



Article 06 - Selling Procedures

Last Updated: September 27, 2026

Article 06.01: Written Buyer Agreements Required

A. Unless inconsistent with state or federal law or regulation, all MLS Participants working with a buyer(s) must enter into a written agreement with the buyer(s) prior to touring a residential dwelling of one-four units.

The written agreement must include:

i. A specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source.

ii. The amount of compensation in a manner that is objectively ascertainable and not open-ended.

iii. A statement that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer(s); and

iv. A conspicuous statement that broker fees and commissions are not set by law and are fully negotiable.

B. Definition: Touring a property is defined as either a) when the buyer(s) and the agent from the brokerage working with the buyer physically enter a dwelling, or b) when an agent from the brokerage working with the buyer(s) enters a dwelling to provide a live, virtual tour if the buyer(s) is not physically present.

C. Requirement: Failure to submit a signed buyer brokerage agreement within one business day of request by the MLS will result in a Level III – Severe Penalty assessed to the showing agent. (see Article 11.04.3.3)

D. Use of a buyer brokerage agreement that does not meet the requirements outlined above will result in a Level III – Severe Penalty assessed to the showing agent's broker. (see Article 11.04.3.3) (Adopted 8/2024)

Article 06.02: Showing and Negotiations

All dealings concerning property exclusively listed, or with buyer(s)/tenant(s), who are exclusively represented, shall be carried on with the Listing Participant/ User, and not with the customer, except with the consent of the Listing Participant/User or when such dealings are initiated by the customers. Appointments for showing and negotiations with the owner(s) of record for the purchase of listed property filed with the Stellar MLS shall be conducted through the Listing Participant except under the following circumstances:

A. The Listing Participant/User gives the cooperating Participant/User specific written authority to show and/or negotiate directly, or;

B. If, after reasonable effort, the cooperating Participant/User cannot contact the Listing Participant/User, the Listing Participant, at their option, may preclude all further direct negotiations. Reasonable effort is defined as two days excluding weekends and federally recognized holidays after the cooperating Participant/User sends the Listing Participant a written request to show and/or negotiate the listing.

C. For purposes of this section, anything in writing which is transmitted or delivered by hand, facsimile or electronic means shall be deemed binding and sufficient.

Article 06.03: Presentation of Offers

The Listing Participant/User must make arrangements to present the offer as soon as possible, or give the cooperating Participant/User a satisfactory reason for not doing so. Upon written request from the

cooperating Participant/User, the Listing Participant will provide written documentation that the offer was presented. The Listing Participant/User shall submit to the owner(s) of record all offers until closing unless agreed otherwise in writing between the owner(s) of record and the Listing Participant. Unless the subsequent offer is contingent upon the termination of an existing contract, the Listing Participant shall recommend that the owner(s) of record obtain the advice of legal counsel prior to acceptance of the subsequent offer.

Article 06.04: Right of Cooperating Participant in Presentation of Offer

The cooperating Participant /User shall have the right to be present when an offer they secure is presented by the listing Participant /User. The cooperating Participant/User has the right to participate in the presentation to the owner(s) of record or lessor of any offer they secure to purchase or lease. They do not have the right to be present at any discussion or evaluation of that offer by the owner(s) of record or lessor and the Listing Participant / User. However, if the owner(s) of record or lessor gives written instructions to the Listing Participant that the cooperating Participant/User not be present when an offer is presented, the cooperating Participant has the right to a copy of the owner(s) of record written instructions. None of the foregoing diminishes the Listing Participant / Subscriber's right to control the establishment of appointments for such presentations.

Article 06.05: Right of Listing Participant in Presentation of Counter-Offers

The Listing Participant /User have the right to participate in the presentation of any counter-offer made by the owner(s) of record or lessor. They do not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee. However, if the purchaser or lessee gives written instructions to the cooperating Participant that the Listing Participant / User not be present when a counter-offer is presented, the Listing Participant has the right to a copy of the purchaser's or lessee's written instructions.

Article 06.06: Advertising of Listing Filed with Stellar MLS

A listing shall not be advertised by any other Participant without the prior written consent of the Listing Participant. Use of information from Stellar MLS compilation of current listing information, from the Association's "Statistical Report" or from any "sold" or "comparable" report of an Association or Stellar MLS for public mass-media advertising by a Participant or in other public representations may not be prohibited. However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Associations or Stellar MLS must include the following notice:

"Based on information from the Stellar Multiple Listing Service for the period (date) through (date). This information may or may not include all listed expired, withdrawn, pending or sold properties of one or more members of the Stellar Multiple Listing Service.

A. Services Advertised as "FREE": MLS Participants and Subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients unless the Participant or Subscriber will receive no financial compensation from any source for those services.

Article 06.07: Participant as Principal

If a Participant or User has an ownership interest in a property, the listing of which is to be disseminated through Stellar MLS, the person shall disclose that interest in the Realtor Only Remarks section of the listing. (Updated 11/14/23)

Article 06.08: Participant as Purchaser

If a Participant or User wishes to acquire an interest in a property listed in Stellar MLS, such contemplated interest shall be disclosed, in writing, to the Listing Participant not later than the time an offer to purchase is submitted. (Updated 11/14/23)

Article 06.09: Reporting Cancellation of Pending and Contingent Pending Sales

The Listing Participant shall report to Stellar MLS the cancellation of a pending sale and the listing shall be reinstated to active status within two days excluding weekends and federally recognized holidays, if applicable.