

MICHIGAN REALTORS®



BROKER SUMMIT

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Legal Best Practices for Brokerages



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Working With FSBO Sellers

Paying the Buyer's Broker

- **A dual agency agreement is not always needed!**
- Buyer's agents should start by reviewing their own buyer-agency contract.
 - Some buyer-agency contracts require the buyer to pay a stated commission to the buyer's broker.
 - If this is the case, the buyer's broker does not need a contract with the FSBO seller.
 - The buyer can simply include a provision in the purchase agreement requiring the seller to pay the buyer's broker on the buyer's behalf.



Paying the Buyer's Broker

- The only time a commission obligation should be dealt with in the purchase agreement is when the buyer is obligated to pay the buyer's broker and the buyer wants to pass on that obligation to the seller.
- The seller's contractual obligation is to the buyer who IS party to the purchase contract (and who, in turn, is contractually obligated to the buyer's broker via buyer broker contract).

One-Party Commission Agreement

- If the buyer is not contractually obligated to pay the buyer's broker, then the buyer's broker will want the seller to agree to pay a commission if their buyer client purchases the home.
- This will require a separate contract between the seller and the buyer's broker.
- It is not necessary to create an agency relationship with the seller.
- The seller can acknowledge that the buyer's agent is only representing the buyer but agree to pay the buyer's broker a commission in the event of a successful sale.
 - This is referred to as a **One-Party Commission Agreement** (rather than a One-Party Listing Agreement).



One-Party Listing Agreement

- A Realtor® can certainly use a One-Party Listing Agreement in this scenario.
- But, the Realtor® must then act as a consensual dual agent.
- Most Realtors® (and all lawyers) would agree that a single agency arrangement is far less risky than a dual agency arrangement.



Agency Disclosure Law

- Realtors® need to make sure that, from the very beginning, everyone in the transaction understands the agency relationships involved.
- Under Michigan law, agency disclosure must take place “prior to the disclosure of any confidential information.”
- If a buyer’s agent will be talking directly to the sellers about the sale of their home, the buyer’s agent should make this disclosure very early in the conversation.
- **Once agency status is established, a Realtor® must be very careful to work within that framework.**



Creating an Agency Relationship

- **FSBO sellers should be encouraged to hire an attorney to assist them in negotiating a purchase agreement and closing the sale.**
- If the FSBO seller chooses not to have an attorney, then the Realtor® must be very careful when interacting directly with the seller so as not to create the appearance of an agency relationship.
- If, through their interactions, a seller comes to believe that the buyer's agent is representing the seller's interests, the buyer's agent maybe have (inadvertently) created an agency relationship with that seller.
- Remember...a nonconsensual dual agency situation means the buyer's broker will forfeit its right to a commission.



Presenting an Offer to a FSBO Seller

- When presenting an offer to a FSBO seller, a buyer's agent should **NEVER** advise the seller as to the wisdom or reasonableness of a particular provision.
- A FSBO seller should **NEVER** be told that a particular clause is "just boilerplate" or that something "is always done this way."
- The statements may be deemed misleading and overreaching where the seller is unrepresented.



Dealing with a FSBO Seller's Response to an Offer

- What if the FSBO seller wants the buyer's agent to prepare a counteroffer? Or an addendum dealing with post-closing occupancy, etc.?
- The farther you stray from the "standard" form, the more difficult it will be to prepare clauses dictated by the seller without appearing to be working for the seller.
- In many instances, it may be advisable to take the seller's verbal requests back to your buyer-client and use that information to prepare a new offer on behalf of your buyer-client.
- Using this approach may make it more readily apparent that you are preparing the revised offer as the buyer's representative.



Final Thoughts

- Realtors® working with FSBOs often express frustration that they are doing the work of two agents. The simple fact is that the transaction must move along.
- Realtors® working with FSBO sellers should assist the seller ministerial matters only!
- While it is perfectly appropriate for a buyer's agent to order title insurance on the seller's behalf, it is not appropriate, for example, for the buyer's agent to advise the seller as to an inspection contingency or seller's disclosure requirements.



Advertising in the Name of the Brokerage

The Minimum Standard

Under the advertising rules that have been in place for decades, all real estate advertising must include:

1. The licensed name of the employing broker.

- Must use the name on file with the Department of Licensing and Regulatory Affairs (“the Department”).
- The broker’s logo or franchise name is not sufficient.
- They can use a Broker’s assumed name (as long as the assumed name is on file w/ Dept).

