



# 2017 Forms Change Summary

The Forms Committee, which is comprised of volunteer REALTOR® subscribers, recommended the following changes to the Listing Input Forms and Listing Contracts. The new forms, which were approved by the Board of Directors, have been posted on RMLSweb in the Forms & Documents menu under Toolkit. **These changes will be released May 2, 2018.**

LIST OF CHANGES		
Field	Description	Category/Supp.
Legal Description	Increased length of field from 65 characters to 104 characters.	RES, MUL, COM, LSE
Listing Agent/Office fields	Renamed Listing Agent/Office fields to Seller's Agent/Office.	ALL
Co-Listing Agent/Office fields	Renamed Co-Listing Agent/Office field to Co-Seller's Agent/Office.	ALL
Selling Agent/Office fields	Renamed Selling Agent/Office fields to Buyer's Agent/Office.	ALL
Showing Instructions (RES) Perc Test Info (LND) For Sale (LSE) Electric on Property (Farm Supp.) Occupied By (RES) Offer Instructions (RES, MUL, COM, LND)	Rename options as appropriate: CALLCOLA to CALLCOSA (Call Co-Seller's Agent) CALL-LA to CALL-SA (Call Seller's Agent) CALL-LO to CALL-SO (Call Seller's Office) EMAILLA to EMAILSA (Email Seller's Agent) KEY-LO to KEY-SO (Key in Seller's Office) TXT-COLA to TXT-COSA (Text Co-Seller's Agent) TEXT-LA to TEXT-SA (Text Seller's Agent)	
View	Remove values: CREEK (Creek) TREES (Trees)  Add values: CRK-STRM (Creek/Stream) TREEWOOD (Trees/Wood) VINEYRD (Vineyard)	RES, MUL, COM, LND
Waterfront	Removed option: BAY (View of Bay) OCEAN (Ocean) RIVER (River)  Added new option: BAYFRNT (On the Bay) OCEANFRN (Ocean Front) RIVERFRN (River Front)	RES, MUL, COM, LND
Lot Description	Added new option: ROAD-MA (Road Maintenance Agreement)	RES
Year Built Description: FIXER	The long description of FIXER will change from "Needs Repair" to "Fixer/Needs Repair"	RES, MUL, LND

LIST OF CHANGES, CONT.		
Field	Description	Category/Supp.
Parking Parking Description	Remove value: RV-PRKNG (RV Parking)  Add value: RVACCPRK (RV Access/Parking)	RES, MUL
Parking Description	Remove value: GARAGE (Garage)  Add value: GAR-PARK (Garage Parking)	MUL
Fireplace	Remove value: ELECT (Electric, Electricity)  Add value: ELECTRIC (Electric)	RES
Exterior Description	Remove values: SHAKE (Shake) SHINGLE (Shingle) VINYL (Vinyl) WOOD (Wood) METAL (Metal)  Add values: SHAKESID (Shake Siding) SHINGLESID (Shingle Siding) VINYLSID (Vinyl Siding) WOODSID (Wood Siding) METALSID (Metal Siding)	RES, MUL
Basement/Foundation	Removed options: CONCRETE (Concrete) PERIMTR (Perimeter)  Added new options: CONCPER (Concrete Perimeter)  Rename value: OS-Enter (Outside Entry) to EXTDOOR (Exterior Door)	RES
Basement/Foundation	Remove value: STORAGE (Storage)  Add value: STORG-SP (Storage Space)	MUL
Private Remarks	Increased length of field from 280 to 340 characters.	ALL
Heating	Remove value: WALL (Wall)  Add value: WALLFURN (Wall Furnace)	RES, MUL, COM
Tax Deferral Y/N	Changed field from un-required to required.	RES, MUL, COM, LND

