



NAR SETTLEMENT

UPDATE

Strategies for Success

August 1, 2024



ACTUALIZACIÓN DEL

ACUERDO DE NAR

Estrategias para el éxito

1 de agosto de 2024



“We didn’t create the new rules, but we will create a path forward & navigate what has been given to us.”





“**No creamos las nuevas reglas, pero crearemos un camino a seguir y navegaremos según lo que se nos ha dado.**”





Listing Compensation vs Buyer Compensation

What Was:

Listing agents at time of listing may have negotiated total fee (listing & buy side)

What is Now

At time of listing- listing agent will only negotiate the listing side fee

- May negotiate additional fee for unrepresented buyer
- Should educate seller about potential request for concessions or compensation



Compensación por publicación vs. Compensación del comprador

¿Qué fue?:

Los agentes de cotización al momento de la cotización pueden haber negociado una tarifa total (cotización y lado comprador)

¿Qué es ahora?

En el momento de la cotización, el agente de cotización solo negociará la tarifa lateral de cotización.

Se puede negociar una tarifa adicional para el comprador no representado.

- Debe informar al vendedor sobre una posible solicitud de concesiones o compensación.



Strategy 1

- Negotiate your Compensation as listing agent 1st.
- Negotiate Additional Compensation if there is an Unrepresented buyer in the deal

5. **LISTING BROKER COMPENSATION.** Broker will earn compensation (“**Listing Broker Compensation**”) when a sale of the Property has been completed, regardless of who has found the buyer (“**Buyer**”). Listing Broker Compensation shall be paid by Seller, in U.S. funds, at the time of, and as a condition of, sale completion. This Agreement shall serve as escrow instructions. Listing Broker Compensation is (*check only one*):

- ☐ Exactly \$_____ ; or
- ☐ _____% of the gross purchase price of the Property, as reflected on the final settlement statement; or
- ☐ Other: _____

Unrepresented Buyer. If Buyer is not represented by a broker (“**Buyer’s Broker**”), then Broker (eXp) assumes additional liability and paperwork responsibilities. In this scenario, Broker (eXp) will not represent Buyer, but will facilitate the completion of necessary forms and ensure fair treatment of all parties. In this situation, the Listing Broker Compensation shall be exactly \$_____ ; or _____% of the gross purchase price of the Property, as reflected on the final settlement statement.



Estrategia 1

- Negocie su compensación como agente de cotización primero.
- Negociar una compensación adicional si hay un comprador no representado en el trato

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Strategy 2

Seller strategy session for compensation to a buyer broker and/or concessions
- if the seller is committed and wants clarity use section 21 to offer an amount

Notice: Seller Concessions are not required or fixed by law. The amount of any Seller Concession is fully negotiable.

6. SELLER CONCESSIONS. Buyer may request a concession from Seller ("**Seller Concession**") in the form of a credit, to be given to Buyer at close of escrow. This Seller Concession may be used to reduce Buyer's loan costs, title and escrow fees, Buyer's Broker fee, Property repair costs, and/or any other allowable Buyer costs and fees. The final amount of the Seller Concession must be determined in writing, whether in the purchase contract or in other applicable documentation. All Seller Concessions are negotiable.

21. ADDITIONAL TERMS AND CONDITIONS. (Reserved for additional terms as agreed upon)



Estrategia 2

Sesión de estrategia del vendedor para compensación a un corredor del comprador y/o concesiones
- Si el vendedor está comprometido y quiere claridad utilice la sección 21 para ofrecer un monto

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“Sometimes Buyers will need assistance financing their costs.”

The focus on the seller net sheet provides for a clear picture of the business decision in selling.



**“A veces los compradores
necesitarán ayuda para financiar
sus costos”.**

El enfoque en el balance neto del vendedor proporciona una imagen clara de la decisión comercial al vender.

X It's ALL About NET

- Provide a net sheet with scenarios at time of listing
- Best practice will be to provide a net sheet to any seller for any/all offers received.
- Multiple offers, show the spreadsheet differential
- Concession, credit or compensation paid directly, what is the final number that makes sense to a seller?



X Todo es cuestión de NET

- Proporcionar una hoja de red con escenarios al momento de la cotización
- La mejor práctica será proporcionar una hoja neta a cualquier vendedor para todas y cada una de las ofertas recibidas.
- Ofertas múltiples, muestra el diferencial de la hoja de cálculo
- Concesión, crédito o compensación pagada directamente, ¿cuál es el número final que tiene sentido para un vendedor?





ADVERTISING

Where to advertise offer of compensation.

No MLS - "must have 2 clicks away from the MLS"

What does your seller want?

Best practice, get seller instruction IN WRITING



Option 1

Buyer to write everything in offer

Option 2

Offer compensation via Seller Direct Pay





PUBLICIDAD

Dónde anunciar oferta de compensación.

Sin MLS - "debe estar a 2 clics del MLS"

¿Qué quiere tu vendedor?

**Mejor práctica: obtener instrucciones del vendedor
POR ESCRITO**



Opción 1

El comprador debe escribir todo en la oferta.