2. The broker’s telephone number or address.



Compliance Standards

- As of January 1, 2018, in **ANY and ALL** real estate advertising, the type size used for the employing brokerage's name **must be at least as large** as the type size used for the individual licensee's or team name.



Broker Supervision Over Advertising

MCL 339.2512e(3)

(3) Except as provided in subsection (2) or (4), a real estate salesperson or an associate broker shall only advertise to buy, sell, exchange, rent, lease, or mortgage real property or a business opportunity under the supervision of, and in the business name of, his or her employing broker. Any advertisement displayed or published on or after January 1, 2018, that includes the name of an associate broker, a salesperson, or a cooperating group of associate brokers or salespersons employed by the same real estate broker, shall include all of the following:

(a) The telephone number or street address of the employing broker.

(b) The business name of the employing broker, in equal or greater type size than the name of the associate broker, salesperson, or cooperating group

The Corporate Shield

- One of the most common risk reduction techniques in operating a real estate brokerage firm is to organize the firm as one of the following:
 1. Corporation; or as
 2. Limited liability company.
- The owner, as a shareholder (in a corporation), or as a member (in an LLC), will **not be liable** for the obligations owed by the entity (i.e. the corporation or LLC).



Example – Corporate Shield

- Michigan courts typically treat corporations as being **legally distinct** from their shareholders – even if the shareholder is the sole owner (the same is true for LLC's).

- **Example:**

Mary Smith operates Smith Realty through a d/b/a she filed with the county in which she resides. Smith Realty operates out of an office which it leases from Jim Brown. As times become difficult, Smith Realty fails to make lease payments to Jim Brown. Jim Brown sues Mary Smith **and** Smith Realty for damages due to Smith Realty's failure to pay under the terms of the lease. Here, Mary Smith will be **personally liable** for the lease obligation (because she is operating as a d/b/a and remains personally liable for the obligations of her business).



Piercing the Corporate Veil

- There are certain situations that will allow an individual to **ignore the entity** and bring suit against an individual and/or owners of the company (Piercing the corporate veil).
- As a general rule, “piercing the corporate veil” is permitted where there is evidence of **fraud, illegality or injustice.**



Don't Drop the Veil

- A common situation occurs when a salesperson or team does **not advertise in the name of the company**.
 - Licensees/teams who do not identify their employing broker.
 - Teams identify themselves using the words “group” or “company”.
- My team could be held **personally liable** for any judgment that arises out of my team's business.
- Brokers must supervise agents' advertising! It should be clear that the agent or team is part of the real estate company (and not a separate legal entity).



Prioritizing Offers – Pick Me!

PICK ME!

- In these days of multiple offers, many buyer's agents are trying to come up with creative ways to increase the chances that their clients' offer will be the chosen one...



Waiving the Inspection Contingency

- A buyer who waives an inspection contingency may end up with a home that needs repairs (\$\$\$).
- Over the years, Michigan courts have thrown out a number of cases against sellers on the theory that had the buyer bothered to get a competent inspection, the defect would have been discovered.
- Buyers who cannot recover against the seller may turn their attention to their own agent..



Inspection Contingency Alternative #1

- Buyers could limit the right to terminate only to situations where there is a **major defect**...

Buyer's offer is contingent upon a satisfactory inspection at Buyer's expense within _____ days; provided, however, that Buyer may not terminate this Agreement based on the results of the inspection unless it reveals a single defect the estimated repair cost for which is in excess of \$_____.



Inspection Contingency Alternative #2

- Buyers forgoes their right to request seller concessions based upon the results of the inspection...

Buyer's offer is contingent upon a satisfactory inspection at Buyer's expense within ____ days. Upon receipt of the inspection, Buyer shall have the following two options only: (a) terminate this Agreement in writing; or (b) proceed to close pursuant to the terms hereof. Failure to terminate this Agreement in writing within the stated timeframe shall constitute a waiver of this contingency.



Inspection Contingency Alternative #3

- Buyers could agree to forfeit their earnest money deposit in the event that the inspection results were unsatisfactory...

