun shades |

_____/_____
Seller/Seller



- 36 If owned by Seller, the following items also are included in this sale:
- 37 • affixed alternate power systems
 - 38 • serving the Premises (i.e. – solar)
 - 39 • in-ground pool and spa/hot tub
 - 40 • equipment and covers (including any mechanical or other cleaning systems)
 - security and/or fire systems and/or alarms
 - water purification systems
 - water softeners

41 **APPLIANCES AND ADDITIONAL EXISTING PERSONAL PROPERTY:** The Premises shall include the
 42 following

43 appliances which are presently located in or upon the Premises: Refrigerator Washer Dryer

44 Other _____

45 **Additional items of personal property included in sale:** _____

46 _____

47 **Personal property, fixtures and leased items NOT included in sale** _____

48 _____

2. TERMS AND COMPENSATION

49 **LISTED PRICE:** The Premises shall be offered for sale at \$ _____ (“Listed Price”).

50 **TERMS AND CONDITIONS:** The Premises shall be offered for sale pursuant to the provisions of this Listing
 51 Agreement, the Information Property Profile Sheet (“Property Profile Sheet”), and any addenda, data and other
 52 documentation incorporated into this Listing Agreement (collectively “Agreement”). Seller authorizes the Listing
 53 Broker to update and correct incidental information on the Property Profile Sheet as, in Listing Broker’s opinion,
 54 is necessary. This shall not include price changes, or an extension of this agreement, which must be made with
 55 Seller’s written authorization.

56 **MODIFICATIONS:** This Agreement may be modified at any time as agreed upon by Seller and Listing Broker in
 57 writing. The Status Report Form may constitute an addendum to this Agreement.

58 **COMPENSATION: COMPENSATION FOR THE SALE OF THE PREMISES IS NOT SET BY ANY REALTOR®**
 59 **ASSOCIATION OR ANY MULTIPLE LISTING SERVICE. THE COMPENSATION PAYABLE FOR THE SALE**
 60 **OF THE PREMISES IS NEGOTIATED BETWEEN THE LISTING BROKER AND THE SELLER.**

61 **NON-REFUNDABLE RETAINER FEE:** Listing Broker acknowledges receipt from Seller of a non-refundable
 62 retainer fee of \$ _____ for initial consultation and research (“Retainer Fee”) which shall be deemed
 63 earned upon receipt and which **Shall** **Shall Not** be credited against any other compensation owed by
 64 Seller to Listing Broker as provided on Lines 65 through 87.

65 **TOTAL COMPENSATION FOR SALE OF PREMISES:** Seller shall pay to Listing Broker _____ % of
 66 the gross sales price and or \$ _____ (“**Total Compensation**”).
 67 Seller acknowledges Listing Broker will cooperate with and share Compensation with Buyer’s Broker as follows:
 68 Listing Broker: _____ % of gross sales price or \$ _____
 69 Cooperating Broker: _____ % of gross sales price or \$ _____
 70 Total Compensation shall be paid upon the occurrence of any of the following events:

71 A. During the Term or Extended Term of this Agreement, Listing Broker, individually or in cooperation with
 72 a licensed Broker(s)/Agents (“Cooperating Broker”), produces a Buyer ready, willing, and able to
 73 purchase the Premises according to the terms and conditions of this Agreement or upon such other price
 74 and/or terms and conditions as subsequently agreed to by Seller; or

_____/_____
 Seller/Seller



- 75 B. During the Term or Extended Term of this Agreement, Seller sells/transfers/leases/options/auctions/
 76 encumbers/unilaterally terminates this Agreement or otherwise makes the title of the Premises
 77 unmarketable or in any manner makes the Premises unavailable to Listing Broker for sale; or
 78 C. **Within _____ days** after the expiration of the Term or Extended Term of this Agreement, Seller
 79 accepts an offer for the sale, lease with option to purchase, exchange, or otherwise conveys title to any
 80 person(s) (or an entity substantially owned by any such person(s)) introduced to the Premises during the
 81 Term or Extended Term of this Agreement by any source whatsoever, unless the Premises has first
 82 been re-listed for sale with another broker on an exclusive-right-to-sell basis; or
 83 D. During the Term or Extended Term of this Agreement, Seller agrees to sell, or transfers the title of all or
 84 any portion of the Premises to any governmental entity resulting from an actual, claimed or threatened
 85 taking of all or part of the Premises by the governmental entity pursuant to its power of eminent domain;
 86 or
 87 E. During the Term or Extended Term of this Agreement, a sale of the Premises is prevented by Seller.

88 **PAYMENT OF COMPENSATION:** If the Premises is sold through Listing Broker, the Compensation shall be
 89 paid at and as a condition of the close of escrow. In all other cases set forth in Lines 65 - 87 above, the
 90 Compensation shall be paid upon the occurrence of the listing termination or sale.

