

Navarre Area Board of REALTORS®  
Board of Directors Meeting  
December 5<sup>th</sup> 2016 9:00 a.m.

AGENDA

CALL TO ORDER

Amity Nowling, President

Let the minutes reflect:

- For the record, this meeting is being tape recorded in the interest of accuracy.
- It shall be the policy of the Board to be in strict compliance with all Federal and State Antitrust laws, rules and regulations and by signature, members present confirm their attention has been drawn to, and that they understand the legislation
- Everything discussed at this meeting, is to be treated with the strictest confidentiality
- You are reminded that as a Director, the decisions you make are for the benefit of the entire membership. Any one fearing a conflict of interest is asked to excuse themselves without prejudice.
- Please TURN OFF your cell phones

QUORUM

WELCOME GUESTS OBSERVING TODAY

APPROVE MINUTES: Minutes of November 2<sup>nd</sup> 2016

MEMBERSHIP REPORT

New Primary Members

Shannon Mills- Navarre Beach Realty  
Jennifer Daniel- Keller Williams  
Jordan Simmons- Equity & Trust

New Secondary Members

Michelle Boswell- KW

New Public Service Members

MLS Only User

Lisa DePascalis

Inactive Secondary Members

Robin Cloar

Inactive or Transferred Agents

Kelly Madden- KW  
Kim Simmermon- CB  
Jacquelyn Watts – Relocation to another state  
DeAnna Sutton - CB

FYI

Realtor® Members	291
Secondary	30
Broker Office	43
Affiliates	86
MLS Users	379

FINANCIAL STATUS REPORT:

Jodi Van Wagner  
For consideration: Acceptance of the monthly Financials  
Bad Debt/ Voided \$ Report

OLD BUSINESS

1 Consumer Outreach

Amity Nowling  
For consideration: Emerald Coast Wildlife Refuge  
Weekend Food Program

## **NEW BUSINESS**

- |   |   |   |
|---|---|---|
| 1 | Parking Issues                          | Amity Nowling<br>For consideration: Signage                           |
| 2 | MLS Rules                               | Mark Miller<br>For consideration:<br>FYI: ECAR contract still pending |
| 3 | Non-exempt Workers' Compensation Policy | Amity Nowling<br>For consideration:                                   |
| 4 | Website Accessibility Compliance        | Amity Nowling<br>Information For the Record only                      |
| 5 | New Licensee Orientation Program        | Amity Nowling<br>For consideration: Reinstating members/licensees     |

**DATE OF NEXT MEETING: January 4<sup>th</sup> 2017**

## **ANNOUNCEMENTS**

Staffing  
Chambers of Commerce update  
December 7<sup>th</sup> Awards Luncheon – please plan to attend  
December 10<sup>th</sup> Party Tickets on sale –please help promote

## **EXECUTIVE SESSION**

- |   |                        |  |
|---|------------------------|--|
| 1 | Affiliate of the Year  | Amity Nowling<br>For consideration: Ratification         |
| 2 | Professional Standards | Bob Hartley<br>For consideration: Ratification<br>Appeal |

REMINDER: NABOR pays to the guaranteed headcount called thru for external catered events – as a courtesy all directors are pre- registered automatically for the lunch and the breakfast. Unless staff is notified in advance of otherwise, you will be invoiced to satisfy the count.

## **ADJOURNMENT**



**Navarre Area Board of REALTORS®  
November 2<sup>nd</sup> 2016– Proposed MINUTES**

**Present:**

Amity Nowling, President  
Mark Miller, President elect  
Jodi Van Wagner, Treasurer  
Doris Taylor, Secretary

Lorie Coogle  
Bob Hartley  
Rhonda Musch  
Robert Nay,

Kathy Spady  
Lynda Walker  
Angela Campbell A.E

**The President called the meeting to order at 9:17 a.m. and read the below statement.**

- The meeting will be tape-recorded
- It shall be the policy of the Board to be in strict compliance with all Federal and State Antitrust laws, rules and regulations and by their signature, members present confirm their attention has been drawn to, and that they understand the legislation
- All items should be treated with the strictest confidentiality
- All Directors are reminded that when acting in their official NABOR capacity, they are required to consider the best interests of the entire membership and that anyone fearing a conflict of interest should excuse them-selves without prejudice.