Buyer's offer is contingent upon a satisfactory inspection at Buyer's expense within ____ days. If the inspection reports are not satisfactory, Buyer may terminate this Agreement by providing written notice to Seller within said timeframe, in which case the earnest money deposit shall be released to Seller and neither party shall have any future rights or obligations hereunder.



Appraisal Guarantees

- One common technique is to offer an “appraisal guaranty” in which the buyer agrees to cover all or some of the shortfall in the event the appraisal comes in lower than the sale price.



Purchase Agreement Price

\$300,000



Appraisal Gap

\$25,000



Appraised Value

\$275,000



Appraisal Guarantees

- Many purchase agreement forms do not actually contain an appraisal contingency clause...
- If the purchase agreement does not contain an appraisal contingency, then the results of an appraisal will only stop the transaction it prevents a financing contingency.
- It may be necessary to include an appraisal contingency in order to provide an “appraisal guarantee”.

Notwithstanding any other provisions herein, this Agreement is contingent upon the Property being appraised at a value equal to or higher than (select one):

(a) ☐ the sale price

(b) ☐ \$_____ (lower appraised value that the buyer selects).



Appraisal Guarantees

- There is a misconception that if the difference between the appraisal amount and the purchase price exceeds the appraisal guarantee amount...then the seller is required to sell at the lower price.
- This is not true (unless the purchase agreement expressly provides for that price reduction).
- Absent specific language in the purchase agreement, the buyer's only recourse would be to either:
 1. Terminate the agreement; or
 2. Agree to pay the higher difference.



Bonus to the Listing Agent?

Are there problems with offering a “bonus” to a listing agent?

1. It is arguably a breach of fiduciary duty for a listing agent to try to encourage a seller-client to accept a particular offer because it would result in a **benefit to the listing agent**;
2. Under the Code of Ethics, a listing Realtor® has an ethical obligation to **present all offers “objectively”**;
3. Occupational Code prohibits a salesperson from accepting a commission from **anyone other than his own broker**.



Bonus to the Listing Agent?

- As an alternative...
- The buyer's agent could enhance his/her client's offer by offering a commission rebate to the seller.
- DLARA has taken the position that **payment by a licensee directly to a buyer or seller** is not an illegal referral fee.



Nonrefundable EMD

- If the purchase agreement simply says that the EMD is “nonrefundable”, the assumption is that it is nonrefundable in **all instances**.
- Remember that today’s courts tend to enforce time deadlines in contracts strictly.
- If a buyer agrees to a sizable nonrefundable deposit (and for some reason the loan process is delayed beyond the agreed-upon closing date) the seller may try to declare the purchase agreement terminated and the deposit forfeited.



Submitting Simultaneous Offers

- Buyers could find themselves contractually obligated to purchase more than one home.
- Buyers might assume that if the worst happens, they end up with two homes and they'll be able to quickly resell one of them.
- The damages for breach of contract are typically the difference between the actual value of the home and the agreed-upon purchase price.



A Safer Approach?

- Buyer could offer to assume some of the seller's closing costs.
- Example: A buyer who wants to prepare an offer that stands out from other offers could agree to pay some (or all) of:
 - Seller's listing commission obligation;
 - State/local transfer taxes; and/or
 - Owner's title insurance policy.



ACKNOWLEDGMENT AND RELEASE

Buyer(s): _____

Broker: _____

Agent: _____

Property Address: _____

In an attempt to submit an offer that is more attractive to the seller(s), we have instructed our Realtor® to do one or more of the following:

- ☐ Not to include an inspection contingency in our purchase agreement. We understand that an inspection is customary and that by waiving an inspection we may be purchasing a home that requires costly repairs.
- ☐ To provide that our earnest money deposit will be nonrefundable. We understand that this means that we will forfeit these funds if we are unable to close by the agreed-upon date.
- ☐ To include a provision whereby we agree to cover any shortfall between the sale price and the appraised value of the home up to a stated amount. We understand that this means that we may be paying more for our home than it is currently worth.

In any of these events, we knowingly accept the risk(s) involved and hereby release Broker and Agent from any and all liability or responsibility for any adverse consequences that may result from our decisions.

This acknowledgment and release will also apply to any offers on other properties that we may submit through the Broker/Agent.

Buyer's Signature

Buyer's Signature

- Waive the inspection contingency.
- Offer a nonrefundable earnest money deposit.
- Cover the appraisal gap (between the purchase price and the appraised value).