LIST OF CHANGES, CONT.		
Field	Description	Category/Supp.
Tax Deferral Description	When Tax Deferral Y/N=Y, a new unrequired freeform 15-character Tax Deferral Description field is made available.	RES, MUL, COM, LND
Virtual Tour	Increased length of field from 100 to 500 characters.	ALL
Virtual Tour	Renamed field to "Video/Virtual Tour #1"	ALL
Video Tour	Renamed field to "Video/Virtual Tour #2"	ALL
Kitchen Features	Added new options: FSGASSTV (Free Standing Propane/Gas Stove) RNGHOOD (Range Hood)	RES
Interior Features	Added new options: HEATILE (Heated Tile Floor)	RES
Accessibility	Removed options: STAIRAS (Stair Assistance) ELEVATOR (Elevator) RAMP (Ramp)  Added new options: STAIRLIFT (Stair Lift) ACCELEV (Accessible Elevator Installed) ACCRAMP (Accessible Approach with Ramp)  Updated description: WD-DOOR (Wide Door) to (Wide Door - Accessible Doors) WD-HALL (Wide Hall) to (Wide Hall - Accessible Hallway(s))	RES
Property Tax Per Year	Added a new unrequired 9-character field to denote the year that corresponds to the Property Tax Amount field. For example: '2017-2018'	RES, MUL, COM, LND
Monthly Lot Rent	Added a new required field "Monthly Lot Rent" when Property Type=IN-PARK, to denote amount of monthly rent.	RES
HOA/Space Rent/Slip Rent Includes	Changed field from unrequired to required when Property Type=IN-PARK.	RES
HOA/Space Rent/Slip Rent Includes	Added new option: RDMAINT (Road Maintenance)	RES, LND
HOA/Space Rent/Slip Rent Includes	Remove value: EXTMANT (Exterior Maintenance) CABLETV (Cable TV) Add value: MAINTTEXT (Exterior Maintenance) CABLEACC (Cable Access)	RES

LIST OF CHANGES, CONT.		
Field	Description	Category/Supp.
Security/Entry	Remove value: INTRCOM (Intercom) Add value: COM-ENTR (Intercom Entry)	MUL
Existing Structures	Removed options: POOL (Pool) SHOP (Shop)  Added new options: POOLHSE (Pool House) WRKSHOP (Workshop)	LND
Elementary School High School	Made fields un-required when Property Type=COM/IND.	LND
Present Use	Remove value: RESIDNC (Residence) MOBL-HM (Mobile Home)  Add Value: RESIDNL (Residential) MANU-HM (Manufactured Home)	LND
Unit Number	Added a new unrequired field to denote unit number of a commercial unit.	COM
Construction	Removed options: SHAKE (Shake) SHINGLE (Shingle) VINYL (Vinyl) WOOD (Wood) METAL (Metal)  Added new options: SHAKESID (Shake Siding) SHINGLESID (Shingle Siding) VINYLSID (Vinyl Siding) WOODFRM (Wood Frame) METALFRM (Metal Frame) WOODSID (Wood Siding) METALSID (Metal Siding)	COM
Present Use	Removed options: MEDICAL (Medical) DENTAL (Dental)  Added new option: MEDCL/DNTL (Medical/Dental)	COM, LSE

<b>LIST OF CHANGES, CONT.</b>		
<b>Field</b>	<b>Description</b>	<b>Category/Supp.</b>
Road Surface	<p>Removed options:  CONCRET (Concrete)  DIRTRD (Dirt Road)  GRAVLRD (Gravel Road)  PAVEDRD (Paved Road)  PAVED (Paved)</p> <p>Added new options:  CONCSRF (Concrete Surface)  DIRTSRF (Dirt Surface)  GRAVSRF (Gravel Surface)  PAVEDSRF (Paved Surface)</p>	LND, COM, LSE
Sewer	<p>Removed option:  PUBLIC (Public)</p> <p>Added new option:  PUBLICSWR (Public Sewer)</p>	RES, MUL, COM
Water	<p>Removed option:  PUBLIC (Public)</p> <p>Added new option:  PUBLICWTR (Public Water)</p>	RES, MUL, COM
Utilities	<p>Renamed options:  CABLETV to CABLE-CNT (Cable Connected)  PHONE to PHONE-CNT (Phone Connected)  NO-SEWR to SWR-NAVL (Sewer Not Available)</p> <p>Removed options:  GAS (Gas)  SEWER (Sewer)  WATER (Water)</p> <p>Added new options:  GAS-CNTD (Gas Connected)  GAS-NAVL (Gas Not Available)  SWR-CNTD (Sewer Connected)  WAT-CNTD (Water Connected)  WAT-NAVL (Water Not Available)  CABLE-AVL (Cable TV Available)  CABLE-NAVL (Cable TV Not Available)  POW-NAVL (Power Not Available)  PHONE-AVL (Phone Available)  Phone-NAVL (Phone Not Available)</p>	LND, LSE
Feature Value: RV-PARK	<p>Change value:  RV-PARK to RV-PRKNG</p>	
Structure Type	<p>Added new option:  HANGAR (Hangar)</p>	Additional Structure(s)