**Quorum**

A quorum was confirmed.

**Minutes**

A motion was made and seconded to approve the Minutes of October 3<sup>rd</sup> & 12<sup>th</sup> 2016. The motion CARRIED.

**Membership Report**

A motion was made and seconded to approve the Membership Report. The motion CARRIED.

**Financial Status Report**

A motion was made and seconded to accept the October 2016 Financials as presented. The motion CARRIED.  
A motion was made and seconded to accept the October Bad Debt/Voids Report as presented. The motion CARRIED.

**Old Business**

None

**New Business**

**Regional Police Dog Trials**

A motion was made and seconded to sponsor the event in the amount of \$1,000. The motion CARRIED.

**MLS Contract Renewal**

With written confirmation that ECAR have renewed under the same terms, a motion was made and seconded to renew with FBS for 60 months at \$6.60 per person. The motion CARRIED.

**MMT**

No action at this time.

Respectfully submitted: Angela Campbell November 2<sup>nd</sup> 2016

**Thanksgiving & Toy Drive**

No action at this time. Consideration of any remaining Consumer Outreach funds will be made at the next meeting.

**Chamber of Commerce**

After discussion it was agreed to research membership terms of the new chamber (1 year only). Should terms be comparable, Staff was directed to join/renew with both organizations. If competitive terms could not be agreed, consideration of both organizations will be deliberated at the next meeting.

**Announcements**

As presented.

**Date of next meeting: Monday, December 5<sup>th</sup> 2016**

**Adjournment**

There being no further business, the meeting adjourned at 10:15 a.m.

# Navarre Area Board of Realtors®

## Balance Sheet

As of November 30, 2016

	<u>Total</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
1000 Regions - Money Market	98,895.38
1000.50 Money Market	54,147.00
<b>Total 1000 Regions - Money Market</b>	<b>\$ 153,042.38</b>
1010 Regions - Operating Account	19,101.69
1011 Beach Community Bank CD	111,585.95
1015 Sun Trust Money Market	0.00
1016 Sun Trust CD	0.00
1017 Centennial Bank CD	0.00
1018 Centennial / Landrum CD	1,936.67
1019 Centennial CD 2	0.00
1040 CD- AmSouth	0.00
1045 CD-Landrum	0.00
1050 Petty Cash	50.00
<b>Total Bank Accounts</b>	<b>\$ 285,716.69</b>
<b>Accounts Receivable</b>	
1100 Accounts Receivable - Operating	153,870.88
<b>Total Accounts Receivable</b>	<b>\$ 153,870.88</b>
<b>Other current assets</b>	
1210 Undeposited Funds	2,477.72
1250 Deferred Car Show Expenses	0.00
1260 Prepaid Insurance	0.00
1270 Other Receivable	0.00
1280 Escrow/Earnest Money	0.00
<b>Total Other current assets</b>	<b>\$ 2,477.72</b>
<b>Total Current Assets</b>	<b>\$ 442,065.29</b>
<b>Fixed Assets</b>	
1300 Accum Depr-Building	-9,706.00
1310 Accum Depr-Equipment	-32,362.97
1330 Building	0.00
1340 Computer Equipment	3,548.03
1350 Equip & Furniture	31,947.41
1351 MLS Equipment	3,250.18
1360 Land	0.00
1380 New Land	0.00
1390 New Building	218,123.50
1395 New Building Expenditures	24,968.10
7500 Capital Improvements	7,414.75
<b>Total Fixed Assets</b>	<b>\$ 247,183.00</b>

