



Personal Assistant Application

MLS Office Use

Office MLS ID# _____ Assistant MLS ID # _____ Agent MLS ID# _____ Date _____

Assistant Information

Assistant Name _____

Assistant Phone _____

Assistant Email _____

Assistant Password _____

(4-12 Characters)

- I hold an **Active** NE real estate license
- I have an **Inactive** NE real estate license
- I do **not** have a NE real estate license

Assistant NREC License # _____

Firm Name _____

Office Information

Name of Responsible Agent* you are assisting _____

Agent MLS ID # _____

Office Name _____

Office Phone _____ Office MLS ID # _____

I have received and agree to abide by the Rules and Regulations and all administrative policies of the Great Plains Regional MLS. I will observe these bylaws and rules with amendments as may be made hereafter as long as I remain an Assistant.

I am responsible for the security of my password and will not share or make it available to any person.

I certify that I am NOT performing work that requires a real estate license.

Assistant Signature _____ **Date** _____

I agree to notify the MLS if the Assistant is no longer doing work for me (Responsible Agent) and acknowledge that the Assistant above is performing work for me in a non-licensed capacity.

I understand that I am responsible for the Assistant's use or misuse of the service in accordance with the REALTOR® Code of Ethics, and Rules and Regulations of the Great Plains Regional MLS.

Responsible Agent Signature _____ **Date** _____

The above Assistant is affiliated with my office. This authorizes his/her access to the Great Plains Regional Multiple Listing Service. The above Assistant is is not authorized to use the electronic lockbox system in accordance with the Electronic Key Agreement with SentryLock Supra

Broker Signature _____ **Date** _____

* **Note:** Each agent with a Personal Assistant needs to complete and submit this form in order for the assistant to access the agent's account.



Office Administrator Application

MLS Office Use

Office MLS ID# _____ Office Admin MLS ID # _____ Broker MLS ID# _____ Date _____

Office Admin Information

Office Admin Name _____

Office Admin Phone _____

Office Admin Email _____

Office Admin Password _____

(4-12 Characters)

- I hold an **Active** NE real estate license
- I have an **Inactive** NE real estate license
- I do **not** have a NE real estate license

Office Admin NREC License # _____

Firm Name _____

Office Information

Name of Responsible Broker _____

Broker MLS ID # _____

Office Name _____

Office Phone _____ Office MLS ID # _____

I have received and agree to abide by the Rules and Regulations and administrative policies of the Great Plains Regional MLS. I will observe these bylaws and rules with amendments as may be made hereafter as long as I remain an Office Admin.

I am responsible for the security of my password and will not share or make it available to any person.

I certify that I am NOT performing work that requires a real estate license.

Office Admin Signature _____ **Date** _____

I agree to notify the MLS if the Office Admin is no longer doing work for me (Responsible Broker) and acknowledge that the Office Admin above is performing work for me in a non-licensed capacity.

I understand that I am responsible for the Office Admin's use or misuse of the service in accordance with the REALTOR® Code of Ethics, and Rules and Regulations of the Great Plains Regional MLS.

The above Office Admin is affiliated with my office. This authorizes his/her access to the Great Plains Regional MLS.

Broker Signature _____ **Date** _____



Broker Checklist for Listing Compliance

Listing Policy and Coming Soon Marketing: The MLS does not prohibit “coming soon” marketing, however MLS Participants are warned to process listings and supervise agents to avoid potential violations based on Nebraska License Law, the REALTOR® Code of Ethics, MLS Rules and Policy, and Federal, State and Local Fair Housing Law.

1. Valid Listing Agreement Before Marketing

List Date defined: List Date is the date the listing period begins. It is sometimes referred to as the effective date of the listing contract.

Pre-marketing violates license law: It is a violation to promote a listed property by yard sign, electronic mail, social media, flyers or any other advertisement before the actual start of the listing period or effective listing contract date – even if signatures were obtained before that date.

2. MLS Participants have duty to cooperate

MLS entry within 2 days: Property information for all listings must be shared in the MLS System within 2 days of the List Date.

Available for showing: All listings processed must be available for showing within 7 days of the List Date. Listing agents shall not misrepresent the availability of access to show a property. For example, if an MLS listing is not available for showings and the listing agent shows the property, or allows the property to be shown, before making it available to all MLS agents, they risk disciplinary action.