91 **ESCROW INSTRUCTIONS:** This Agreement may be delivered to escrow and shall constitute instructions by
 92 Seller to Escrow Agent to pay the Compensation authorized by this Agreement out of proceeds due Seller at
 93 time of closing. If Seller's proceeds are not sufficient in amount to pay such Compensation, Seller shall deposit a
 94 sum sufficient to pay said Compensation. If an earnest money deposit is forfeited, Escrow Agent shall pay
 95 Compensation to Listing Broker in an amount equal to ~~one-half~~ _____ of the earnest money deposit, not
 96 to exceed the full amount of Compensation due pursuant to Lines 65 - 87 above.

97 **CLOSE OF ESCROW:** Close of Escrow ("COE") is when the deed and any other instruments necessary to
 98 complete the transfer of title are recorded with the appropriate county recorder's office. Seller shall timely
 99 comply with all terms and conditions of the purchase contract, including executing and delivering to Escrow
 100 Company all closing documents which may be required to be furnished by Seller, and performing all other acts
 101 necessary in sufficient time to allow COE to occur by the closing date specified in the purchase contract ("COE
 102 Date"). Unless otherwise agreed, Seller shall pay a prorated portion of taxes, assessments, HOA fees, and
 103 other costs related to COE that are customarily prorated in the county where the Premises is located. The sale
 104 proceeds shall be promptly distributed following COE. Unless otherwise specified in the purchase contract,
 105 Seller shall deliver possession, occupancy, existing keys, and/or means to operate all locks, mailbox, security
 106 system/alarms and all common area facilities to Buyer at COE.

3. DUTIES AND AUTHORIZATIONS

107 **ROLE of BROKER:** Seller acknowledges that the Listing Broker is not responsible for the custody or condition
 108 of the Premises or for its management, maintenance, upkeep or repair.

109 **REPRESENTATION OF SELLER:** Unless otherwise agreed, a Listing Broker acts as agent for Seller only and
 110 has the duties of loyalty, obedience, disclosure, confidentiality, and accounting ("Fiduciary Duties") as well as
 111 other duties imposed by the Arizona Department of Real Estate ("ADRE") only to Seller. Seller acknowledges
 112 the property may be shown to Buyers by Listing Broker and this shall not constitute a conflict of interest. Seller
 113 should carefully review all advertising materials and contractual documents prepared by Listing Broker as Seller
 114 may be bound by these materials. Listing Broker shall always exercise reasonable skill and care in the
 115 performance of Listing Broker's duties to Seller. Seller is aware that Listing Broker may list other properties that
 116 are similar to and/or are located in proximity to the Premises.



117 **REPRESENTATION OF BUYER:** A Buyer's Broker (or "Cooperating Broker") represents only the Buyer and
118 has Fiduciary Duties as well as other duties imposed by ADRE in dealings with Buyer only to Buyer. Buyer's
119 Broker may receive Compensation from Buyer, Seller, or both

120 **REPRESENTATION OF BUYER:** A Buyer's Broker (or "Cooperating Broker") represents only the Buyer and
121 has Fiduciary Duties as well as other duties imposed by ADRE in dealings with Buyer only to Buyer. Buyer's
122 Broker may receive Compensation from Buyer, Seller, or both

123 **CONDUCT OF BROKERS:** Regardless of whom they represent, real estate licensees have the obligation to: (i)
124 treat all parties to a transaction honestly; (ii) disclose, in writing, all facts known to the licensee that may
125 materially and adversely affect the consideration to be paid for the Premises; (iii) disclose that Seller or Buyer
126 may be unable to perform; and (iv) disclose any information concerning any material non-obvious (latent) defect
127 existing in the Premises. REALTORS® are further obligated by their Code of Ethics to treat all parties honestly.

128 **DUAL (limited) REPRESENTATION:** A dual agency (or limited agency) may occur when the Listing Broker
129 procures a Buyer for the Property. In this situation, the same real estate company may be representing the
130 Seller's interest and the Buyer's interest. A dual agency may occur in this or in other ways. Brokers and their
131 Agents can legally represent both the Seller and the Buyer with the knowledge and written consent of both the
132 Seller and the Buyer. A Dual Agent has the duties of loyalty, obedience, disclosure, confidentiality and
133 accounting to both the Seller and the Buyer. Seller recognizes that in a dual agency situation, the duties
134 normally owed the Seller by the Listing Broker and his/her Agents may be limited in that confidential information
135 pertaining to the Buyer may not be disclosed to the Seller (and likewise, confidential information concerning the
136 Seller may not be disclosed to the Buyer). Seller agrees that the Listing Broker and his/her Agents shall not be
137 liable for failing or refusing to disclose confidential information. The Dual Agent may receive compensation from
138 the Buyer and/or from the Listing Broker with the written consent of all parties.

139 **CONSENT TO DUAL AGENCY:** Seller Does Does Not authorize Listing Broker to be a Dual Agent.

140 **Seller Initials Required:** _____/_____
Seller/Seller

141 **NON DISCLOSURE:** Sellers and Listing Brokers are not obligated to disclose that a property has been the site
142 of a natural death, suicide, homicide, or any crime classified as a felony, nor that the property was owned or
143 occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be
144 transmitted through common occupancy of real estate, nor that the property is located in the vicinity of a sex
145 offender.

