

Appendix A

Penalties, Service Fees, Charges and Non Compliance

(Unless otherwise stated, all penalties are \$50.00)

Penalties:

Section 1: Listing Procedures – Violations of not entering a listing within twenty-four (24 hrs) (excepting weekends, holidays, and postal holidays) will result in a \$50.00 penalty.

Section 1.1.1: Listings Subject to Rules and Regulations of the Service – Any listing taken on contract to be submitted with the service is subject to the rules and regulations of the service upon signature of the seller(s). All rules are subject to escalating penalties. Rules with \$50.00 penalties will be subject to the following: first offense \$50.00, second offense \$100.00 and the third offense \$250.00. Rules with \$100.00 penalties will be subject to the following: first offense \$100.00, second offense \$200.00 and the third offense \$500.00

Section 1.2 Detail on Listings Filed with the Service - A listing agreement or property data form, when filed with the multiple listing service by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form. **(It is the responsibility of the Designated REALTOR® to ensure accuracy at all times.)**

1. **Owner's Name:** The Owner's Name must always be filled in with the actual name(s) as appears on the deed. If the owner(s) do not wish their name to appear in the MLS, then a letter from the owner must be required by the listing agent or noted on the listing agreement and filed with the service for approval. Authorizations must be on file with the MLS. The listing should state "Authorization on file" in owner's name.
 - a. **Owner of Record** - not permitted.
 - b. **Estate Owner** – Enter "Estate of" followed by the name of the deceased.
 - c. **Bank or Mortgage Company** - Enter the name of the Bank or Mortgage company instead of the word "Bank." (Ex. "ABC Bank.")
 - d. **Relocation or Third Party Owner** – Enter the name of the company (ex. "XYZ Relocation.")
2. **Listing Agent's Name and ALL contact Information:** The listing agent's name/all phone numbers/mail address/website addresses must appear only in the field(s) designated for such. A fine will be levied to those firms who show an agent's name and/or any phone number and/or email address in any other field in the MLS (i.e. - agent's phone number; whether home, voice mail, pager, etc., **cannot show** in "Public Remarks" and/or "directions" field.)
3. **Photos:** All property types, except vacant land and all statuses must include an exterior view of the home (main building) as the first photo and it must be submitted **within twenty-four (24) hours (excepting weekends, holidays, and postal holidays) from when the property was listed**, unless the sellers expressly direct that photographs of their property not appear in MLS compilations. An exterior front (street) view of the home (main building) is required as one of the photos. (An exception would be a "to be built" property). New Construction may use a comparable rendering or photo. Office, agent and personal promotion information is prohibited from being included anywhere on the property photo. **Photos entered into the MLS cannot be reused by another broker without the consent of the listing broker who originated the photo(s).** Any and all photos submitted cannot contain watermarks.
4. **Attachments:** The attachments must contain information, (i.e. disclosure forms, photos, floor plans, maps virtual tours) specifically related to the property being offered. These attachments should not be used for listing agent, company or personal promotion
5. **Virtual Tour Field:** The Virtual Tour field shall contain only a URL link directly to the Virtual Tour for that specific property listing. The URL is not to contain Agent/Company names. A Virtual Tour is defined as a 360-degree tour of a property, or a slide show of static pictures, which may include audio. Visual or audio information regarding the listing agent and/or company is prohibited. Advertisements are not allowed. Links or framing that show or lead to contact information or advertisements are also prohibited. For violations of this section, the MLS may remove the violation and/or fine the Participant \$100.00. In addition, a letter will go to the Participant asking him/her to correct the information within 5 business days or the Participant's access to the MLS will be terminated until the violation is corrected.

6. Remarks Section:

- a. “Public” Remarks Section – This section is reserved to further describe the property being offered for sale or lease. It should NOT contain: personal information; company information; web addresses; phone numbers; co-listers; links; bonus information; other inappropriate information.
- b. “Private” Remarks Section – This section is reserved for information to be shared with other MLS Participants. This includes: bonus information; lock box location; appointment information; and web addresses.

Note: It is the responsibility of the Designated REALTOR to ensure accuracy at all times. The responsibility of data accuracy when entered in the MLS cannot be placed on another party such as the buyer or buyer’s agent.