3. Duty to Close

Cooperation and compensation: When entering into listing contracts, REALTORS® must advise sellers of their company policies regarding cooperation – the sharing of property information and the property’s availability for showings via the MLS system – and the amount of any compensation that will be offered to co-op agents.

4. Seller Acknowledgement - Waiver of MLS Benefits Form

General use: The Seller Acknowledgement–Waiver of MLS Benefits form (with Option A, B or C below) must be used when a listing agent is unable to share the property information in the MLS system within 2 days, or is unable to make the property available for showing by other MLS agents within 7 days.



Broker Checklist for Listing Compliance

Seller's logic: Listing agents should explain the reasoning behind the seller's decision to block MLS cooperation: Was the seller's choice an informed decision, or the result of a suggestion by the listing agent for a purpose that later may look like it was more beneficial to the listing agent than to the seller? Did the decision solve a real problem and thus provide a benefit that positioned the seller's interests above all others? If not, the actions of the agent may be creating liability.

Objective approach: While an agent may objectively explain listing options when a seller inquires, it is important that the responses be provided in a factual manner, and that the seller makes an informed decision in their own best interest. Danger! The listing agent may risk violation if a course of action is recommended that later has the appearance of possibly being in pursuit of the agent's best interests, not the sellers'. Advice should always create a scenario that best serves the seller. For example, a suggestion that has the consequence of limiting the market for a seller's property may later appear to have violated fair housing laws, the Code of Ethics and license law, or may even become grounds for a civil lawsuit.

4a. Seller Elects Option-A

Note: The Seller Acknowledgement–Waiver of MLS Benefits form with Option-A is for a seller who does not want their property information entered in the MLS system. This option has always been available to a seller by crossing out that portion of the listing agreement where the seller gives permission for the property information to be processed in the MLS system. The form better explains the issues of concern to the seller and highlights the fact that it may not be in their best interests to limit the marketing of the property to a smaller audience since the best offer is achieved when multiple buyers compete via the MLS system.

2 days: A copy of the listing contract with the acknowledgement form attached must be submitted to the MLS office within 2 days.

No-MLS rationale: The listing agent must be able to explain under the circumstances why withholding knowledge of the listing from other MLS agents is in the seller's best interest and does not place their own interests above that of the seller.

Marketing rationale: If the property is being marketed in any way – including yard sign, electronic mail, social media, flyers or other advertisements – the listing agent must be able to explain why sharing information with consumers, while at the same time withholding the information from other MLS agents, is in the seller's best interest and does not place their own interests above that of the seller.



Broker Checklist for Listing Compliance

4b. Seller Elects Option-B

Note: The Seller Acknowledgement–Waiver of MLS Benefits with Option-B is for a seller who wants more time to get the property ready for showing but wants you to fully market the property in the meantime.

MLS entry within 2 days: Property information must be shared in the MLS System within 2 days with a status of “Active-No Show” if the property will not be available for showing within 7 days.

Available for showings: Under this option it is critically important that the listing agent does not misrepresent the availability of the property for showings. For example, the property cannot be shown by the listing agent, or another agent, until the listing’s MLS status is changed to “Active” and the property is also available to all MLS agents.

4c. Seller Elects Option-C

Note: The Seller Acknowledgement–Waiver of MLS Benefits with Option-C allows a listing agent to enter into a listing agreement for the purposes of protecting themselves while they are investing in staging, photography, or other promotional materials. Option-C does not work for coming soon marketing that occurs before the listing is “Active” in the MLS system.

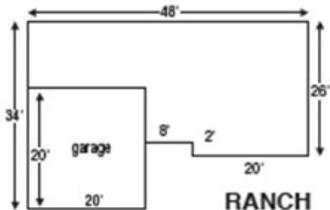
2 days: A copy of the listing contract with the acknowledgement form attached must be submitted to the MLS office within 2 days.

No pre-marketing: Under Option-C, the property may not be marketed in any way – including a yard sign, electronic mail, social media, flyers or other advertisements – until it becomes “Active” in the MLS system.

Market time: Under Option-C (only), the date the listing is processed as “Active” in the MLS becomes the List Date. The “Days on Market” counter also starts at that time even though the listing was actually valid at an earlier date while not being marketed.