146 **SIGNS/MARKETING:** Seller Does Does Not agree to the placement of a customary "For Sale" and
147 "Sold" sign(s) together with customary sign riders on the Premises through COE. In any event, Seller agrees to
148 immediately remove, or have removed, all "For Sale" signs not belonging to Listing Broker. The placement of
149 directional or other signs on public or private property without the property owner's permission is illegal. Listing
150 Broker/Agent will not illegally place such signage. Seller agrees not to advertise or market the Premises in any
151 manner without the prior written permission of Listing Broker.

152 Seller acknowledges that any public marketing of the premises will require submission to the Multiple Listing
153 Service within one business day. **Seller Initials Required:** _____/_____
Seller/Seller

154 **VIDEO/STILL IMAGES:** Seller Does Does Not consent to the taking and placement of video, still or other
155 images of the Premises on the Internet and in other media at the sole discretion of Listing Broker. Seller is
156 cautioned to protect valuable items from view. Listing Broker has no responsibility for loss of such valuable
157 items. Seller understands the public may have unlimited access to the images and may download and/or copy
158 them. Any such images are the property of Listing Broker.

159 **ACCESS AND KEYSAFE:** Seller Does Does Not authorize the installation and use of a Keysafe that
160 contains an access key to the Premises. A Keysafe permits access at any time to the interior of the Premises by

Seller/Seller
Revised May 2020~~17~~



161 MLS Participants together with potential Buyers. Seller is advised to take appropriate security precautions to
162 protect items including but not limited to valuables, weapons, prescription medication and pets. Seller agrees,
163 upon reasonable notice, to cooperate with previews and showings of the Premises at reasonable times. If there
164 are any adult occupants of the Premises other than Seller or Seller's family, or if the Premises is subject to a
165 rental agreement, then Seller shall immediately provide Listing Broker with written permission from all adult
166 occupants authorizing access by the MLS Participants and potential buyers at reasonable times upon
167 reasonable prior notice according to the current Arizona Landlord Tenant Act.

168 **HOME WARRANTY PLAN:** Seller **Does** **Does Not** agree to provide Buyer, at Seller's expense, at
169 COE, a home warranty plan acceptable to Seller. Seller is aware that home warranty plans may provide benefits
170 to Seller, during the Term and/or escrow period, as well as to the Buyer of the Premises.

171 **SUBSEQUENT OFFER:** Seller shall, prior to close of escrow, receive all offer(s) to purchase the Premises
172 unless otherwise agreed upon by Seller in writing. Seller understands that any subsequent offer accepted by the
173 Seller must be a backup offer contingent on the cancellation of the Contract.

174 **INDEMNIFICATION:** As a material condition of this Agreement, Seller agrees that the MLS and its Shareholder
175 and Non-Shareholder Associations are third-party beneficiaries of this Agreement for the purpose of
176 indemnification.

177 Seller agrees to hold harmless and indemnify MLS, its Shareholder and Non-Shareholder Associations, their
178 Directors, Officers, employees and volunteers as well as Listing Broker and the Cooperating Broker involved in
179 this transaction from any and all claims, damages, liability or other loss, including all attorneys' fees and legal
180 costs incurred arising out of any claim of misrepresentation or for any action or non-action by Seller including,
181 but not limited to, the supplying of incorrect information, breach of warranty or any other claim arising out of this
182 Agreement or the sale and purchase of the Premises or as a result of the dissemination of any inaccurate
183 information concerning the listing of the Premises published by a third party website. This provision is to be
184 liberally construed in favor of the indemnified parties.

185 **Seller Initials Required:** _____ / _____
Seller/Seller

4. SELLER OBLIGATIONS

186 **FAIR HOUSING:** The Premises shall be offered to all persons without regard to their ancestry, race, religion,
187 color, gender, sexual orientation, handicap, marital status, familial status, age or national origin or any other
188 mandated classification by prevailing federal, state or local laws.

189 **SELLER PROPERTY DISCLOSURE STATEMENT ("SPDS"):** Seller shall complete and return to Listing
190 Broker a SPDS form within three (3) calendar days after receipt thereof. Listing Broker shall have no
191 responsibility, in whole or part, for the preparation of the SPDS. Seller shall fully disclose all material facts
192 known to Seller concerning any previous or current problem(s) or condition(s) that could adversely affect the
193 value or marketability of the Premises. Seller shall immediately advise Listing Broker, in writing, concerning any
194 subsequent changes that occur concerning the Premises or that are subsequently discovered and cause the
195 SPDS form to be amended accordingly and authorizes release of such information to all Cooperating Brokers.
196 Seller agrees to hold Broker harmless from any damages if Seller does not inform Broker of changes in writing.

197 **Public Report:** Seller represents that if the Property is located in a subdivision:
198 A. Have you and/or any entity in which you have a financial interest EVER owned six or more lots in this
199 subdivision? Yes No
200 B. If Yes to A, Seller has applied for and been issued an approved Public Report Yes No

201 **AFFIDAVIT OF DISCLOSURE:** If the Premises is located in an unincorporated area of the county, and five or
202 fewer parcels of property other than subdivided property are being transferred, the Seller shall be required to



203 provide Listing Broker a completed, notarized State of Arizona Affidavit of Disclosure form required pursuant to
204 Arizona Revised Statute§33-422 within seven (7) days of the commencement date of this Agreement.