<b>LIST OF CHANGES, CONT.</b>		
<b>Field</b>	<b>Description</b>	<b>Category/Supp.</b>
<b>SUPPLEMENT: ADDITIONAL STRUCTURE(S)</b>		
Construction 1-6	Remove values: SHAKE (Shake) SHINGLE (Shingle) VINYL (Vinyl) WOOD (Wood) METAL (Metal)  Add values: SHAKESID (Shake Siding) SHINGLESID (Shingle Siding) VINYLSID (Vinyl Siding) WOODFRM (Wood Frame) METALFRM (Metal Frame) WOODSID (Wood Siding) METALSID (Metal Siding)	Additional Structure(s)
<b>SUPPLEMENT: CONDO</b>		
Concierge Y/N	Added a new unrequired Concierge Y/N field to denote if there is a concierge.	Condo
<b>SUPPLEMENT: FARMS AND RANCHES</b>		
Fencing	Removed option: ELECT (Electric, Electricity) WOOD (Wood)  Added new option: ELECTRIC (Electric) WOODFEN (Wood Fence)	Farms and Ranches
Irrigation System/Source	Change value: CIR to CIRCLE (Circle)	Farms and Ranches
Currently Useable As	Remove value: HAY (HAY)  Add value: HAY-GROW (Growing Hay)	Farms and Ranches
<b>SUPPLEMENT: GREEN / ENERGY</b>		
Solar Panel	Added new option: READY (Ready)	Green / Energy
Green Energy Obtained	Renamed options: PRELIM to INPROCESS CERTIFIED to COMPLETE	Green / Energy
<b>SUPPLEMENT: TOWNHOUSE/PLANNED COMMUNITY</b>		
Requirement Change	When Property Type=ATTACHD, TOWNHSE or PLNCOMM and HOA=N, the Townhouse/Planned Community Supplement will be available and the fields will not be required.	Townhouse/Planned Community

<b>LIST OF CHANGES, CONT.</b>		
<b>Field</b>	<b>Description</b>	<b>Category/Supp.</b>
<b>SUPPLEMENT: WATER RIGHTS</b>		
Type of Right	Remove value: STORAGE (Storage)  Add value: STRG-WTR (Water Storage)	Water Rights
Type of Use	Remove value: STORAGE (Storage)  Add value: STRG-WTR (Water Storage)	Water Rights
<b>ADDENDUMS</b>		
Listing Contract Addendum (Long)	Recommend replacing the Long Addendum with a new: - Withdrawal Addendum - Cancellation/Termination Addendum	Long Addendum
Listing Contract Addendum (Short)	Recommend: - Renaming the Short Addendum to "Listing Contract Addendum" - Removing the "Comparable Data" section - Adding section headers to better separate the Expiration Date, List Price or Other Changes portions of the document.	Short Addendum
<b>REPORTS</b>		
Comparison Report	Remove Owner Name field from report.	ALL
<b>BUSINESS RULES</b>		
Status Change EXP to ACT	A pop-up warning message will appear when an EXP status listing is changed to ACT status, asking user to confirm that the listing should be in ACT status.	ALL
Status Change to PEN/POP	When changing a listing to PEN or POP status, the following fields will no longer be available:  Selling Broker Code SPID Selling Agent Selling Agent Name	ALL
Status Change Screen	Property address will display on screen, so user can see which listing is being modified.	ALL
Additional Room Descriptions 1-6	When a room description is selected, the room level field will become required.	RES, Amenities