<b>TOTAL ASSETS</b>	<b>\$</b>	<b>689,248.29</b>
<b>LIABILITIES AND EQUITY</b>		
<b>Liabilities</b>		
<b>Current Liabilities</b>		
<b>Other Current Liabilities</b>		
2100 Payroll Liabilities		0.00
2110 Sales Tax Payable		-811.56
2150 Deferred Car Show Income		0.00
Income Taxes Payable		576.00
Sales Tax Agency Payable		785.87
<b>Total Other Current Liabilities</b>	<b>\$</b>	<b>550.31</b>
<b>Total Current Liabilities</b>	<b>\$</b>	<b>550.31</b>
<b>Long-Term Liabilities</b>		
2200 Mortgage Principal		0.00
2400 New Mortgage		0.00
<b>Total Long-Term Liabilities</b>	<b>\$</b>	<b>0.00</b>
<b>Total Liabilities</b>	<b>\$</b>	<b>550.31</b>
<b>Equity</b>		
3000 Opening Bal Equity		0.00
3020 Retained Earnings		573,098.09
Net Income		115,599.89
<b>Total Equity</b>	<b>\$</b>	<b>688,697.98</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$</b>	<b>689,248.29</b>

Thursday, Dec 01, 2016 10:34:43 AM GMT-8 - Accrual Basis

**Navarre Area Board of Realtors®**  
**Profit and Loss**  
**November 2016**

		Total
<b>Income</b>		
4020 C.C. Conv. Fees Collected		81.68
4040 Dues		0.00
4041 Affiliate Dues		1,200.00
4042 FAR dues		57.99
4042.10 Forms Simplicity Ultimate		36.00
Total 4042 FAR dues	\$	93.99
4043 FAR Issues Advocacy Fund		30.00
4044 FAR New Member Processing Fee		90.00
4045 Local NABOR Dues		424.00
4046 NAR Assessment		105.00
4047 NAR Dues		60.00
4048 RPAC		0.00
4049 School Contribution		0.00
Total 4040 Dues	\$	2,002.99
4060 Ethics/Arbitration Fees & Fines		500.00
4080 Late Fee		83.26
4090 Supra Lockboxes/Keys		271.03
4100 MLS Income		0.00
4101 RETS Feed Export		1,050.00
4102 MLS Member Fees		10,257.00
4103 Non Member MLS Listings		125.00
Total 4100 MLS Income	\$	11,432.00
4120 Operating Income		992.33
4122 Education & Orientation		850.00
4123 General Membership Lunches/Breakfast		851.50
4125 Holiday Party		0.00
4125.1 Holiday Party Sponsorship		12,400.00
4125.2 Holiday Party Ticket		2,799.79
Total 4125 Holiday Party	\$	15,199.79
4131 Annual Sponsorship		-6,708.67
Total 4120 Operating Income	\$	11,184.95
4160 Rent Income		775.00
4180 Retail Sales		0.00
4186 Signs		128.00
Total 4180 Retail Sales	\$	128.00
4999 Uncategorized Income		25.00
<b>Total Income</b>	<b>\$</b>	<b>26,483.91</b>
<b>Gross Profit</b>	<b>\$</b>	<b>26,483.91</b>
<b>Expenses</b>		
6000 Accounting Fees		37.90

\$10K to party

6300 Dining		0.00
6310 Board Meeting		13.96
6320 General Membership Lunches/Breakfast		1,445.70
Total 6300 Dining	\$	<b>1,459.66</b>
6400 Dues & Subscriptions		0.00
6410 FAR Dues		203.00
6415 FAR Advocacy		70.00
6416 FAR Processing Fee		210.00
6420 NAR Dues		210.00
6421 NAR Assessment		245.00
6430 Misc. Dues & Subscriptions		100.00
Total 6400 Dues & Subscriptions	\$	<b>1,038.00</b>
6450 Education & Orientation		159.39
6600 Events		0.00
6605 Affiliate Appreciation B'fast		96.42
Total 6600 Events	\$	<b>96.42</b>
6850 Legal Fees		735.00
6900 Maintenance Expense		0.00
6910 Building Maintenance		50.00
6920 Cleaning		300.00
6930 Yard Maintenance		60.00
Total 6900 Maintenance Expense	\$	<b>410.00</b>
6950 MLS		0.00
6960 Internet		55.00
6975 MLS Supplies		383.78
6980 Postage MLS Invoices		12.94
6981 Public Website		1,000.00
6990 Travel/Training		3,257.00
Total 6950 MLS	\$	<b>4,708.72</b>
7050 Office Expense		0.00
7060 Copier Lease		108.00
7070 Office Supplies Expense		173.18
Total 7050 Office Expense	\$	<b>281.18</b>
7100 Payroll Expense		0.00
7105 Landrum Professional Services		1,524.84
7110 Payroll Taxes		1,545.39
7115 Salaries		8,364.61
Total 7100 Payroll Expense	\$	<b>11,434.84</b>
7150 Taxes		0.00
7170 Property Tax		1,963.64
Total 7150 Taxes	\$	<b>1,963.64</b>
7250 Travel & Conferences		-3,257.00
7295 Registrations		-100.00
Total 7250 Travel & Conferences	-\$	<b>3,357.00</b>
7300 Utilities		0.00
7310 Electricity		255.08
7320 Telephone		235.85



