

# MLS & Rules Committee

## MEETING MINUTES

October 19, 2018  
10:00am

Chairperson Tanya Kulaga called the meeting to order at 10:00am. Present were Tanya Kulaga, Bev Hill, Chris Earl, Lindsay Landis, Jake Forbes, John Evans, John Green, Mary Jones & Nicholas Lerner. President Elect Greta-Carter Wilson was present for observation.

Meeting Minutes from October 5, 2018 were reviewed. After review, **it was moved to accept the minutes from the previous meeting; seconded and passed.**

<u>MLS &amp; RULES</u>	
<i>Tanya Kulaga, Chairperson</i>	<i>HRE</i>
<i>Erin Morgan, Vice-Chairperson</i>	<i>McGrew</i>
Bev Hill	KWI
Cheri Drake	McGrew
Cheryl Puentes	McGrew
Chris Earl	Stephens
Diane Kennedy	McGrew
Drew Deck	RN Pref
Lindsay Landis	HRE
Jake Forbes	Signal Oak
John Evans	KWI
John Green	CB G&B
Mary Jones	McGrew
Nicholas Lerner	McGrew
Shelly Doris	Stephens
Toby Gallegos	KWI

The Committee received the updated red-line version of the LBOR Contract and continued discussion.

- **It was moved to adopt the suggested Occupants Other Than Seller paragraph as shown, seconded and passed.**

Check if the property is currently leased.

If the property is currently leased, on or before \_\_\_\_\_(date), SELLER shall furnish BUYER with copies of all leases, and records of ~~advance~~ all received rents and deposits paid. ~~on or before \_\_\_\_\_(date).~~ Buyer shall have three (3) calendar days from receipt of all leases and records of all received rents and deposits to CANCEL THIS CONTRACT by delivering written notice to SELLER of BUYER's intent to cancel in the form of a written contract cancellation agreement and, upon execution of the agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void. SELLER shall deliver and assign to BUYER all original leases on Closing Date. Advance rents, deposits and prorated rents will be credited to BUYER at Closing. BUYER shall assume all obligations under the leases, and indemnify and hold the SELLER harmless with respect to the BUYER'S performance under such leases.

- **It was moved to update language in paragraph 21/18 as shown; seconded and passed.**

UTILITIES: BUYER agrees to have all utilities changed to BUYER'S name as of the Closing Date, and further agrees that SELLER is entitled to all utility deposits made by SELLER in relation to the operation of the Property. SELLER  WILL, or  WILL NOT will keep water, gas, and electric services on until the date of closing, **unless otherwise agreed.** SELLER will pay all utility charges up through Closing Date. Final readings to be promptly requested by SELLER.

- **It was moved to update language in paragraph 12/9 as shown: seconded and passed.**

HOME WARRANTIES AND HAZARD INSURANCE:

a. BUYER'S WARRANTY PLAN (Check if applicable):  SELLER or  BUYER, at a cost not to exceed \$\_\_\_\_\_ (**amount not to include additional costs for SELLER'S coverage**), agrees to purchase a homebuyer's warranty plan from \_\_\_\_\_ to be paid at closing. This plan is a limited service contract covering repair or replacement of the working components of the Property for **a minimum of one (1)** year from the Closing Date subject to a per claim deductible of \$ \_\_\_\_\_. The (*Check one*)  Listing Agent  Selling Agent shall be responsible for making arrangements for the warranty plan and submitting required documentation to the settlement agent prior to closing and may receive a fee from the warranty provider

- **It was moved to table discussion on a certification option for the contract; seconded and passed.**

Next Meeting Scheduled for Monday, October 29th at 10:00am

Meeting was adjourned at 11:30am.

Respectfully submitted,

Rob Hulse  
Executive Officer

Leah Kohlman  
MLS Coordinator