Escalation Clauses

What is an Escalation Clause?

- An escalation clause is language in an offer to purchase real estate where the buyer agrees to pay certain amount above any other competing offer.
- Example – “Buyer will \$5000 higher than any bona fide competing offer.”



Triggering an Escalation Clause

- All offers are not the same!
- High offer with contingencies? Requires seller concessions? Lower offer, but all cash? Is it a bona fide offer? ***What's the genuinely better offer?***
- Ideally, an escalation clause should only be triggered by a genuinely better offer.



How Does an Escalation Clause Work?

- If the seller notifies the buyer in writing of the new price as calculated per the escalation clause, is that an acceptance? Or a counteroffer?
- Is the buyer **already contractually bound** to pay the “escalated purchase price” or is the buyer only contractually bound if they sign an addendum agreeing to pay the escalated price?



EXAMPLE

A seller is presented with an offer at a stated purchase price of \$350,000, and another offer that includes a \$1000 escalation provision. Should the seller accept the offer for \$350,000? Or use the escalation clause to increase the price to \$351,000?



Competing Escalation Clauses

- Do the competing escalation clauses cancel each other?
- Can the seller use the two escalation clauses back and forth increasing the price each time until the highest cap is reached?
- What if neither escalation clause has a cap?



Including a Cap

- There is obvious risk for a buyer who does not include an escalation cap.
- On the other hand, buyers cannot include an escalation cap without disclosing their maximum price.
- Isn't a savvy seller going to simply counter at the escalation cap amount?



Sample Escalation Addendum

- The escalation addendum is designed to help both buyers and sellers, and their respective agents, walk through the various issues that should be considered when including an escalation clause in a purchase agreement.
- Brokerage firms may wish to make uniform decisions on these choices and revise the language in the addendum accordingly.



EXHIBIT A

ESCALATION ADDENDUM

This Addendum is attached and made part of the Purchase Agreement dated _____, covering the property located at _____.

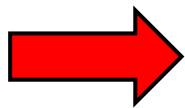
1. In the event that Seller receives a bona fide offer to purchase the above property (the "Property") at a price higher than the price contained in Buyer's offer, then Buyer will escalate the Purchase Price and pay \$_____ above such bona fide offer, less any and all seller-paid closing costs or concessions. If this escalation provision is invoked, Seller agrees to notify Buyer in writing as to the Escalated Purchase Price amount which notice shall include a copy of the competing bona fide offer.

Calculation of Escalated Purchase Price. Select all Applicable:

- ___ a. Cap on Escalated Purchase Price. The total Escalated Purchase Price shall not exceed \$_____.
- ___ b. Exclusion of Contingent Offers. A bona fide offer for purposes of Paragraph 1 above shall not include any offer that is contingent upon the sale of the buyer's home.
- ___ c. Exclusion of Other Escalation Offers. A bona fide offer for purposes of Paragraph 1 shall not include any offer containing an escalation clause. IF THIS PROVISION IS NOT SELECTED, A COMPETING OFFER WITH AN ESCALATION CLAUSE MAY RESULT IN MULTIPLE ESCALATIONS THAT ESCALATE TO THE BUYER'S CAP.
- ___ d. Appraisal Contingency. Buyer's obligation to purchase the Property at the Escalated Purchase Price is contingent upon the home appraising at or above the Escalated Purchase Price.

Buyer Signature

Buyer Signature



2. **Seller's Response.** Attached to this Addendum is a copy of the offer upon which the Escalated Purchase Price of \$ _____ has been calculated. **Select One:**

- _____ a. **Acceptance.** Seller hereby accepts Buyer's offer to purchase at the Escalated Purchase Price.
- _____ b. **Counteroffer.** Seller hereby offers to sell the Property at the Escalated Purchase Price set forth above, provided however, that unless and until such time as Buyer shall accept this offer by acceptance and physical delivery of this Addendum, Buyer acknowledges and agrees that Seller shall be free at all times to accept any other offer(s) on the Property and, further, that Buyer's acceptance and physical delivery of this Addendum shall be made not later than _____ at _____ (a.m. or p.m.) or Seller's counteroffer shall be irrevocably withdrawn and of no further force and effect.

Seller Signature

Seller Signature

Print Name

Print Name

Date

Date

3. **Buyer's Response.** Signature of Buyer below is required ONLY in the event subparagraph 2.b. above is selected. By signing below, Buyer accepts Seller's counteroffer and agrees to purchase the Property at the Escalated Purchase Price set forth above.