Measuring Guide

The following typical shapes of houses in the Omaha area and their method of measurement have been provided as an idea for measuring. Please note: all measurements are, and should be, wall-to-wall external measurements. All participants are encouraged to accurately measure each listing. Solid bold lines below indicate main outline. Below grade calculations not included, and should be measured and analyzed separately. The following sketches are included only to assist the reader in visualizing the properties and understanding the determination of their size.



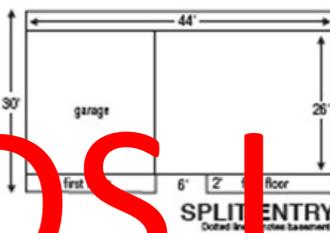
Ranch

$$28' \times 26' = 728'$$

$$8' \times 2' = -16' \text{ (entry inset)}$$

$$14' \times 20' = \underline{280'}$$

First Floor Total = 992 Square Feet



Split Entry

$$44' \times 30' = 1,320'$$

$$6' \times 2' = -12' \text{ (entry inset)}$$

First Floor Total = 1,308 Square Feet



Two Story

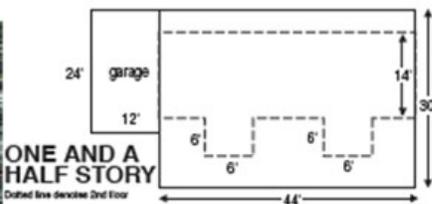
$$32' \times 14' = 448'$$

$$14' \times 22' = \underline{308'}$$

First Floor Total = 1,076'

$$26' \times 40' = \underline{1,040'}$$

(second floor)
Total = 2,116 Square Feet



One and a Half Story

$$44' \times 14' = 616' \text{ (second floor)}$$

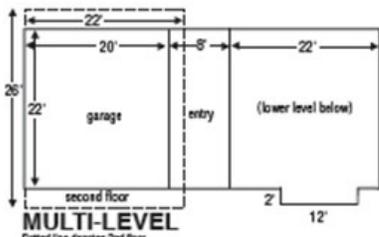
$$6' \times 6' = 36' \text{ (dormer)}$$

$$6' \times 6' = 36' \text{ (dormer)}$$

2nd floor total = 688'

$$44' \times 30' = 1,320' \text{ (first floor)}$$

Total = 2,008 Square Feet



Multi-Level

$$22' \times 22' = 484'$$

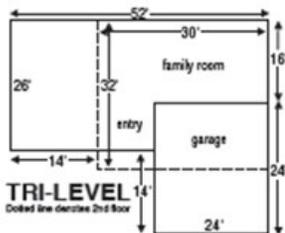
$$2' \times 12' = 24' \text{ (window bay)}$$

$$8' \times 22' = \underline{176'}$$

(entry)
First floor total = 684'

$$22' \times 26' = \underline{572'}$$

(second floor)
Total = 1,256 Square Feet



Tri-Level

$$14' \times 26' = 364'$$

$$6' \times 10' = 60' \text{ (entry)}$$

$$16' \times 30' = \underline{480'}$$

(family room)
First floor total = 904'

$$32' \times 30' = \underline{960'}$$

(second floor)
Total = 1,864 Square Feet

NEEDS UPDATED



Measuring Definitions

House Style Definitions

Ranch: One-story dwelling typically with a side-to-side ridge beam and over-hanging eaves, but no living space above the first floor.

Bungalow: Smaller one-story dwelling usually pre-dating the Ranch style and characterized typically by a gable roof with a somewhat higher pitch than a Ranch, often with a front-to-back ridge beam and an unfinished walk-up attic.

Raised Ranch: Ranch style dwelling usually built on a side-to-side slope with the downhill foundation side wall exposed and a full flight of exterior steps from the driveway or basement garage to the first floor entrance.

Split Entry: Modified Raised Ranch with the front entry located halfway between the basement and the first floor, and the interior steps leading to the first floor and to the basement. Note that the house is usually elevated to allow front-facing basement window thresholds to be no greater than 4" from the basement floor.

2-Story: Dwelling with two full living floors above grade and a roof above the second floor with or without an attic above the second floor. Typically all bedrooms are located on the second floor, but a master or guest bedroom may be on the first floor. Note: With a finished walk-up attic, it may be referred to as a 2-1/2 Story.