205 **DOMESTIC WATER WELL/WATER USE ADDENDUM SELLER'S PROPERTY DISCLOSURE STATEMENT**
206 **("DOMESTIC WATER WELL/WATER USE ADDENDUM SPDS")**: Property Does Does Not have a
207 Domestic Water Well. If the property is served by a domestic water well, Seller shall complete and return the
208 Domestic Water Well/Water Use Addendum SPDS to Listing Broker within five (5) calendar days after receipt
209 thereof. Seller shall fully disclose all material facts known to Seller concerning any previous or current
210 problem(s) or condition(s) that could adversely affect the value or marketability of the Property. Seller shall
211 immediately advise Listing Broker, in writing, concerning any subsequent changes that occur concerning the
212 Property or that are subsequently discovered and cause the Domestic Water Well/ Water Use Addendum SPDS
213 form to be amended accordingly and authorizes release of such information to all Cooperating Brokers. Seller
214 agrees to hold Broker harmless from any damages if Seller does not inform Broker of changes in writing.

215 **WATER / WELL RIGHTS**: The following described water/well rights shall transfer with the subject property, if
216 any:
217 _____

218 **HOA RESALE NOTIFICATION AND ADDENDUM**: If the Premises is in a residential HOA/Condominium or
219 Planned Unit Development, Seller shall complete and return to Listing Broker Page one of the HOA
220 Condominium/Planned Community Addendum within (5) Calendar Days after receipt thereof. Seller shall fully
221 disclose all information requested on the form to the best of Seller's actual knowledge as of the date signed. If
222 the Premises is in a residential HOA/Condominium or Planned Unit Development ("Planned Community")
223 consisting of less than fifty (50) units, Seller shall deliver to Buyer and Escrow Company the disclosure notice to
224 be provided to Buyer within ten (10) days following acceptance of a purchase contract. If the Premises is in a
225 Planned Community with fifty (50) or more units, the HOA shall mail or deliver the required disclosure notice to
226 Buyer and the Escrow Company within ten (10) days following receipt of a written notice of a pending sale of the
227 Premises. Seller shall promptly notify the HOA of the pending sale of the Premises.
228 **Seller Initials Required:** _____ / _____
Seller/Seller

229 **INSURANCE CLAIMS HISTORY**: Seller shall deliver to buyer a written five-year insurance claims history
230 regarding the Premises (or a claims history for the length of time Seller has owned the Premises if less than five
231 years) from Seller's insurance company or an insurance support organization, or consumer reporting agency, or
232 if unavailable from those sources, from Seller, within five (5) days after contract acceptance.

233 **CONDITION OF PREMISES AND INSURANCE**: Seller is responsible to maintain the Premises in the same or
234 better condition as on the date of execution of this Agreement through COE. Therefore, Seller should maintain
235 appropriate hazard insurance to cover partial or complete destruction of the Premises as well as any loss due to
236 theft, vandalism, water and glass breakage, if available, as well as liability coverage. Seller shall consider
237 notifying insurance company prior to vacancy of property.

238 **UTILITIES**: During the term of this Listing, Seller is encouraged to have all utilities on which are currently
239 connected. Seller may be required to turn on all utilities during escrow period.

240 **LEAD BASED PAINT**: If any portion of the Premises was constructed prior to 1978, federal law requires that
241 Buyer be provided a Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form. If
242 applicable, Seller shall provide Listing Broker, simultaneously with the execution of this Agreement or not later
243 than five (5) days following execution of this Agreement, a completed and executed disclosure form.

244 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 ("FIRPTA")**: If Seller is a foreign person or
245 a nonresident alien, Seller shall provide Escrow Agent with a completed and signed FIRPTA certificate. In which
246 case, Seller acknowledges that any Buyer may be required to withhold a tax of up to 15% of the purchase price
247 unless an exemption applies.



248 **REFERRALS-RESPONSIBILITY:** If Listing Broker, Cooperating Broker, or their Agents recommend to Seller
249 any person, entity or service, for any purpose, it shall be Seller's duty to independently investigate the
250 qualifications of the referred party. Seller shall hold harmless and indemnify the referring party from any adverse
251 consequences resulting from such referral.

5. FUTURE SELLER OBLIGATIONS

252 **SEPTIC OR ALTERNATIVE TREATMENT SYSTEM:** If the Premises is served in whole or in part by an on-site
253 wastewater treatment facility, Seller shall, at Seller's expense, place in escrow any certification(s) which may be
254 required by any law and/or any appropriate regulatory bodies. Certification may require that the system be
255 inspected, emptied and/or repaired prior to the issuance of the requisite certification. If a public sewer line of
256 sufficient capacity exists within 200 feet of the Premises, the lender or local health authority may require
257 connection to the public sewer line prior to or upon transfer of ownership. Unless otherwise agreed upon with
258 Buyer, such connection to the public sewer line shall be at Seller's expense.

259 **POOL SAFETY:** If the Premises includes a swimming pool or spa, Seller shall provide Buyer with an opportunity
260 to review the relevant pool barrier laws and shall provide Buyer with a notice concerning pool safety which shall
261 be signed by Buyer acknowledging receipt thereof.