7330 Trash Removal		235.60
7340 Water		9.56
<b>Total 7300 Utilities</b>	<b>\$</b>	<b>736.09</b>
7400 New Building Costs		3,921.58
<b>Total Expenses</b>	<b>\$</b>	<b>23,625.42</b>
<b>Net Operating Income</b>	<b>\$</b>	<b>2,858.49</b>
<b>Other Income</b>		
8000 Interest Income		266.87
<b>Total Other Income</b>	<b>\$</b>	<b>266.87</b>
<b>Other Expenses</b>		
9200 Other Miscellaneous Expense		0.00
9204 Healing Paws For Warriors Donations		25.00
<b>Total 9200 Other Miscellaneous Expense</b>	<b>\$</b>	<b>25.00</b>
<b>Total Other Expenses</b>	<b>\$</b>	<b>25.00</b>
<b>Net Other Income</b>	<b>\$</b>	<b>241.87</b>
<b>Net Income</b>	<b>\$</b>	<b>3,100.36</b>

Thursday, Dec 01, 2016 10:36:02 AM GMT-8 - Accrual Basis

**Navarre Area Board of Realtors®**  
**Budget vs. Actuals: 2016**  
 January - December 2016

	Actual	Total Budget	% of Budget
<b>Income</b>			
4000 Bank Transfer	0.00	0.00	
4020 C.C. Conv. Fees Collected	1,325.83	1,000.00	132.58%
4040 Dues	50.00	0.00	
4041 Affiliate Dues	14,325.00	16,000.00	89.53%
4042 FAR dues	36,615.65	29,580.00	123.79%
4042.10 Forms Simplicity Ultimate	4,004.00	3,060.00	130.85%
Total 4042 FAR dues	<b>\$ 40,619.65</b>	<b>\$ 32,640.00</b>	<b>124.45%</b>
4043 FAR Issues Advocacy Fund	8,934.00	2,550.00	350.35%
4044 FAR New Member Processing Fee	1,470.00	210.00	700.00%
4045 Local NABOR Dues	84,945.00	66,240.00	128.24%
4046 NAR Assessment	11,580.00	8,925.00	129.75%
4047 NAR Dues	37,460.00	30,600.00	122.42%
4048 RPAC	8,628.00	3,750.00	230.08%
4049 School Contribution	1,380.00	600.00	230.00%
Total 4040 Dues	<b>\$ 209,391.65</b>	<b>\$ 161,515.00</b>	<b>129.64%</b>
4050 Office Fee-New Brokers	400.00	1,000.00	40.00%
4060 Ethics/Arbitration Fees & Fines	500.00	250.00	200.00%
4070 Consumer Outreach	500.00	8,000.00	6.25%
4080 Late Fee	1,215.98	1,000.00	121.60%
4090 Supra Lockboxes/Keys	6,202.83	2,500.00	248.11%
4090.10 Lockbox assignment fee	0.00	100.00	0.00%
Total 4090 Supra Lockboxes/Keys	<b>\$ 6,202.83</b>	<b>\$ 2,600.00</b>	<b>238.57%</b>
4100 MLS Income	0.00	0.00	
4101 RETS Feed Export	18,800.00	15,200.00	123.68%
4102 MLS Member Fees	113,083.90	113,610.00	99.54%
4103 Non Member MLS Listings	2,350.00	2,000.00	117.50%
4104 Public MLS Sponsorship	0.00	1,000.00	0.00%
Total 4100 MLS Income	<b>\$ 134,233.90</b>	<b>\$ 131,810.00</b>	<b>101.84%</b>
4120 Operating Income	992.33	0.00	
4121 Car Show	0.00	0.00	
4122 Education & Orientation	12,337.14	12,500.00	98.70%
4123 General Membership Lunches/Breakfast	10,234.56	10,000.00	102.35%
4123.1 Holiday Awards Luncheon	30.00	2,800.00	1.07%
Total 4123 General Membership Lunches/Breakfast	<b>\$ 10,264.56</b>	<b>\$ 12,800.00</b>	<b>80.19%</b>
4124 Golf Tournament	10,500.00	23,000.00	45.65%
4124.1 Golf Player	5,680.00	0.00	
4124.2 Golf Sponsor	6,419.80	0.00	
Total 4124 Golf Tournament	<b>\$ 22,599.80</b>	<b>\$ 23,000.00</b>	<b>98.26%</b>
4125 Holiday Party	0.00	15,000.00	0.00%