Buyer Signature

Buyer Signature

Print Name

Print Name

Date

Date

Promotional Incentives

Paying Referral Fees

- **Ask the question: “*Who is getting the cash or prize?*”**
 - If the answer is someone other than a potential buyer, then the promotion may be an illegal referral fee.
- **A Realtor® cannot give cash, merchandise, or other valuable consideration to an unlicensed person or entity, including payments to individuals who refer a buyer or seller to a Realtor®).**
 - **Yes:** Realtor® agrees to donate \$500 to a local church for every property listed and sold by him.
 - **No:** Realtor® agrees to donate \$500 to a local church for each member of the congregation who lists and sells their house through him.



Promotional Incentives

- The Michigan Lottery Statute prohibits the establishment or promotion of “any lottery or gift enterprise for money.”
- An illegal lottery is not only a violation of the Occupational Code but also a violation of a criminal statute (punishable by imprisonment of up to 2 years and a fine of up to \$1000).



Illegal Lotteries

A promotional activity will be deemed an **“Illegal Lottery”** if it contains the following elements:

1. Prize
2. Game of Chance
3. Consideration



Game Promotion

- A promotional activity will be permitted as a **“Game Promotion”** if it contains the following elements:
 1. Prize
 2. Game of Chance



What is Consideration?

- Interpreted very broadly.
- Not just a “quid pro quo” exchange.
- Both the Attorney General and the Michigan Supreme Court have determined that consideration exists when the person or business promoting the drawing gains some type of financial benefit from the method of entry.
- Court discretion over “financial benefit”.



What is Consideration?

Sproat-Temple Theatre v. Colonial Theatre

- A theater gave all patrons a ticket to enter a drawing. Patrons paid no additional consideration beyond the cost of the theater ticket.
- MI Sup Ct determined that this was an illegal lottery and consideration was present because the theater reaped a **financial benefit** from attracting persons who might not have attended had it not been for the drawing.

People v. Brundage

- MI Sup Ct found consideration where participants were not required to purchase items, but were only required to visit a store twice within a week (once to have a qualification card punched and once to attend a drawing).



Social Media & Consideration

- Does “liking” and “sharing” on social media amount to consideration?
- Does the contest’s entry method confer a **financial benefit** to the game promoter?
- Direct financial benefit? Maybe not. But...the contest might indirectly increase the likelihood of obtaining business.
- More you require = more consideration?



Real Estate Specific Statute

MCL 399.2511

- An incentive program is not permissible if it is being used to sell or promote a specific piece of real estate.
- Even if the incentive program does not involve consideration.
- Ex) Realtor® gives out a ticket for a drawing to everyone who attends the open house at 123 Main Street. This is prohibited.



To Summarize...

Referral Fees

- A Realtor® cannot give cash, merchandise, or other valuable consideration to an unlicensed person or entity that refers a buyer or seller to a Realtor®.

Lotteries/Raffles/Drawings

- Realtors® may conduct lotteries/raffles/drawings so long as there is no “consideration” required to participate.
- Consideration is interpreted very broadly by the Courts.
- Both lotteries and game promotions are prohibited if used to promote a specific piece of real estate.



Do We Have a Deal?

Consider this scenario...

- Realtor® A, a buyers' agent, presents an offer on behalf of her buyer-clients to Listing Realtor®. Listing Realtor® contacts Realtor® A and advises her that the offered price is significantly lower than what the sellers will accept. The two agents continue negotiating via text, and eventually the Listing Realtor® sends Realtor® A the following text: *"Good news. I have spoken to my clients and we have a deal."* Realtor® A passes on the good news to her buyer-clients. The next day, the Listing Realtor® advises Realtor® A that the sellers have changed their minds and have accepted another offer.



Consider this scenario...

- Agents in a situation such as this must remember that there is no “deal” unless and until the buyers and sellers **sign a purchase agreement.**
- Parties can agree to conduct business electronically, but that does not change the fact that contracts for the sale of real property **must be in writing and signed by the parties.**



Uniform Electronic Transaction Act (UETA)

- Under the UETA, Realtors® can arrange to have their clients sign a purchase agreement electronically.
- But the UETA does **not** authorize Realtors® to enter into a binding contract on behalf of their respective clients via text or email (any more than they can do so verbally).
- This true even if the Realtors®' negotiations are done with the knowledge and consent of both clients.



