

In the Know....

December 27, 2021

Northeastern Indiana Association of
Realtors BOD and MLS BOD Leadership

2021 EXECUTIVE BOARD OF DIRECTORS

Dani Rittermeyer, President

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Mark Hansbarger, Incoming President

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Dawn Miller, Secretary/Treasurer

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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:

"For last year's words belong to last year's language. And next year's words await another voice."

—T.S. Eliot

MARK YOUR CALENDARS

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

December 30, 31 – Happy New Year! Board Office Closed.

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

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

January 20 – Lunch -n- Learn 11:00-1:00 at Board Office. See flyer on page 4 for more information.



MEMBER NEWS:

Annual Dues were to be paid by December 3. A 10% late fee will be added to all payments received after December 17. If payment has not been received by January 1 2022, all services will be suspended plus an additional \$200.00 reinstatement fee will apply.

**YOUR CODE OF ETHICS CERTIFICATION
MUST BE COMPLETED AND TURNED INTO
THE BOARD OFFICE BY DECEMBER 31 TO
AVOID MEMBER SUSPENSION. VISIT
WWW.NAR.REALTOR TO TAKE THE FREE
ONLINE COURSE.**

New MLS numbers will begin with listings entered on 12/31/21. The first listing # for 2022 will be 202200001.



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Northeastern IN Association
of REALTORS®!!**



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NORTHEASTERN INDIANA
ASSOCIATION OF REALTORS®



2022 FORMS CHANGES

FILING ETHICS COMPLAINTS &
THE GRIEVANCE PROCESS

JAN 20 | THU | 11 AM—1 PM



521 Professional Way | Kendallville, IN



SPEAKER: Mark Bock

Mark Bock, IAR's 2018 Distinguished Service Award winner, will conduct a presentation on the updates to ZipForms, the changes in the law, and the how's and why's behind them.

Additionally, Mark will speak on the process of filing an Ethics Complaint and the Grievance Committee process. In his presentation, he will also answer the question "What are Your Consequences?"

RSVP

(260) 347-1593 or
niaor1@mchsi.com



EVENT SPONSOR

Lunch provided by ...



Fidelity National Title

www.neindianarealtors.com



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!

All Members (realtors and appraisers) who have **not met** the **NAR requirement** by **December 31** will have all **benefits suspended** until **proof** of a **NAR approved realtor COE course** has been submitted to the board office.

Please contact the Board office at 260-347-1593 or niaor1@mchsi.com if you need to check your COE status.

COE cycle 6 ends December 31, 2021.

Free Member Benefit:

Please visit the NAR site at WWW.nar.realtor to complete your requirement.

**ASSURANCE
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COMPANY**



Wishing everyone a healthy and prosperous new year!





Announcing the return of in-person REALTOR® Broker Summit!

REALTOR® Broker Summit offers two incredible days of learning, exclusive insights, and in-person networking! Connect with industry experts, discover technologies, and obtain helpful strategies in the beautiful and sunny Phoenix, Arizona, on Tuesday, April 5, and Wednesday, April 6, 2022.

Learn elevated concepts such as housing market outlook, legal updates, and the future of brokerages (and much more) to bring home for your business, agents, and clients.

Register Today!

The exclusive 2022 REALTOR® Broker Summit early bird registration rate for NAR members is \$299.00 and will not last for long – ending 1/31/22. Regular pricing becomes \$349.00.

Visit the official [REALTOR® Broker Summit site](#) to register or to learn more.

Register for your seat today!

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.

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





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	