4125.1 Holiday Party Sponsorship	12,400.00	0.00	
4125.2 Holiday Party Ticket	3,499.79	0.00	
<b>Total 4125 Holiday Party</b>	<b>\$ 15,899.79</b>	<b>\$ 15,000.00</b>	<b>106.00%</b>
4127 Home Show	8,000.00	11,000.00	72.73%
4127.1 Home Show Sponsor	1,500.00	0.00	
4127.2 Home Show vendor	2,100.00	0.00	
<b>Total 4127 Home Show</b>	<b>\$ 11,600.00</b>	<b>\$ 11,000.00</b>	<b>105.45%</b>
4131 Annual Sponsorship	6,037.96	4,000.00	150.95%
<b>Total 4120 Operating Income</b>	<b>\$ 79,731.58</b>	<b>\$ 78,300.00</b>	<b>101.83%</b>
4160 Rent Income	3,771.95	8,000.00	47.15%
4163 Community Center Rent	750.00	0.00	
<b>Total 4160 Rent Income</b>	<b>\$ 4,521.95</b>	<b>\$ 8,000.00</b>	<b>56.52%</b>
4180 Retail Sales	0.18	5,000.00	0.00%
4181 Boxes	835.32	0.00	
4186 Signs	3,828.05	0.00	
<b>Total 4180 Retail Sales</b>	<b>\$ 4,663.55</b>	<b>\$ 5,000.00</b>	<b>93.27%</b>
4999 Uncategorized Income	25.00	0.00	
Services	770.30	0.00	
<b>Total Income</b>	<b>\$ 443,482.57</b>	<b>\$ 398,475.00</b>	<b>111.29%</b>
<b>Cost of Goods Sold</b>			
5000 Cost of Goods Sold	5,072.93	2,000.00	253.65%
<b>Total Cost of Goods Sold</b>	<b>\$ 5,072.93</b>	<b>\$ 2,000.00</b>	<b>253.65%</b>
<b>Gross Profit</b>	<b>\$ 438,409.64</b>	<b>\$ 396,475.00</b>	<b>110.58%</b>
<b>Expenses</b>			
6000 Accounting Fees	5,029.00	5,300.00	94.89%
6050 Marketing & Advertising	1,925.00	2,000.00	96.25%
6070 Consumer Outreach	12,022.08	8,000.00	150.28%
<b>Total 6050 Marketing &amp; Advertising</b>	<b>\$ 13,947.08</b>	<b>\$ 10,000.00</b>	<b>139.47%</b>
6150 Bank Service Chgs	10.00	100.00	10.00%
6200 Credit Card Conv. Fees Paid	2,341.73	1,000.00	234.17%
6300 Dining	0.00	0.00	
6310 Board Meeting	144.01	300.00	48.00%
6320 General Membership Lunches/Breakfast	11,203.24	10,000.00	112.03%
6321 Holiday Awards Luncheon	0.00	2,000.00	0.00%
6322 Holiday Gifts & Awards	0.00	2,000.00	0.00%
6330 Business Lunches	0.00	200.00	0.00%
<b>Total 6300 Dining</b>	<b>\$ 11,347.25</b>	<b>\$ 14,500.00</b>	<b>78.26%</b>
6350 Donations	0.00	0.00	
6360 School Contribution	500.00	600.00	83.33%
<b>Total 6350 Donations</b>	<b>\$ 500.00</b>	<b>\$ 600.00</b>	<b>83.33%</b>
6400 Dues & Subscriptions	0.00	0.00	
6410 FAR Dues	33,812.51	29,580.00	114.31%
6410.10 Form Simplicity Ultimate	3,300.00	3,060.00	107.84%
<b>Total 6410 FAR Dues</b>	<b>\$ 37,112.51</b>	<b>\$ 32,640.00</b>	<b>113.70%</b>
6415 FAR Advocacy	3,050.00	2,550.00	119.61%
6416 FAR Processing Fee	1,680.00	210.00	800.00%
6420 NAR Dues	34,500.00	30,600.00	112.75%

