ONEIDA **ONEIDA NATION STANDARD OPERATING PROCEDURE**	TITLE: Advertising Homes For Sale By Owner	ORIGINATION DATE: June 1, 2018 REVISION DATE: EFFECTIVE DATE: June 1, 2018
AUTHOR: Krystal L. John	APPROVED BY: *Lisa M. Rauschenbach, Area Manager – Residential and Finance*	DATE: May 21, 2018
DEPARTMENT: Residential and Finance	APPROVED BY: *Dana McLester, Comprehensive Housing Division Director*	DATE May 21, 2018
DIVISION: **Comprehensive Housing Division**	APPROVED BY: Rae Skenandore *Rae Skenandore, Oneida Land Commission Chairperson*	DATE: April 25, 2019

1.0. PURPOSE AND POLICY

1.1 *Purpose.* The purpose of this rule is to provide the residential sales advertising services available through the CHD and to set the requirements for homeowners advertising properties/improvements for sale within the Reservation through the CHD.

1.2. *Policy.* The policy behind this rule is to set fair and consistent requirements for homeowners wishing to advertise a home for sale through the Nation in order to encourage a robust real estate market within the reservation and to promote home ownership.

2.0. DEFINITIONS

2.1. This section governs the definitions of words and phrases used within this rule. All words not defined herein are to be used in their ordinary and everyday sense.

2.1.1 "CHD" means the Nation's Comprehensive Housing Division.

2.1.2. "Improvement" means buildings, other structures, and associated infrastructure attached to land.

2.1.3. "Nation" means the Oneida Nation.

2.1.4. "Premises" means the real property subject to a residential lease.

2.1.5. "Reservation" means all the property within the exterior boundaries of the Reservation of the Nation, as created pursuant to the 1838 Treaty with the Oneida 7 Stat. 566, and any lands added thereto pursuant to federal law.

2.1.6. "Tribal Member" means an individual who is an enrolled member of the Nation.

3.0. ADVERTISING ELIGIBILITY, CONTENT AND APPLICATION

3.1. *Eligibility.* In order to be eligible for CHD's residential sales advertising service, the premise must be located within the Reservation.

3.2. *Advertising Content.* A residential sales advertising offered through CHD includes an

advertising flier with property specifications and photographs posted to CHD's website and Facebook page.

3.3. *Application Form.* CHD shall provide an advertising application, available in-person at the CHD and electronically on the CHD's website. At a minimum, the application must require the following information:

3.3.1. Homeowner's name;
3.3.2. Address of the property for which advertising is sought;
3.3.3. Notice of this rule;
3.3.4. Notice of the requirement to enter an advertising agreement with the CHD;
3.3.5. Notice of the advertising cost; and
3.3.6. A photo of the advertising template.

4.0. PREPARING AND REVIEWING ADVERTISING PROOF AND ENTERING THE AGREEMENT

4.1. *Preparing the Advertising Proof.* Upon receipt of an application, CHD shall verify with GLIS that the address for which advertising is sought is within the Reservation. If so, CHD staff shall reach out to the applicant for property specifications and photos to be included on the advertising proof. CHD staff shall then prepare the advertising proof and schedule a meeting with the homeowner to review the proof, enter the advertisement agreement and collect the cost.

4.2. *Reviewing the Advertising Proof and Entering the Agreement.* If the homeowner wishes to advertise with CHD upon review of the advertising proof, CHD staff shall review the advertising agreement with the homeowner. At a minimum, the agreement shall provide the following:

4.2.1. Once the agreement is signed by both parties, CHD shall have two (2) business days to post the approved advertising proof to CHD's website and Facebook page.

4.2.2. CHD does not guaranty any results when advertising and that CHD shall not be held liable in any way for the advertising services provided by CHD;

4.2.3. The initial advertising term is for a period of six (6) months for an initial cost of fifty dollars ($50.00) with each subsequent additional six (6) month term for an additional cost of twenty-five dollars ($25.00) and which requires amendment to the agreement to extend the term and the cost thereof;

4.2.4. Each advertising term purchased includes five (5) amendments to the advertising at any time in the term for no additional cost and that each additional advertising amendment thereafter is to cost ten dollars ($10.00) and requires amendment to the agreement to add additional services and the cost thereof. For the purpose of this section, an amendment is considered any number of revisions to the advertisement submitted to CHD at the same time;

4.2.5. CHD may terminate the agreement without providing a refund if:

4.2.5.1. the homeowner is non-responsive to CHD's inquiries for a period of five (5) business days or longer;

4.2.5.2. the contact information provided by the homeowner is faulty and

there is no correction provided within the timeline provided by CHD; and/or

4.2.5.3. the homeowner is consistently reported to be non-responsive to interested buyers;

4.2.6. The homeowner may terminate the agreement at any time, provided that CHD is under no obligation to provide any refund of any advertising cost paid; and

4.2.7. The homeowner shall provide notice of successful residential sale to CHD within two (2) business days of the closing, at which time the agreement automatically terminates and CHD may remove the advertising for said property from its website and Facebook page.

4.3. *Collecting Costs.* CHD staff shall collect advertising cost prior to signing the advertising agreement or any amendment to the advertising agreement and in all circumstances prior to performing the advertising services.

5.0. FORMS

5.1. Advertising Agreement

5.2. Advertising Template