

Technology in Real Estate: How it Effects REALTORS®

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Wiretapping



Photo courtesy of springfieldfiles.com



The Law...

Mass. Gen. Laws Chapter 272, Section 99:

It is a **crime** in Massachusetts to:

1. Secretly record or hear
2. An oral communication
3. With an intercepting device
4. Without prior authority by all parties

But how does that apply to
Realtors®?

It is also a crime to assist another in
violating the law!



Best Practice: Ask your seller if their home has
any device that records audio

How to Protect Yourself . . . AND Your Sellers

Ensure that anyone entering the property has actual knowledge that they will be recorded.



Step 1

Talk to your seller about recording devices when signing the listing agreement.



I/We _____ ("SELLER"),
hereby grant to _____, a real estate broker licensed under the
laws of the Commonwealth of Massachusetts ("BROKER"), the exclusive right to sell the property described as
_____ and recorded in the
_____ County Registry Of Deeds at Book _____, Page _____ ("PROPERTY")
on the following terms and conditions:

1. Seller's Duties And Representations. The BROKER is granted the exclusive right to sell the PROPERTY, as the SELLER'S agent, during the term of the Agreement and the SELLER agrees to refer all inquiries to the BROKER, to cooperate in marketing the PROPERTY, including completing lead paint (if PROPERTY built before 1978) and other forms. If the PROPERTY is sold to a buyer procured by the BROKER, by the SELLER or by anyone else, the fee described in paragraph 4 shall be due. The BROKER is authorized, but is not required: (a) to offer compensation to other licensed brokers as buyer's agents or facilitators; (b) to place a listing for the PROPERTY in any multiple listing service; (c) to place a sign on the PROPERTY; (d) to photograph and advertise the PROPERTY in such media as the BROKER may select; and (e) to place a lock box on the PROPERTY. The SELLER authorizes the BROKER to disclose to prospective buyers all information about the PROPERTY provided to the BROKER by the SELLER, all of which the SELLER represents to be accurate. **The SELLER acknowledges receipt of a Mandatory Licensee-Consumer Relationship Disclosure form.** According to the Code of Ethics and Standards of Practice of the National Association of REALTORS®, the SELLER has been advised of (1) the broker's general company policies regarding cooperation with and compensation to subagents, buyer's agents and facilitators; (2) the fact that a buyer's agent, even if compensated by the listing broker or seller will represent the interest of the buyer; and (3) any potential for the listing broker to act as a disclosed dual agent on behalf of the seller and buyer. The SELLER agrees to comply with all applicable fair housing laws. Seller is aware that there is a risk of injury to persons viewing the PROPERTY as well as a risk of loss or damage to PROPERTY of the seller during a showing or open house, whether the showing is accompanied by the Broker, via lockbox or otherwise. Seller has the responsibility to prepare the PROPERTY for marketing to minimize the likelihood of injury, damage and loss. Seller agrees to indemnify, defend and hold Broker and its agents harmless from any loss or claim of liability during any showing or open house, other than if proven to have been the result of broker's intentional misconduct. Seller understands and agrees that showings may be conducted by licensees other than the Broker or its agents and that inspectors or appraisers may conduct inspections and appraisals outside the presence of the Broker. Seller further understands and agrees that other licensees and prospective buyers are permitted to photograph and videotape the PROPERTY unless expressly stated to the contrary. Seller hereby acknowledges that the property to be listed does does not have recording devices, including, but not limited to devices such as: Nest, Arlo, Amazon Echo, Google Home, Ring, etc. If a device is present, Seller hereby states that it records audio, video, or both audio and video. Seller further acknowledges that it is a crime in Massachusetts to secretly hear or record another individual without their knowledge and consent.



Step 2

Put notice in the MLS

- Include in public remarks
- Include the new MAR Notice of Recording form as a document

It is a crime in Massachusetts to secretly hear or record another individual without their knowledge and consent. M.G.L. ch.272, § 99.

By signing this form, the undersigned understands and acknowledges that the property located at _____, Massachusetts ("the property") is equipped with cameras and/or other recording devices. By entering the property after having received this notice, the undersigned consents to being audiotaped, videotaped, and/or livestreamed while viewing the property.

Seen and acknowledged by:

CUSTOMER - SIGNATURE

DATE

CUSTOMER - PRINT NAME

CUSTOMER - SIGNATURE

DATE

CUSTOMER - PRINT NAME

AGENT - SIGNATURE

DATE

AGENT - PRINT NAME

Refused to sign.

Step 3

Place a notice on the property!



Photo Manipulation



Don't

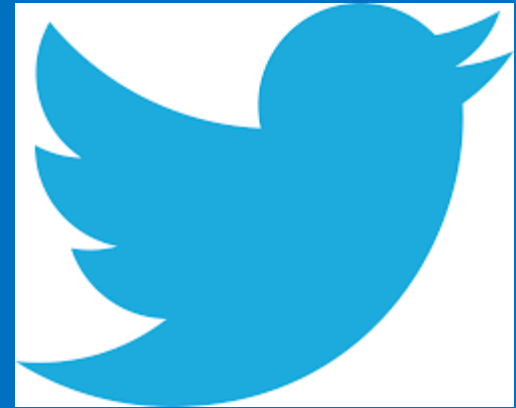
- Materially misrepresent the property
- Remove permanent objects
- Add things that aren't there





Best Practice:
When in doubt, DISCLOSE!

Social Media

The LinkedIn logo, featuring the lowercase letters "in" in white on a blue square background.

Social Media Don'ts

- Don't promote your business on your personal page
- Don't advertise in your own name
- Don't share listings without proper attribution
- Don't target ads that may violate the Fair Housing Act

Social Media Do's

- Do create a separate business page
- Do include the name of your broker in all advertisements
- Do make your status as a real estate professional readily apparent
- Do share your listings and relevant content
- Do make sure all required disclosures are contained in the post

it's

Q & A

TIME!