6421 NAR Assessment	10,780.00	8,925.00	120.78%
6430 Misc. Dues & Subscriptions	301.25	400.00	75.31%
6435 D-9 Member Fee	265.00	255.00	103.92%
6440 RPAC	4,532.00	3,750.00	120.85%
<b>Total 6400 Dues &amp; Subscriptions</b>	<b>\$ 92,220.76</b>	<b>\$ 79,330.00</b>	<b>116.25%</b>
6450 Education & Orientation	3,892.80	8,000.00	48.66%
6500 Employee Bonus	0.00	2,500.00	0.00%
6600 Events	0.00	0.00	
6605 Affiliate Appreciation B'fast	96.42	500.00	19.28%
6610 Car Show	0.00	0.00	
6611 Donation	0.00	0.00	
<b>Total 6610 Car Show</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	
6615 Golf Tournament	8,083.15	8,500.00	95.10%
6616 Donation	1,000.00	1,000.00	100.00%
<b>Total 6615 Golf Tournament</b>	<b>\$ 9,083.15</b>	<b>\$ 9,500.00</b>	<b>95.61%</b>
6620 Holiday Party	0.00	10,000.00	0.00%
6627 Home Show	2,819.18	3,500.00	80.55%
6641 Building party	0.00	0.00	
<b>Total 6600 Events</b>	<b>\$ 11,998.75</b>	<b>\$ 23,500.00</b>	<b>51.06%</b>
6650 Insurance Expense	0.00	0.00	
6655 New Building	1,760.00	7,500.00	23.47%
6660 Liability Insurance (comm center)	2,134.55	2,300.00	92.81%
6670 Bonding	296.00	300.00	98.67%
<b>Total 6650 Insurance Expense</b>	<b>\$ 4,190.55</b>	<b>\$ 10,100.00</b>	<b>41.49%</b>
6700 Gifts/Donations	73.57	400.00	18.39%
6800 Late Fee Expense	0.00	100.00	0.00%
6850 Legal Fees	735.00	1,500.00	49.00%
6900 Maintenance Expense	0.00	0.00	
6910 Building Maintenance	1,799.47	1,500.00	119.96%
6920 Cleaning	2,390.00	3,500.00	68.29%
6930 Yard Maintenance	340.00	600.00	56.67%
<b>Total 6900 Maintenance Expense</b>	<b>\$ 4,529.47</b>	<b>\$ 5,600.00</b>	<b>80.88%</b>
6950 MLS	0.00	0.00	
6955 Equipment Repair	199.00	500.00	39.80%
6960 Internet	615.00	780.00	78.85%
6965 MLS Equipment	667.64	1,000.00	66.76%
6970 MLS Service	25,834.00	28,308.00	91.26%
6975 MLS Supplies	1,388.50	1,700.00	81.68%
6980 Postage MLS Invoices	212.31	200.00	106.16%
6981 Public Website	2,431.90	3,500.00	69.48%
6990 Travel/Training	7,148.98	3,000.00	238.30%
<b>Total 6950 MLS</b>	<b>\$ 38,497.33</b>	<b>\$ 38,988.00</b>	<b>98.74%</b>
7050 Office Expense	0.00	0.00	
7055 Computer Software	0.00	250.00	0.00%
7060 Copier Lease	1,188.00	1,200.00	99.00%
7065 Office Equipment	358.29	2,000.00	17.91%
7070 Office Supplies Expense	1,095.77	2,000.00	54.79%