## OREGON AND WASHINGTON LISTING CONTRACT

Overall layout and design	In addition to language changes, it was approved to 1) Re-order sections in a more logical order in order to facilitate discussion between Seller's Agent and Seller(s). 2) Increase font size to 12 3) Increase margins 4) Provide more length and space to fields within the signature section 5) Add row numbers to the contracts	OR/WA Contracts
Oregon Listing Contract - Name	The Oregon Listing Contract to will be renamed to "Oregon Exclusive Right to Sell - Listing Contract"	OR Contract
Reference: PRINCIPAL BROKER	Change "PRINCIPAL BROKER" to "BROKER'S FIRM" where applicable.	OR Contract
Section: Terms	Change language "...effective when <b>fully signed by all parties</b> , and shall terminate..."	WA Contract
Section: Agency	Replace existing language with that of the Agency/Dual Agency language from the Washington listing contact excluding the sentences regarding subagents and dual agency and other general language edits.	OR Contract
Section: Exclusive Right to Sell	Change language "...SELLER further allows BROKER's FIRM a reasonable time after termination <b>or expiration</b> of this Agreement to close any transaction on which earnest money, <b>has been paid, or a promissory note for earnest money has been tendered is then deposited.</b> ..."	OR/WA Contracts
Section: Services; Authority	Change language "... (g) accept deposits on SELLER'S behalf. PRINCIPAL BROKER is authorized to cooperate with other brokers and to <b>divide share</b> with such other brokers any commissions or compensation payable under <b>the this</b> Agreement; and (h) communicate with SELLER by telephone, facsimile, e-mail, and /or other electronic means even after the term of this <b>Listing Agreement.</b> ..."	OR/WA Contracts
Section: Services; Authority	Add the following language: "...Tenant occupancy - if tenant(s) occupies property, and authority from the tenant(s) is required for BROKER's FIRM to do any of the items listed in Section 9, SELLER shall obtain such authority from tenant(s). "	OR/WA Contracts



<p>Section: Right to Compensation</p>	<p>Recommended to replace existing section language in Oregon Listing Contract with section language found in the Washington Listing Contract in addition to the following edits:</p> <p>"In consideration for the services herein described, SELLER shall pay BROKER's FIRM the brokerage fee set forth in Section 16 below if BROKER's FIRM or any cooperating broker, including, but not limited to, a buyer's broker:</p> <p>(a) finds a buyer ready <del>and</del>, willing, and able to purchase the Property for the price and terms set forth in the attached RMLS™ Listing Data Input Form or such other price and terms as SELLER may accept; or (b) places SELLER in contact with a person to whom SELLER sells the Property during the term of this Agreement or within _____ (_____) days after termination of this Agreement.</p> <p>In any event, SELLER shall pay the <del>compensation sum</del> set forth in Section 16 below to BROKER's FIRM if SELLER cancels the authority hereby given or if SELLER sells or agrees to sell the Property during the term of this Agreement or any extension or renewal hereof. Section 3(b) above shall not apply if, following the termination of this Agreement, SELLER lists the Property for sale with another duly licensed real estate broker and if the application of such section(s) would result in SELLER's liability for more than one brokerage fee. The term "sale" shall include any exchange or trade to which SELLER consents. In the event of an exchange, trade or lease option, BROKER's FIRM is permitted to represent and receive compensation from both parties.</p>	<p>OR/WA Contracts</p>
<p>NEW Section: Required Detectors.</p>	<p>Add the following language for Oregon:</p> <p>"Oregon Real Estate laws require SELLER to install an approved SMOKE DETECTOR(s) and approved CARBON MONOXIDE DETECTOR(s) in the building(s) located on the Property. SELLER will install approved smoke detector(s) and approved carbon monoxide detector(s) in the building(s) located on the Property, as required by law."</p> <p>Add the following language for Washington:</p> <p>"Before closing of any transaction, SELLER will install an approved smoke detector and approved carbon monoxide detector(s) in the building(s) located on the Property, as required by law."</p>	<p>OR/WA Contracts</p>

<p>Section: Seller's Representations and Warranties</p>	<p>Change language in Oregon as follows:  "6. SELLER'S Representation and Warranties. SELLER hereby represents and warrants to PRINCIPAL BROKER: (a) that the undersigned SELLER has full authority to enter into this Agreement and to convey marketable title to the Property to a buyer; <del>(b) that SELLER has will completed the Disclosure Statement referred to in Section 11, if any, and that it is accurately based upon SELLER'S personal knowledge and information, and PRINCIPAL BROKER has not made any statement, representation, warranty, investigation, test, or other inquiry into the accuracy or adequacy of SELLER'S disclosures;</del> <del>(eb) the information on the attached Listing Data Input Form is correct and complete; and (dc) as of the date(s) of the closing of the sale of the Property and transfer of possession, all aspects of the Property will be in substantially their present condition and free of material defects, except as disclosed in the sale agreement or Seller's Property Disclosure Statement. writing to PRINCIPAL BROKER; and (e) before closing of any transaction, SELLER will install an approved smoke detector and approved carbon monoxide detector(s) in the building(s) located on the Property, as required by law."</del></p>	<p>OR Contract</p>
<p>Section: Seller's Representations and Warranties</p>	<p>Change language in Washington as follows:  "SELLER hereby agrees and warrants to BROKER and BROKER's FIRM: (a) that the undersigned SELLER has full authority to enter into this Agreement and to convey marketable title to the Property to a buyer; <del>(b) that SELLER has completed the Disclosure Statement referred to in Section 11, if any, accurately based upon SELLER's personal knowledge and information; and neither BROKER nor anyone in BROKER's FIRM has made any statement, representation, warranty, investigation, test or other inquiry into the accuracy or adequacy of SELLER's disclosures;</del> <del>(eb) the information on the attached Listing Data Input Form is correct and complete; (dc) as of the date(s) of the closing of the sale of the Property and transfer of possession, all aspects of the Property will be in substantially their present condition and free of material defects, except as disclosed in the sale agreement or Real Property Transfer Disclosure Statement writing to BROKER's FIRM;</del> <del>(d) before closing of any transaction, SELLER will install an approved smoke detector and approved carbon monoxide detector(s) in the building(s) located on the Property, as required by law;</del> and <del>(fd) SELLER acknowledges that it is a violation of RCW 9.73.030 to intercept or record conversations</del></p>	<p>WA Contract</p>