Opción 2

Ofrecer compensación a través de Pago directo al vendedor





Direct Compensation from Seller

DIRECT COMPENSATION FROM SELLER



1. **PROPERTY ADDRESS AND/OR TAX PARCEL NUMBER(S).** _____ (the "**Property**").
2. **COMPENSATION AGREEMENT.** The undersigned seller ("**Seller**") agrees to compensate the undersigned real estate brokerage company ("**Buyer's Broker**") for its procurement of the buyer ("**Buyer**") of the Property. Compensation shall only become due and payable upon completion of any transaction between Seller and Buyer concerning the Property. Compensation shall be in U.S. currency and paid at the time, and as a condition, of closing. This agreement shall act as escrow instructions for Seller's payment of compensation to Buyer's Broker. This Section 2 shall survive the expiration or cancellation of this agreement. The compensation is (*check only one*):

☐ _____% of the gross purchase price of the Property (as reflected on the final settlement statement); or

☐ Exactly \$_____.

Compensation is not set by law and is fully negotiable.

- 3. **LENGTH OF AGREEMENT.** This agreement shall begin on the date last signed by Seller and Buyer's Broker, and will automatically end on _____ (at 11:59 p.m.), or upon the completion or termination of any then-pending transaction between Seller and Buyer concerning the Property, whichever is later.
- 4. **NO SELLER AGENCY.** This agreement is a compensation agreement only. Seller acknowledges that no agency relationship between Seller and Buyer's Broker is established by this agreement.
- 5. **ADDITIONAL TERMS.** _____



Compensación directa del vendedor

DIRECT COMPENSATION FROM SELLER



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REPRESENTING A BUYER ON MY LISTING

Do you want to?

Did the seller give permission?

Buyer Broker is **NOT** required when showing your own listing or at an open house

It is **REQUIRED** if you expect to be paid for representation of the buyer





REPRESENTANDO A UN COMPRADOR EN MI LISTADO

¿Quieres?

¿El vendedor dio permiso?

No se requiere un agente del comprador cuando se muestra su propio listado o en una jornada de puertas abiertas

Es REQUERIDO si espera que se le pague por la representación del comprador.





BUYER SERVICES

Best Scripts.....



Internet Search & MLS Auto send
No Buyer Broker Needed



The First Showing
Need Single Property, perhaps
non-exclusive



Non Exclusive
Set buyer for success on your
value & what you bring to the
transaction



Exclusive
Defines time period, property
type and set fee for service.



SERVICIOS AL COMPRADOR

**Los mejores
guiones.....**



Búsqueda en Internet y envío automático de MLS

No se necesita intermediario del comprador



La primera proyección

**Necesita una propiedad
individual, quizás no exclusiva**



No exclusivo

**Establezca el éxito del comprador
en función de su valor y de lo que
aporta a la transacción**



Exclusivo

**Define el período de tiempo, el tipo de
propiedad y establece la tarifa por el
servicio.**



Speaking on Agency & How we work

*In our state you get to choose
your agent & I must outline how
we work together.*

*Until you do, please make sure not
to share anything that may be
used against you in a negotiation*





Hablando sobre la Agencia y cómo trabajamos

En nuestro estado, usted puede elegir a su agente y debo explicarle cómo trabajamos juntos. Hasta que lo hagas, asegúrate de no compartir nada que pueda usarse en tu contra en una negociación.





Giving Options for First Time, FHA or VA Buyers

**We have 2 options to
leverage the seller in
your purchase for all
fees, including my
buyer broker fee.**

**Authorize me to
contact them
directly for
compensation
agreement**

**Negotiate
Strategically in
the Contract for
Concessions**



Dando opciones para compradores primerizos, FHA o VA

**Tenemos 2 opciones para
aprovechar al vendedor en
su compra por todos los
honorarios, incluyendo mi
tarifa de agente del
comprador.**

**Autorízame a
contactarlos
directamente
para un acuerdo
de compensación.**

**Negociar
estratégicamente
en el contrato de
concesiones**



**Can I amend my
Buyer Broker?**

**YES, in
writing**

****Best Practice is prior to showing the property**



**¿Puedo modificar mi
Broker de
Comprador?**

**Sí, por
escrito**

****La mejor práctica es antes de mostrar la propiedad.**



What can YOU eXpect from Us

Localized Custom Forms

Listing Tool Kit Enhancements

Buyer Tool Kit Enhancements

Local & National Training

***We are focused to help you grow your
business, successfully transition &
provide tools thru out this process***



**¿Qué
puede
USTED
esperar de
nosotros?**

**Mejoras en el kit de herramientas
de listado de formularios
personalizados localizados**

**Mejoras en el kit de herramientas
del comprador Capacitación local
y nacional**

*Nos enfocamos en ayudarlo a hacer crecer su
negocio, realizar una transición exitosa y
brindarle herramientas durante este proceso.*

THANK YOU

FOR COMING

GRACIAS

PARA VENIR