7075 Postage & Delivery	15.30	200.00	7.65%
<b>Total 7050 Office Expense</b>	<b>\$ 2,657.36</b>	<b>\$ 5,650.00</b>	<b>47.03%</b>
7100 Payroll Expense	0.00	125,000.00	0.00%
7105 Landrum Professional Services	15,549.96	0.00	
7110 Payroll Taxes	14,951.10	0.00	
7115 Salaries	78,203.28	0.00	
<b>Total 7100 Payroll Expense</b>	<b>\$ 108,704.34</b>	<b>\$ 125,000.00</b>	<b>86.96%</b>
7150 Taxes	0.00	0.00	
7160 Federal Income Tax	590.00	500.00	118.00%
7170 Property Tax	1,963.64	2,500.00	78.55%
7180 Sales Tax	0.00	0.00	
7182 Sales Tax-Retail Sales	0.00	500.00	0.00%
<b>Total 7180 Sales Tax</b>	<b>\$ 0.00</b>	<b>\$ 500.00</b>	<b>0.00%</b>
<b>Total 7150 Taxes</b>	<b>\$ 2,553.64</b>	<b>\$ 3,500.00</b>	<b>72.96%</b>
7250 Travel & Conferences	-4,784.00	10,000.00	-47.84%
7255 Airfare	2,026.40	0.00	
7260 Car Rental/Cab Fare	260.63	0.00	
7275 Hotel	4,063.08	0.00	
7285 Mileage/Tolls	1,199.40	0.00	
7290 Per Diem	1,500.00	0.00	
7295 Registrations	654.00	0.00	
<b>Total 7250 Travel &amp; Conferences</b>	<b>\$ 4,919.51</b>	<b>\$ 10,000.00</b>	<b>49.20%</b>
7300 Utilities	0.00	7,500.00	0.00%
7310 Electricity	2,530.82	0.00	
7320 Telephone	3,248.95	0.00	
7330 Trash Removal	1,321.59	0.00	
7340 Water	74.82	0.00	
<b>Total 7300 Utilities</b>	<b>\$ 7,176.18</b>	<b>\$ 7,500.00</b>	<b>95.68%</b>
7400 New Building Costs	3,921.58	20,000.00	19.61%
<b>Total Expenses</b>	<b>\$ 319,245.90</b>	<b>\$ 373,168.00</b>	<b>85.55%</b>
<b>Net Operating Income</b>	<b>\$ 119,163.74</b>	<b>\$ 23,307.00</b>	<b>511.28%</b>
<b>Other Income</b>			
8000 Interest Income	1,075.96	500.00	215.19%
8500 Miscellaneous Income	139.00	0.00	
8501 Relay for Life	1,520.00	0.00	
8504 Healing Paws For Warriors	500.00	0.00	
<b>Total 8500 Miscellaneous Income</b>	<b>\$ 2,159.00</b>	<b>\$ 0.00</b>	
<b>Total Other Income</b>	<b>\$ 3,234.96</b>	<b>\$ 500.00</b>	<b>646.99%</b>
<b>Other Expenses</b>			
9200 Other Miscellaneous Expense	0.18	0.00	
9201 Relay for Life	1,670.00	0.00	
9204 Healing Paws For Warriors Donations	525.00	0.00	
<b>Total 9200 Other Miscellaneous Expense</b>	<b>\$ 2,195.18</b>	<b>\$ 0.00</b>	
<b>Total Other Expenses</b>	<b>\$ 2,195.18</b>	<b>\$ 0.00</b>	
<b>Net Other Income</b>	<b>\$ 1,039.78</b>	<b>\$ 500.00</b>	<b>207.96%</b>
<b>Net Income</b>	<b>\$ 120,203.52</b>	<b>\$ 23,807.00</b>	<b>504.91%</b>

