

***In the Know....***

***December 14, 2021***

Northeastern Indiana Association of  
Realtors BOD and MLS BOD Leadership

**2021 EXECUTIVE BOARD OF DIRECTORS**

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Mike Patka, Past-President

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Mark Hansbarger, Incoming President

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Dawn Miller, Secretary/Treasurer

[4dawnmiller@gmail.com](mailto:4dawnmiller@gmail.com)

260-367-1778



**Board of Directors**

Trent Curtis

Kay Kunce

Mark Pontecorvo

Erica Amans

Keith Forbes

Patty Seutter

Amy Demske

Jennifer Streich

*For Association or MLS comments, concerns,  
or complaints, please contact one of your BOD  
members. They will be happy to assist you.*

**2021 MLS BOARD OF DIRECTORS**

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**2021**

**MLS Board of  
Directors**

Becky Maldeney

Mark Hansbarger

Trent Curtis

Shala Cook-Hoover

Mike Patka

Patty Seutter

### QUOTE OF THE WEEK:

"You cannot escape the responsibility of tomorrow by evading it today."

—Abraham Lincoln

### MARK YOUR CALENDARS

**December 17** – 10% late fee added to unpaid annual dues payment.

**December 23, 24** – Merry Christmas! Board Office Closed.

**December 27** – MLS Billing will be sent out.

**December 31** – Code of Ethics Certification completed and sent to the Board Office.

**December 31** – Happy New Year! Board Office Closed.

**January 3** - All services will be suspended plus a \$200.00 reinstatement fee for all unpaid annual dues.

**January 6** – MLS BOD Meeting 9:00 a.m. Board Office

**January 13** – BOD Meeting 9:00 a.m. Board Office



## MEMBER NEWS:

**Annual Dues were to be paid by December 3. Please contact the Board Office immediately if you still need to make your payment.**

\*\*\*\*\*

**CODE OF ETHICS CERTIFICATION MUST BE COMPLETED AND TURNED INTO THE BOARD OFFICE BY DECEMBER 31. GO TO [WWW.NAR.REALTOR](http://WWW.NAR.REALTOR) TO TAKE THE FREE ONLINE COURSE.**

### New members:

Carly Holsinger – Century 21 - Kendallville  
Shelby Holsinger – Century 21 – Kendallville

### Referral Status:

Christine Reiniche – Anchor Realty  
Shawn Hoover – Treehouse Realty  
Steve Bowen – Lewis & Lambright

### Re-Located:

Tiffany Battrick

*Merry Christmas!*



**Jeremy High**  
Mortgage Consultant | NMLS# 580627  
260.999.7619  
260.240.4797  
jhigh@bawfg.com  
www.bawfg.com/jhigh  
10514 Coldwater Rd, Fort Wayne, IN 46825 | Fax: 260.366.4904

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**Eric Smothermon**  
260.609.4622  
esmothermon@trfcu.org  
NMLS# 586065

3 RIVERS  
NMLA NCUA NMLS# 556303

**“Like” us on Facebook at  
Northeastern IN Association  
of REALTORS®!!**

**Steve Hostetter**  
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**Bailey & Wood**  
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## How can I pay?

- ♦ Click the pay button on the invoice.
- ♦ Call the office with a C.C. number.
- ♦ Send a check payable to NEIAOR to the Board Office
- ♦ Pay online thru the NAR Site.

# ANNUAL DUES REMINDER

December 3 was the deadline. Please contact the Board Office today if you still need to pay. The grace period ends on Friday 12/17. If payment has not been received by this time, a 10% late fee will be assessed.





#### CODE OF ETHICS TRAINING FAQ

NEIAOR is responsible for verifying that its members have met NAR's Code of Ethics requirement. When you take your COE training, you must provide a copy of the certificate to the Board office upon completion of the course. This will also help the Board Office to confirm your compliance if you would want to verify this information.

## *CODE OF ETHICS CLOCK IS TICKING!*

**COE cycle 6 ends December 31, 2021.**

***Free Member Benefit:***

**Please visit the NAR site at [WWW.nar.realtor](http://WWW.nar.realtor) to complete your requirement.**

**ASSURANCE  
TITLE  
COMPANY**

How Realtors® can and do affect the “Political Landscape” on matters from local ordinances, zoning restrictions, landlord-tenant laws, multi-generational housing, and discriminatory policies to title transfer taxes, and economic development, was all discussed at the RPAC Trustee training session at the NEIAOR board office by IAR’s Maggie McShane on Tuesday, November 30, 2021, and attended by NEIAOR RPAC trustees and board members.