1-1/2 Story: Dwelling with living space above the first floor that is "inside the roof line". A bedroom or more on the first floor is traditional but not required, with other bedrooms on the second floor.

https://central.mass.gov/real-estate/MLS/DocumentManager/Document.aspx/DownloadFile/MLS/MLS%20Measuring%20Guide%20and%20Definitions/Definitions%202018_1130.pdf

Multi-Level: Broadly defined category including variations of Ranches or Bungalows cut down the middle and offset half a floor. Half-flight stairways, usually located near the center of the house, connect the levels.

Tri-Level: Regionally, a narrowly defined variation of the Multi-Level dwelling characterized by the front entry, foyer, hallway, garage and a family room behind the garage being "at grade". The living room, dining room and kitchen are up to a half-story above grade. Bedrooms are above the grade or garage level, and the basement is below the living room/dining room/kitchen level.

Other Definitions

Attached Garage: Garage attached to the dwelling without living space above it.

Built-in Garage: Garage incorporated into the dwelling such that there is living space above it.

Finished (as in Square Feet): To be considered a part of the finished square footage (fsf) of a dwelling, a room should have a finished floor - such as carpet, tile or wood - and be enclosed with painted walls and ceiling. It should also contain a heat outlet or be a part of the heated portion of the dwelling.

Habitable Space: Building codes narrowly define this as space with a minimum of 7' ceiling height over the entire area, and 7'6" over at least 2/3 of the area, and a minimum wall height of 5'.

Bedrooms: The 'Bedrooms' field in the MLS is to be populated with only conforming bedrooms.



Measuring Definitions

<https://permits.cityofomaha.org/images/stories/FAQs/pdfs/EgressWindows.pdf>

More Info regarding Bedrooms

From the IRC(2006) Chapter 3: Building Planning. R310: Emergency Escape and Rescue Openings

SECTION R310 - Emergency Escape and Rescue Openings

R310.1 Emergency escape and rescue required. Basements and every sleeping room shall have at least one operable emergency and rescue opening. Such opening shall open directly into a public street, public alley, yard or court. Where basements contain one or more sleeping rooms, emergency egress and rescue openings shall be required in each sleeping room, but shall not be required in adjoining areas of the basement. Where emergency escape and rescue openings are provided they shall have a sill height of not more than 44 inches (1118 mm) above the floor. Where a door opening having a threshold below the adjacent ground elevation serves as an emergency escape and rescue opening and is provided with a bulkhead enclosure, the bulkhead enclosure shall comply with Section [R310.3](#). The net clear opening dimensions required by this section shall be obtained by the normal operation of the emergency escape and rescue opening from the inside. Emergency escape and rescue openings with a finished sill height below the adjacent ground elevation shall be provided with a window well in accordance with Section [R310.2](#). Emergency escape and rescue openings shall open directly into a public way or yard or court that opens to a public way.

NEEDS UPDATED

Exception: Basements used only to house mechanical equipment and not exceeding total floor area of 200 square feet (18.58 m²).

R310.1.1 Minimum opening area. All emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet (0.530 m²).

Exception: Grade floor openings shall have a minimum net clear opening of 5 square feet (0.465 m²).

R310.1.2 Minimum opening height. The minimum net clear opening height shall be 24 inches (610 mm).

R310.1.3 Minimum opening width. The minimum net clear opening width shall be 20 inches (508 mm).

R310.1.4 Operational constraints. Emergency escape and rescue openings shall be operational from the inside of the room without the use of keys, tools or special knowledge.

R310.2 Window wells. The minimum horizontal area of the window well shall be 9 square feet (0.9 m²), with a minimum horizontal projection and width of 36 inches (914 mm). The area of the window well shall allow the emergency escape and rescue opening to be fully opened.

Exception: The ladder or steps required by Section [R310.2.1](#) shall be permitted to encroach a maximum of 6 inches (152 mm) into the required dimensions of the window well.

R310.2.1 Ladder and steps. Window wells with a vertical depth greater than 44 inches (1118 mm) shall be equipped with a permanently affixed ladder or steps usable with the window in the fully open position. Ladders or steps required by this section shall not be required to comply with Sections [R311.5](#) and [R311.6](#). Ladders or rungs shall have an inside width of at least 12 inches (305 mm), shall project at least 3 inches (76 mm) from the wall and shall be spaced not more than 18 inches (457 mm) on center vertically for the full height of the window well.