262 **DEED/TITLE INSURANCE:** Seller shall convey title to Buyer by general warranty deed. Buyer shall be
263 provided, at Seller's expense, an American Land Title Association ("ALTA") Homeowner's Title Insurance Policy,
264 or if not available, an ALTA Residential Title Insurance Policy ("Plain Language" / "1-4" units") or, if not available,
265 a Standard Owner's Title Insurance Policy.

266 **PREMISES CONDITION AT CLOSING:** Seller shall remove all personal property not included in the sale and
267 all debris from the Premises at the earlier of possession by Buyer or COE whichever first occurs.

6. REMEDIES

268 **DISPUTE RESOLUTION:** Listing Broker and Seller agree to mediate any dispute or claim arising out of or
269 relating to this Agreement. All mediation costs shall be paid equally by the parties. In the event that mediation
270 does not resolve all disputes or claims, the unresolved issues shall be submitted for arbitration pursuant to the
271 Uniform Rules of Procedure for Arbitration for the Arizona Superior Court except that the award shall be final and
272 binding and not subject to appeal. Either party may initiate arbitration by giving notice of the dispute stating with
273 particularity that party's position. If the parties are unable to agree upon an arbitrator, either party may apply to
274 the relevant County Superior Court for appointment of an arbitrator by filing a complaint seeking arbitration under
275 the Rules or by a letter to the presiding civil judge with a copy to the other party requesting the appointment of an
276 arbitrator. The parties shall cooperate in the expeditious appointment of an arbitrator. The arbitrator shall
277 determine which of the parties shall pay the fees and costs for arbitration including attorneys' fees by
278 determination of who substantially prevailed. The arbitrator shall treat the fees actually incurred as reasonable,
279 unless he/she makes an express finding that the fees are unreasonable, in which event the arbitrator shall
280 determine the amount of the fees.

281 **ATTORNEYS' FEES:** In any proceeding, including arbitration, for damages, or to enforce any of the provisions
282 of this Agreement, including a claim by Listing Broker for payment of Compensation, the substantially prevailing
283 party shall be entitled to recover from the other party its reasonable attorneys' fees and related expenses
284 including, but not limited to, expert witness fees, fees paid to investigators, and customary court costs.
285



7. ADDITIONAL TERMS

286 **ARIZONA LAW:** This Agreement shall be governed by Arizona law and is subject to the jurisdiction of Arizona.

287 **TIME IS OF THE ESSENCE:** The parties acknowledge that a material and negotiated condition of this
288 Agreement is that time is of the essence in the performance of the obligations described herein.

289 **DAYS:** All references to days in this Agreement shall be construed as calendar days. The day of the act or
290 event from which the time period begins to run is not included and the last day of the time period is included.

291 **COPIES AND COUNTERPARTS:** A fully executed facsimile or electronic copy of this Agreement shall be
292 treated as an original Agreement. This Agreement may be executed in counterparts, which shall become
293 effective upon delivery. All counterparts shall be deemed to constitute one instrument. The Disclosure of
294 Information on Lead-Based Paint and/or Lead-Based Paint Hazards form may not be signed in counterpart.

295 **ENTIRE AGREEMENT/NO MODIFICATION:** This Agreement, the Property Profile Sheet, and any addenda,
296 photographs, data or other documentation which shall be incorporated into this Listing Agreement, constitutes
297 the entire Agreement between Seller and Listing Broker and supersedes any prior written or oral representations
298 or agreements between Seller and Listing Broker. Any release from or modification to this Agreement requested
299 by Seller during the term of this Agreement will be in writing signed by the parties. The pre-printed portions of
300 this Agreement may not be modified without the express written permission of MLS. No modifications shall be
301 made to this Agreement which shall place Listing Broker and his/her agents in violation of the MLS Rules and
302 Regulations. The failure to initial any page of this Agreement will not affect the validity or terms of this
303 Agreement.

304 **IMPORTANT NOTE:** If Seller signs more than one Listing Agreement during the Term or Extended Term
305 of this Agreement, Seller could be responsible for paying Compensation to more than one broker upon
306 the sale of the Premises.

307 **SELLER MATERIALS:** If Seller provides Listing Broker any photographs, floor plans, art work, plot plan
308 drawings, or any other items created by or for Seller ("Seller Materials"), Seller, having the authority to do so,
309 hereby grants Listing Broker and MLS a non-exclusive right and license to all intellectual property rights thereto
310 including the copyright to use and defend Seller Materials in any manner and for any reason. Upon termination
311 of this Agreement, upon written request, the Seller Materials shall be returned to Seller.