Can Texting/Emailing Create a Contract?

- What if the buyer(s) and seller(s) exchange emails or texts directly (rather than through their agents)?
- If they reach an agreement, would such an agreement be enforceable, or would the parties need to incorporate the agreed-upon terms into a **written contract**?
- The answer depends on a number of factors aimed at determining whether the parties **intended** to be legally bound...



Can Texting/Emailing Create a Contract?

1. Did the parties agree to conduct business electronically?
2. Did the email/text exchange “contain the essential elements of a contract with sufficient certainty and definiteness regarding the parties, property, consideration, terms and time of performance.”
3. Did the exchange include the electronic signatures of both parties?
4. From the language of the email/text exchange, does it appear that the parties anticipated that the terms would be incorporated into a subsequent agreement?



Negotiations Between Agents

- An email/text exchange between the listing agent and the buyer's agent **does not create a binding contract** on behalf of the clients.
- Negotiations between agents that take place electronically are no more binding than discussions that take place in person or on the phone.
- Until the “agreement” is reduced to writing and signed by both clients, there is no binding contract.



Helping Competing Buyers Understand the Homebuying Process

Working in a Competitive Market...

- When a buyer repeatedly loses out on a home (repeatedly) they may become frustrated and convinced that the process is rigged against them.
- Licensing complaints, ethics complaints and even lawsuits may result – actions that might have been avoided if the buyers had had a better understanding of, and more confidence in, the home-buying process.



#1

Sellers are under no legal obligation to treat all buyers “fairly” or “equally”.

- The seller has free reign to accept or reject any offer – so long as their decision does not involve unlawful discrimination.
- Sellers have no obligation to make sure all buyers have an equal chance to purchase the home.
- While sellers will ordinarily accept the highest price offer, there is no legal requirement that they do so.



#2

**A seller is NOT
required to
accept a full-
price offer.**

- The MI Court of Appeals has held that a listing is not an offer that could be accepted by a buyer because it “does not manifest a willingness on the part of the [seller] to sell the property to the [first buyer]”.
- To be valid and enforceable, a real estate contract must contain all the “essential elements” of a contract.
- Price is not the only “essential element” of a contract for the sale of a home.
- To hold that a seller must accept a full price offer would mean a buyer who offered full price would be free to dictate the remaining terms.



#3

Sellers are not obligated to extend closing deadlines in order to accommodate the buyer's lender.

- However...a seller cannot necessarily walk away from a transaction risk-free whenever a closing deadline is missed.
- The enforcement of time deadlines in contracts is, currently, a very murky area of the law.
 - **Older caselaw** → Requires evidence that a time deadline was an essential element of the contract before allowing a termination of the agreement.
 - **Modern courts** → Have not overturned older case law, but tend to strictly enforce contract language as written.
- Buyers and sellers should be referred to an attorney whenever there is a dispute over a missed deadline.



#4

An expiration date in a counteroffer is revocable.

- An offer can be revoked orally at any time before it is accepted, even if the offer states that it will expire at a particular date and time.
- Under the law, unless otherwise stated, an offer expires after a “reasonable” time.
- In order to avoid a dispute over what is a “reasonable” time, offers typically include an expiration date and time, but this is simply an outside date that governs unless either party acts before that date and time.



#5

Regardless of promises made verbally or through text/email, a “deal” is not a deal until a contract is signed and delivered.

- After an offer has been presented, parties often discuss what might be an acceptable counteroffer prior to having an actual written counteroffer prepared.
- Buyers involved in such negotiations should be made aware that there is no binding contract until the agreed-upon terms are reduced to a **signed, written contract**.
- Remember...in order for there to be a binding contract, the signed acceptance must actually be delivered!



Final Thoughts...

- A better understanding of the process does not guarantee that buyers won't view parts of the home-buying process as unfair.
- Hopefully, buyers will be less frustrated with the home-buying process (and have more confidence in the Realtor® organization as a whole) if they understand the rules and believe that the same rules apply to everyone.
- Realtors® can assist in this endeavor by providing clear and consistent explanations throughout the home-buying process.
(See **“Primer on Multiple Offers”** available at **MR Legal Resource Page**)