7. **Delayed Showings/Negotiations:** Delayed Showings/Negotiations (DNS notices) are allowed. All listings in the Service that are not immediately available for showing/negotiations must have the owner(s) complete the **required** Delayed Showing/Negotiation Form. This form must be filed as an attachment to the listing AT THE SAME TIME the listing is entered into the MLS. The date(s) that the property will be available for showing and/or negotiations MUST be put into the PRIVATE & PUBLIC Remarks. Open houses are not to be scheduled during the “No showing” time frame. Note: The property is to be considered “Active” and days on market will continue to be counted. \$100.00 penalty for any violation of this rule. \$500.00 penalty for breaking any terms of the “Delayed Showing/Negotiation” Addendum Form.
8. **Directions:** The Directions fields must contain directions that any reasonable, prudent person can use to locate the property. Consult map, see agent, sign names, company identity, websites and other inappropriate information, are not permitted.
9. **Address:** The address field requires the house number and street name only. DO NOT put any other information in this space (ex. Bonus, EZ Show, LBEC, ASSUME, etc.) “Bonus” information should be located in the “Private Remarks” section. If there is a directional, such as “N” for north, enter in the Pre or Post directional field. Other directional input should go in the “Directions” section.
10. **Tax Information:** Enter only the Total True Taxes. Do not enter taxes reflecting any exemptions. Exemption value can vary from individual to individual. The Tax ID# must match the Tax ID# supplied by the MLS tax vendor.
11. **Proper MLS Area/Property Type:** All properties must be listed according to address and assessment jurisdiction only. CNYIS will not accept an additional listing for a property because the listing office wants to emphasize the school district, zip code, etc.
12. **Exclusive Right to Sell Contract:** All information in the Exclusive Right to Sell Contract must correspond with the Property Data Form and the information entered in the MLS. When taking a listing for a “To Be Built” lot (RES) or vacant land, an Exclusive Right to Sell Contract and Property Data Form for each lot listed is not required but the listing contract must list all of the lots to be sold. (ex: If twenty-two (22) lots are allocated to be sold in a subdivision, each lot will have a separate ML number and be listed on an Exclusive Right to Sell Contract.)
13. **Changes** - All changes to the listing agreement information must be entered into the service within 24 hours and in any case no later than the next business day.
14. **Square Footage** – Square Footage should match the tax records. If it is determined that the tax records are incorrect, it should be noted in the Realtor Remarks. For reference, Square Footage is area which is “above grade and heated living area”. Best way to obtain the sq. ft. is to measure the exterior dimensions of the dwelling. Fannie Mae & Freddie Mac guidelines and FHA & VA allow 50% of a below grade area to be used as sq. ft. but only if access and egress exists on two levels, such as a hillside. On a Cape Cod the second floor should be measured using the area that is at least 5 ft. or higher.
15. **Use of Incomplete MLS #'s** - MLS#'s of Incomplete listings are prohibited from use in advertising in any media until the property is in the “Active” Status

(See MLS Rules and Regs for complete wording of Rule/Reg for Sections: 1.10, 2.5 and 5)

Section 1.10: Expiration of Listings – If the expiration date of a listing contract is extended without the Homeowner(s) signature, the MLS will penalize \$100.00 to the Subscriber.

Section 2.5: Reporting Sales to the Service - \$50.00 penalty for not reporting status changes including final closing of sales to the MLS by the Listing Broker within 24 hours (excepting weekends, holidays, and postal holidays) after they have occurred.

\$50.00 penalty for reporting a more than a single sale one time on any property filed with the MLS.

Section 5: Compensation Specified On Each Listing – A \$50.00 penalty will be levied for any listing entered into the Multiple Listing Service without a commission being offered to either the Broker’s Agent or the Buyer’s Agent or to the Sub-Agent or all.

Service Fees and Charges:

Section 6:

Initial Participation Fee:	\$1,000.00
Recurring Participation Fee:	\$25.00 - \$300.00 (SemiAnnual Fees)
Listing Fees:	\$50.00 for Reciprocal Listing
Refunds:	As long as the MLS is notified in writing by the Participant, on or before the 15 th of the month previous to the month the licensee is leaving, remaining full month balances will be refunded up to 90 days.
Keybox:	\$68.00 to \$100.00 per missing iBoxBT LE (keybox)
Security:	\$1,000 minimal for violation of any Policy, Procedure or User Agreement (i.e.: User ID and Password)

Compliance with Rules

Section 7 Compliance with Rules—Authority to Impose Discipline: By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- h. letter of warning
- i. letter of reprimand
- j. attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- k. appropriate, reasonable fine not to exceed \$15,000
- l. probation for a stated period of time not less than thirty (30) days nor more than one (1) year
- m. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- n. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

Section 7.1 Compliance with Rules: The following action may be taken for noncompliance with the Rules:

- c. For failure to pay any service charge or assessment within one (1) month of the date due, and provided that at least ten (10) days’ notice has been given, the service shall be suspended until service charges or fees are paid in full. (See Appendix A)
- d. For failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply.

Upon notification to the MLS of any infraction of the MLS Rules and Policies, the MLS Staff will do the following: Contact the listing agent or manager or Designated REALTOR® of the firm to resolve the infraction. If the infraction is not corrected within forty-eight (48) hours, the appropriate sanction will be imposed on the Designated REALTOR®. The first notification of a rule violation is used to educate the agent of the infraction and the Listing Agent is given 48 hours to correct or the applicable fine will be assessed. The second notification for same rule violation (for any listing) to the same agent sets grounds for an immediate first offense fine to the agent and DR (refer to Appendix A). The third notification for sale rule violation (for any listing) sets grounds for an immediate second offense fine to DR (refer to Appendix A), etc.