



TRAINING TIP OF THE WEEK

WHAT CONTROLS... The MLS Advertisement OR the REPC?

Listing REALTOR® advertises the Sellers' property on the MLS. In the inclusions section, the Listing REALTOR® marks that the hot tub is **included**. Buyer submits an offer that is accepted by the Seller. The Real Estate Purchase Contract does not mention the hot tub.

When the Buyer conducts their final walk-through, the Buyer notices that the hot tub is missing. Sellers have sold the hot tub to someone else on KSL.

Does the Buyer have an argument that the hot tub should be included based on the MLS advertisement?

With these facts, the short answer is NO. Ultimately, the Real Estate Purchase Contract controls because it is the agreement between both parties. Remember, the MLS advertisement itself is not an offer. It is merely a solicitation for offers.

Let me give another example... Listing REALTOR® advertises a Sellers' property on the MLS. The MLS advertisement makes it clear that the washer and dryer are **EXCLUDED**. However, the Buyer submits an offer that includes the washer and dryer as part of the Real Estate Purchase Contract. Seller accepts the Buyer's offer.

What controls in this situation?

The washer and dryer are now included because the Seller agreed to include them in the Real Estate Purchase Contract, even though the Sellers advertised that the washer and dryer were excluded.

Whenever there is any doubt as to what stays or goes, **WRITE IT OUT**.

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