312 **ADDITIONAL TERMS:** _____
313 _____
314 _____
315 _____
316 _____
317 _____
318 _____
319 _____
320 _____
321 _____
322 _____



8. ACCEPTANCE

323 **SELLER**

324 _____
325 Print Seller Name Print Seller Name

326 _____
327 Seller Signature (MO/DA/YR) Seller Signature (MO/DA/YR)

328 _____
329 Seller Address Seller Address

330 _____
331 City/State Zip City/State Zip

332 _____
333 Seller Email Address Seller Email Address

334 _____
335 Seller Phone Seller Fax Seller Phone Seller Fax

336 _____
337 Seller Office Phone Seller Office Fax Seller Office Phone Seller Office Fax

338 **ACCEPTANCE BY LISTING BROKER:** By signing below the Authorized Signor acknowledges authority to sign
339 this Agreement and accepts from Seller (and Listing Agent if applicable) an irrevocable assignment of the
340 copyright and other intellectual property rights in Seller Materials, including the right to protect and enforce the
341 ownership rights therein. The Authorized Signor reserves a non-exclusive right to utilize Seller Materials in the
342 promotion and marketing of the Premises. If and when the Premises is listed in MLS, the Authorized Signor
343 irrevocably assigns an undivided interest in such rights to MLS. By publication of a listing of the Premises, MLS
344 accepts an irrevocable co-ownership of said property rights during the Term and/or Extended Term of this
345 Agreement. Each party shall have an independent right to enforce and defend the property rights each has
346 acquired in the Seller (Listing Agent's) Materials. Upon termination of this Agreement, Seller Materials shall be
347 returned to Seller upon receipt of written request from Seller.

348 _____
349 Listing Broker Name Listing Agent Name

350 _____
351 Listing Real Estate Company Name Listing Real Estate Company Address

352 _____
353 Company Phone Company Fax

354 _____
355 Company E-mail Address

356 _____
357 AUTHORIZED SIGNATURE (MO/DA/YR) PRINT NAME

File No. _____ Designated Broker or Designee Initials: _____ Date: _____





In November 2019 the NAR Board of Directors adopted the Clear Cooperation Policy 8.0 in response to concerns about the use of tactics to keep properties off the MLS to the disadvantage buyers and sellers.

The Clear Cooperation Policy:

Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. (Adopted 11/19)

In recent years there has been a significant growth in the misuse of limited marketing tactics that benefit the listing firm more than the client. These types of issues have restricted the number of choices for buyers, raised questions about fair and equal opportunity leading to Fair Housing concerns, skewed MLS data, and have resulted in breach of fiduciary duties lawsuits.

The Clear Cooperation Policy is intended to reduce nefarious off market activity and ensure that buyer and sellers benefit from having access to the most comprehensive property information through the MLS. It also establishes a uniform rule for all publicly marketed properties ensuring the greatest marketing exposure for consumers and consistent business practices which minimizes confusion.

To support the local application of the Clear Cooperation Policy, MLSSAZ has produced an implementation plan that was developed in concert with input from a diverse assortment of workgroups, taskforce, and regional broker forums including the Santa Cruz County Board of Realtors®, Green Valley/Sahuarita Association of REALTORS®, and the Tucson Association of Realtors®. To support the premarketing efforts of the listing broker, MLSSAZ will introduce the availability of a Coming Soon listing status for MLS Subscribers. To read about the local implementation of the Clear Cooperation Policy [click here](#).

For more information about the National Association of Realtors Clear Cooperation Policy visit <https://bit.ly/3e86OXA>

Important FAQs to consider regarding the Clear Cooperation Policy.

Does the Clear Cooperation Policy require a broker to turn in every listing to the MLS within 1 business day of signing the listing?

No, if a listing is taken and is *not* yet ready to be publicly marketed the required submission time of within two business days after all necessary signatures on the listing Agreement has been received by the listing broker. If a listing is marketed to the public, however, the Clear Cooperation Policy 1 business day turn-in timeline goes into effect.

What is the meaning of “business day?”

Business days exclude Saturdays, Sundays and holidays. The NAR MLS Advisory Board specifically revised the policy’s timeframe due to concerns with enforcement to provide greater flexibility for days when submitting the listing to the service could be a challenge. For consistency among all REALTOR® Association MLSs, the approved timeframe is 1 business day.; “holidays” include all recognized federal and state holidays.

What property types are applicable under the Clear Cooperation Policy?

MLSs can continue operating under existing local policy, which may provide for voluntary submission of different property types, like commercial, rentals, and new construction.

The obligations of the Clear Cooperation were specifically adopted to address concerns with residential properties. In alignment with the Clear Cooperation Policy the MLSSAZ mandatory property types will apply to: Single Family Residence, Townhouse/Condominium, Manufactured or Mobile Homes,

Can a seller or the listing broker “opt out” of the policy’s obligations?

No. The new policy does not include an “opt out.” Any listing that is “publicly marketed” must be filed with the service and provided to other MLS Participants for cooperation within (1) one business day.

Does the Clear Cooperation Policy prohibit office exclusives?

No. "Office exclusive" listings are an important option for sellers concerned about privacy and wide exposure of their property being for sale. In an office exclusive listing, 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, is not considered public advertising.

Common examples include divorce situations and celebrity clients. It allows the listing broker to market a property among the brokers and licensees affiliated with the listing brokerage. If office exclusive listings are displayed or advertised to the general public, however, those listings must also be submitted to the MLS for cooperation.

Does Policy Statement 8.0 require listings to be submitted to the MLS if they are advertised to a select group of brokers outside the listing broker's office?