“It’s not about just giving money,” McShane emphasized, and explained it’s about setting aside your independent, Republican, Democrat, and personal feelings to find candidates and issues that align with the issues of “the Realtor® Party.”

Building relationships at the local level, McShane continued, not just the federal or inside the beltway as many Realtors® think. It’s finding those people and legislation that is “pro” real estate and aligned with Realtors® for when the politician moves up to higher office.

The RPAC training is designed as a “how-to” curriculum, because basically, “Realtors® don’t want gridlock, they want laws enacted.”

The training event was sponsored by Bailey and Wood Financial Group, a mortgage company, serving the lending needs of real estate professionals and individual homebuyers, a new affiliate member for NEIAOR.

***Thank you Maggie McShane from IAR!  
Our Trustee Training was a great  
success!***



***Thank you Bailey  
& Wood Financial  
Group for  
sponsoring our  
Trustee event!***





## Board of Directors December Meeting



Mark  
Hansbarger  
joined us via  
zoom.



Dani Rittermeyer was  
presented her Past President  
Recognition Plaque by Kay  
Kunce.



Dani Rittermeyer was  
also presented her  
Realtor of the Year  
Plaque by Dawn Miller.



We welcomed our  
new Board members,  
Vinnie, Joe and Matt!





## ATTENTION BROKER/OWNERS:

**YOUR IRMLS RECERTIFICATION PARTICIPATION AGREEMENT WAS SENT TO YOUR EMAIL ON AUGUST 27. BELOW IS A COPY OF THE FIRST PAGE OF 5 PAGES. THIS MUST BE COMPLETED TO UPDATE THE IRMLS AND ENSURE THAT THEY HAVE YOUR CHOICE OF COPYRIGHT PROTECTION IN THEIR FILES. IF YOU NEED ANOTHER COPY SENT TO YOU, PLEASE CONTACT THE BOARD OFFICE AT [NIAOR1@MCHSI.COM](mailto:NIAOR1@MCHSI.COM).**

### Indiana Regional MLS LLC Participant Agreement

This AGREEMENT is made and entered into by Indiana Regional MLS LLC ("IRMLS"), with offices at 1415 Union Street, Lafayette, IN 47904; and \_\_\_\_\_ ("Firm Participant"), with offices at \_\_\_\_\_.

#### DEFINITIONS AND USAGE.

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below.

**Association:** The REALTOR® association or multiple listing service organization through which Firm Participant and Subscribers receive the IRMLS Service.

**Association Policies:** The rules and regulations, and policies and procedures adopted by Association's board of directors or authorized delegates, as Association amends them from time to time.

**Individual Participants:** With regard to each office of Firm Participant, the individual responsible for Firm Participant's conduct under IRMLS Policies that is a "participant" as that term is defined in the IRMLS Policies.

**IRMLS Affiliates:** IRMLS Affiliates means IRMLS and its officers, directors, employees, agents, representatives, licensors and shareholders.

**IRMLS Database:** All data available to Firm Participant on the IRMLS System, including the Participant Contribution and all other text, binary, and photographic image data, in any form now known or hereafter discovered.

**IRMLS Policies:** IRMLS's then current bylaws, rules and regulations, and policies and procedures adopted by IRMLS's board of directors or authorized delegates, as IRMLS amends them from time to time.

**IRMLS Service:** The services IRMLS provides to Firm Participant under this Agreement and similar services IRMLS provides to third parties under similar agreements, including any access or license to the IRMLS Software, the IRMLS Database, and the IRMLS System.

**IRMLS Software:** IRMLS's proprietary web browser interface(s) to the IRMLS System.

**IRMLS System:** The aggregate of all hardware and telecommunications systems that IRMLS maintains, or that IRMLS contractors maintain on its behalf, in order to make access to the IRMLS Database available to Firm Participant.

**Other Participants and Subscribers:** All Participants and Subscribers of IRMLS not party to this Agreement.

**Participant Compilation Contribution or "PCC."** All selection, coordination, and arrangement by Subscribers of the listing information submitted, contributed, or input in the IRMLS System, including the choice, classification, categorization, ordering, and grouping of material or data that is included in the IRMLS System. PCC does not include original text or photographs.

**Participant Contribution:** All data that the Subscribers submit, contribute, or input in the IRMLS System, including text, photographs, images, and other materials, in any form now known or hereafter discovered, except the PCC.

**Saved Information:** Information that Subscribers store in the IRMLS System for their own later use that is not intended by them to be available to Other Participants and Subscribers, including client prospect and contact information.

**Subscribers:** Firm Participant's employees, contractors, salespeople, and assistants (whether licensed or unlicensed as real estate agents or appraisers).