	of persons in the Property without first obtaining their consent."	
Section: Compliance with Law	<p>Change language in Oregon as follows: "SELLER shall comply with all laws relating to the Property and the sale thereof, including without limitation, the obligation to offer the Property for sale to any person without regard to <del>age</del>, race, color, religion, <del>gender</del>, <del>sex</del>, <del>disability</del>, <del>handicap</del>, marital status, familial status, <del>sexual orientation</del>, <del>gender identity</del>, <del>legal source of income</del>, or national origin."</p> <p>Change language in Washington as follows: "SELLER shall comply with all laws relating to the Property and the sale thereof, including without limitation, the obligation to offer the Property for sale to any person without regard to <del>age</del>, race, color, religion, <del>gender</del>, <del>sex</del>, <del>disability</del>, <del>handicap</del>, marital status, familial status, <del>sexual orientation</del>, <del>gender identity</del>, <del>legal source of income</del>, <del>domestic violence victim</del>, <del>military status</del> or national origin."</p>	OR/WA Contracts
Section: Disclosure Statement	<p>Change section header in Oregon to: Seller's Property Disclosure Statement</p> <p>Change section header in Washington to: Real Property Transfer Disclosure Statement</p>	OR/WA Contracts
Section: Brokerage Fee	<p>Recommend the following changes:</p> <p>1) Move "List Price \$_____." into its own new section <i>List Price</i>.</p> <p>2) Move "In the event of forfeiture of earnest money for any transaction relating to this listing service agreement, the earnest money shall be disbursed as follows: SELLER _____% BROKER's FIRM _____% OR _____ (check if applicable) to BROKER's FIRM to the extent of the brokerage fee, with balance to SELLER. " into its own new section <i>Disbursement</i>.</p>	OR/WA Contracts
Section: Brokerage Fee	Change the language "...for any transaction relating to this <del>listing service a</del> Agreement, the earnest..."	OR/WA Contracts
Section: Insufficient Proceeds	<p>Add the Washington Section: Insufficient Proceeds language to Oregon:</p> <p>"If the proceeds from the sale of the Property are insufficient to cover costs at closing, SELLER acknowledges that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the Property for less than the amount owed, does not automatically relieve SELLER of the obligation to pay any debt or costs remaining at closing, including fees such as the BROKER's FIRM's commission."</p>	OR Contract

<b>RULES AND REGULATIONS</b>		
RMLS™ Rules and Regulations	Change Section 3.21 as follows: <i>RMLS™ Lockbox System. RMLS™ shall provide a lockbox system to active Subscribers legally eligible for RMLS™ access for the purpose of legitimate real estate business subject to their execution of a user agreement. This agreement shall provide that lockbox access devices may not be used under any circumstances by anyone other than the lockbox system user. The only exception is where the Listing Broker provides a code to a specific user <b>with owner permission</b>. The lockbox system shall be provided by a recognized lockbox vendor and it shall comply with current NAR® security requirements.</i>	Rules and Regulations
<b>RMLSWEB</b>		
RMLSweb Report Footer	Add the following language to the report footer on RMLSweb: "Some listed property include or contain audio and/or recording devices."	RMLSweb Footer Text
RMLS™ Office Registration Forms – Washington Real Estate Offices	All real estate offices in Washington will be required to provide an 'Office Email'.	Washington RE Office