Yes. "Private listing networks" that include more brokers or licensees than those affiliated with the listing brokerage constitute public advertising or display pursuant to Policy Statement 8.0. Listings shared in multi-brokerage networks by participants must be submitted to the MLS for cooperation.

For more Clear Cooperation Policy FAQs visit <https://bit.ly/3e86OXA>

How MLSSAZ will implement the Clear Cooperation Policy

Implementation contains the following:

- *Form changes:* Revised Exempt/Delayed Listing Input Form to incorporate the Coming Soon option. See Coming Soon/Exempt/Delay Authorization Form. Residential Listing Agreement revised to include a public marketing seller acknowledgement.
- *New statuses:* Coming Soon listing status.
- *Rule changes:* Listing Procedures will be updated (Section 1), including the addition of definition for New Construction.

As part of the implementation plan, MLSSAZ will continue to educate the membership about the policy. Local enforcement of the Clear Cooperation Policy will begin May 1, 2020 with an educational focused period for compliance enforcement.

Form Changes

Coming Soon/Exempt/Delay Authorization Form

MLSSAZ will introduce the option of a Coming Soon listing status. The Coming Soon/Exempt/Delayed Authorization Form will serve to assist in educating the seller between the marketing choices of Coming Soon, Delayed, and Exempt listings.

Standard Listing Agreement

The Video/Still Images section of the MLSSAZ Standard Listing Agreement has been revised to include a seller acknowledgement recognizing the public marketing listing submission requirements.

New Status

In addition to the existing Exempt and Delayed listing options, MLSSAZ has introduced the new status of Coming Soon. For listings subject to the requirements of the Clear Cooperation Policy the status of Coming Soon supports premarketing for properties that are not ready to be listed as Active in the MLS.

Coming Soon is an efficient way for MLSSAZ members to comply with the Clear Cooperation policy. It provides a place within the MLS to inform and promote awareness of the listing — during which time the listing brokerage and seller can work together to formulate marketing strategies, have work completed on the home, and allow for professional photography to be completed, etc.

Coming Soon Status

Definition: A Coming Soon listing is taken by a participant with a valid listing agreement authorized by the seller to withhold the listing from public display within the MLS. Coming Soon listings are disseminated to other MLS Participants.

Time Limit in Status: Properties can be listed as Coming Soon for up to 21 days. Seller may authorize early entry in the MLS prior to the specified go live date.

Days on Market Accrual: Days on Market (DOM) start when the listing transitions to Active status.

Showings: Permitted at the discretion of broker and client.

Distribution of Listing: Search functionality available for MLS Participants. Will not be distributed through IDX or syndication feed from the MLS.

Required Fields: All listings in the MLS regardless of status will require full listing input, with special attention paid to the Showing Instructions.

MLS of Southern Arizona Coming Soon/Exempt/Delayed Listing Key

	Coming Soon Status	Delayed Input Listing	Exempt Listing
Description	A listing authorized to be withheld from public dissemination within the MLS	Listing to go live at a later specified date beyond the deadline required for an MLS filing.	Seller has authorized the listing broker to withhold the property listing from the MLS
Listing Submission Time	Within one business day of public marketing OR (without public marketing) Within two business days of signed Listing Agreement.	Listing to go active on the specified delay date authorized by the seller.	Listing will not be entered into MLS at anytime.
Document submission time	Within one business day of public marketing OR Within two business days of signed Listing Agreement. File to Info@MLSSAZ.com	Within two business days of signed Listing Agreement. File to Info@MLSSAZ.com	Within two business days of signed Listing Agreement. File to Info@MLSSAZ.com
Public Marketing	Coming Soon Status supports premarket efforts.	No earlier then one business day prior to listing go active date OR Seller authorizes cancellation of the listing delay allowing for early activation	Public marketing not available. If advertised to the public the listing must be submitted to the MLS for cooperation.
Showings	Showings are allowed at the direction of the Seller. Refer to the listing Showing Instructions.	Generally Delayed Listings are not preview ready. Policy 8.0 applies to any listing this is or will be ready for cooperation. Advertising activities may trigger the requirements of the Clear Cooperation Policy.	Not scheduled through the MLS.



Coming Soon/Exempt/Delayed Authorization



MLS Rules and Regulations Section 1 requires the entry of listings in the MLS within 2 business days unless the seller authorizes an exempt/delayed entry with the submission of this form to the MLS within 2 business days. Coming Soon entry must be authorized by the seller.
 * Listing Date in the MLS shall be the date the listing is authorized for entry in the MLS.