IRMLS Participant Agreement  
August 1, 2021

2. **Usage.** The following usages apply to any interpretation or construction of this Agreement, unless the context clearly indicates otherwise.

(a) Wherever the term "including" is used, it means "including, but not limited to."

(b) The singular and plural numbers and masculine, feminine, and neuter genders of words are fully interchangeable.

(c) Wherever the term "law" is used, it means all statutes, regulations, and case law, both state and federal, as they are amended. Without limiting the generality of the foregoing, "law" expressly includes all state and federal fair housing statutes and regulations.

#### IRMLS'S OBLIGATIONS.

3. Subject to the terms and conditions of this Agreement and the IRMLS Policies and/or Association Policies, Association shall provide one unique user ID and password to each of the Subscribers that is authorized to obtain access to the IRMLS service by virtue of this Agreement or another license agreement; and Individual Participants for which Firm Participant is responsible shall have all rights and obligations of a participant in IRMLS as set forth in the IRMLS Policies and/or Association Policies. The user ID and password will provide Individual Participants access to all data and functions in the IRMLS Service to which Individual Participants are entitled under the IRMLS Policies and/or Association Policies. IRMLS makes no warranties, however, that the IRMLS Service will be available at all times.

#### FIRM PARTICIPANT ACKNOWLEDGMENTS.

4. **Modifications to service.** IRMLS may, but is not required to, modify the IRMLS Service, including removing information and making additional information available, and adding and removing system functions. Certain products and services made available in conjunction with the IRMLS Service may be subject to agreements other than this Agreement and may require payment of additional fees.

5. **Editorial control.** IRMLS is not required to, and assumes no responsibility to, review, edit, or exercise editorial control over the IRMLS Database or the Participant Contribution; use of either is subject to the exclusions of warranties and limitations of liabilities set forth in this Agreement. The foregoing notwithstanding, IRMLS may take any steps necessary in its judgment, including deleting the Participant Contribution or portions thereof, to avoid or remedy any violation of law, breach of the IRMLS Policies, Association Policies, or infringement of intellectual property right. Additionally, IRMLS shall have the right to alter and/or remove metadata and copyright management information contained in the Participant Contribution.

6. **Conditions of service.** Firm Participant must at all times have an Individual Participant designated for each office. Firm Participant shall ensure that at all times Individual Participants for which Firm Participant is responsible under this Agreement satisfy the prerequisites for participation in the IRMLS Service. The prerequisites are set out in the IRMLS Policies and/or Association Policies; at present, they include a requirement that Individual Participants either (a) hold a real estate broker's license, be actively engaged in real estate brokerage, and offer and receive offers of compensation from other brokerage firms; or (b) be licensed or certified by an appropriate regulatory agency to engage in the appraisal of real property. Individual Participants must maintain active membership in a REALTOR® association at all times during the term of this Agreement. Subscribers may enter and retrieve active listing information







## Legal

### How-To: First Right Contingency

Video #7 in our series on IAR forms is now available. Watch below as General Counsel Richelle Cohen Mossler discusses the **First Right Contingency Addendum to Purchase Agreement** (5:13).



### Addendum to the Purchase Agreement First Right Contingency

Catch up on Videos #1-6 [here](#).



# Legal Update + Legislative Outlook

Please join IAR online via Zoom:

**Monday, January 10, 2022**  
**10:00 a.m. ET**

[Register Now!](#)

## ***Agenda:***

Legal Hot Topics  
Professional Standards  
Forms Changes  
NAR General Counsel Presentation  
State Legislative Session Preview

*\*\*This session, in its entirety, qualifies for 2 Broker CE hours.\*\**



**Richelle**  
Cohen Mossler

**Kelly**  
Shonborn

**Anne**  
Johnson

**Katie**  
Johnson

**Maggie**  
McShane



The following list of words used in listingdiv were taken from the NAR.REALTOR site.

### **LISTINGDIV FAIR HOUSING WORD LIST**

Able Bodied	Impaired
Adult	Independent Living
Adult Living	Indian
African	Integrated
Aids	Jew
Alcoholics	Jewish
Asian	Jews
Bachelor	Latino
Blacks	Lesbians
Board Approval	Married
Catholic	Membership
Caucasian	Mentally Handicapped
Chicano	Mexican-American
Children	Mormon
Chinese	Mosque
Christian	Nationality
Christians	Newlyweds
Church	Older Person
Crippled	Physically Fit
Deaf	Racial
Drinkers	Religion
Employed	Religious
Empty Nesters	Singles
Ethnic	Spanish
Exclusive Neighborhood	Synagogue
Felons	Temple
Gays	Unemployed
Handicapped	White Only
Healthy	
Heterosexuals	