ADDRESS INFORMATION	
Tax Code _____ - _____ - _____	County _____
Address _____	City _____ State _____ Zip Code _____
Seller(s) Name: _____ / _____	
Listing Office Name: _____ Listing Office ID: _____	
Listing Agent Name: _____ Listing Agent ID: _____	
COMING SOON/EXEMPT/DELAYED SECTION	
SELECT ONE OPTION	
<input type="checkbox"/> Seller(s) elect to place the listing in the Coming Soon status _____ / _____	The Coming Soon status indicates that the listing broker and the seller(s) are preparing the property for sale before marketing in Active status. There must be a valid listing agreement between the seller and the listing brokerage. Listings in Coming Soon status must have seller(s) authorization which is obtained using this form. Listings may stay in the Coming Soon status for up to 21 calendar days. Listing will automatically be made Active and available to the public on the date specified: _____ / _____ / _____. <ul style="list-style-type: none"> The listing will not be available to potential buyers through the MLS system, its automatic alerts to buyers, and exposure on broker/agent websites. Listing broker may not promote or market the listing publicly in any manner unless in the status of Coming Soon. If the property is not ready for Active status on the date specified, Listing Broker must put the listing in the Temporary Off Market status until the listing is ready to be placed in the Active status.
— OR —	
<input type="checkbox"/> Seller(s) elect to Delay the listing from the MLS until the date specified _____ / _____	Listing input into the MLS will be delayed until the date specified: _____ / _____ / _____. Seller acknowledges that Listing Broker or the seller are not permitted to market the listing to the public. Seller(s) fully understand the effects of not submitting the input of the above-listed property to the Service, which include, but are not limited to: <ul style="list-style-type: none"> The listing will not be available to the approximately 6200 Subscribers of the MLS across Southern Arizona and their potential buyers through the MLS system, its automatic alerts to buyers, and exposure on broker/agent websites. The possibility of extended time on the market and potentially fewer offers to purchase as a result of its limited exposure. Listing Broker or the Seller are not permitted to promote or market the listing to the public. If Listing Broker or Seller promote or market the listing to the public, submission to the MLS will be required within one(1) business day.
— OR —	
<input type="checkbox"/> Seller(s) elect to Exempt the listing from the MLS _____ / _____	Seller(s) acknowledge that the listing will not be entered into the MLS at any time. Seller(s) acknowledges that Seller(s) fully understand the effects of not submitting the input of the above-listed property to the Service, which include, but are not limited to: <ul style="list-style-type: none"> The listing will not be available to the approximately 6200 Subscribers of the MLS across Southern Arizona and their potential buyers through the MLS system, its automatic alerts to buyers, and exposure on broker/agent websites. The possibility of extended time on the market and potentially fewer offers to purchase as a result of its limited exposure. MLS of Southern Arizona Rules and Regulations regarding the security, sign in, and use of a MLSSAZ lockbox, if placed on the property, do not apply. Listing Broker nor the Seller are permitted to promote or market the listing to the public. If Listing Broker or Seller promote or market the listing to the public, submission to the MLS will be required within one(1) business day.
*Seller may authorize an early entry in the MLS by executing the Delayed Input/Coming Soon Date Modification & Input Approval section of this form. ** Seller may extend the Delayed Listing period with the execution of a new Exempt/Delayed/Coming Soon form. Coming Soon listings may not be extended.	

SELLER ACKNOWLEDGEMENTS

The undersigned seller(s) fully understand the selected option and understand the marketing and promotion restrictions associated with the selected option. Seller acknowledges that marketing or showing the listing in an inconsistent manner than selected option will require full submission to the MLS in an Active status within one (1) business day by the listing broker. Listing Broker or Listing Agent may incur fines for marketing or showings that are inconsistent with the option selected.

Notwithstanding the foregoing, the undersigned does hereby exempt, approve the delayed submission, or authorize the Coming Soon status of the listing to the MLS and acknowledges that the MLS limit the publication and/or distribution information with respect to this property to the MLS Participants and Subscribers and the general public.

SIGNATURES

Print Seller Name _____	Print Seller Name _____
Seller Signature _____ (MO/DA/YR)	Seller Signature _____ (MO/DA/YR)
Listing Broker Name _____	Listing Agent Name _____
AUTHORIZED SIGNATURE _____ (MO/DA/YR)	PRINT NAME _____

DELAYED INPUT/COMING SOON DATE MODIFICATION & INPUT APPROVAL

The above signed Seller(s) wish to cancel the Delayed/Coming Soon status of the property specified above and authorizes the listing for immediate input into the MLS.

Seller Signature _____ (MO/DA/YR)	Seller Signature _____ (MO/DA/YR)
-----------------------------------	-----------------------------------

File No. _____ Designated Broker or Designee Initials: _____ Date: _____

This form must be transmitted to MLS of Southern Arizona at info@mlssaz.com or by fax at (520) 322-6613

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Revised 03/2020

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V1.2—3/19/2020



MULTIPLE LISTING SERVICE OF SOUTHERN ARIZONA

MEETING REPORT

Committee: 2020 Technology

Meeting Date: April 2, 2020

Chair: Cathy Wolfson

Called to order at: 10:02am

Attendance: Kelly Hand Jennie James Dawn Heinemann
Ronald Keeler Laurie Lundeen Cathy Wolfson
Henry Zipf

Staff: Lori Wadsack Randy Rogers

Absent: Rebecca Crane Brad Sensenbach

Guests: Billy Mordka

Action Items:

M/S/C: Move to recommend the Board of Directors consider immoviewer as a TAR member benefit (6 in favor, 1 opposed).

Information Items:

- Committee discussed benefits of immoviewer and comparison to Matterport.

Adjourned: The meeting was adjourned at 10:27am

Next Meeting date will be Tuesday May 5th @ 2:30pm