## Bad Debt/Voids Report

Account Name	Invoice Date	Date Voided	Amount	Reason
Holiday Builders	11/1/2016	11/1/2016	250	Void #235002 Duplicate invoice
Caliber Home Loans	10/12/2016	11/1/2016	11	Void #234478 - Duplicate Invoice
Ferguson Insurance	8/31/2016	11/1/2016	200	Void #234044 - Non Renewal - Affiliate Member
Kimberly Simmermon	10/18/2016	11/7/2016	568	Void #234772 - Non Renewal Realtor Member
Angeie Lee	7/14/2016	11/15/2016	11	Void #233920 - Duplicaste invoice - cash sale
Matthew Hewatt	10/13/2016	11/15/2016	15	Void # 234491 - Duplicate Invoice
Wanda Jordan	10/26/2016	11/17/2016	3.73	Void #234965 - Duplicate Invoice in Bay Source RE
Wanda Jordan	11/8/2016	11/17/2016	10	Void #235055 - Duplicate Invoice in Bay Source RE
Tonya Zimmern	10/18/2016	11/21/2016	230	Void #234826 - Billed as Secondary but is Primary Member

To: Navarre Board of REALTORS

11/28/16

From: Carol Andersen, REALTOR and Volunteer for the Emerald Coast Wildlife Refuge

Subject: Formal Request for Donations to the Emerald Coast Wildlife Refuge

Dear NABOR members,

The Emerald Coast Wildlife Refuge (ECWR) is a 501c3 organization that rescues, rehabilitates, and releases orphaned, injured or sick wildlife following rehabilitation as a public service for the five Gulf Coast counties of the Northwest Florida from its Refuge on Okaloosa Island, Fort Walton Beach, Florida. My husband and I have been two of the Navarre Area rescuers and we've rescued everything from owls to tortoises and released pelicans, red-tailed hawks, bunnies, woodpeckers, raccoons and possums back into their habitat area.

It costs roughly \$530,000 a year, about \$1450 per day to provide the world-class care ECWR provides to its wildlife patients. On any given day, we have between 150 and 250 animals in our care...from snakes to skunks, from armadillos to wallabies. With the exception of a single grant from the BP oil spill, we are a 100% donor-funded organization. Yet donations are down nearly 300% from 2014. With numbers of animal patients at record levels and continuing rises in medicines and medical supplies, we simply cannot continue to operate without additional financial support. Our financial coffers are perhaps as empty as they have ever been, so we are trying to raise \$36,000 between now and the end of the year.

So, this is my plea. I am asking for any amount NABOR can assist us with and any amount you as a local REALTOR can donate. Nearly 50% of our rescues come from Santa Rosa County, a large portion of which are in the Navarre area all likely due to the rapid growth we continue to see and the resulting loss of habitat. Ultimately, this growth results in more human – animal interaction of the negative sort. All too often, we're called to the Pier to rescue hooked and injured birds, sea turtles and mammals each of which can result in weeks, if not months, of care. We also respond to many animals in distress inland in Navarre and Santa Rosa County. From scores of baby squirrels, raccoons and possum to fox, gopher tortoise, deer, bobcat, great blue heron, vultures, bald eagles, osprey, night heron, red-shouldered hawks, great horned owl, barn owl and the many songbirds that reside in our area the ECWR has provided professional care and rehabilitation to thousands of critters each year

The ECWR's marine mammal stranding team has responded to 20 bottlenose dolphins in distress so far this year, and assisted NOAA's law enforcement team in the investigations of 2 dolphins intentionally killed in Gulf waters. In September, the team assisted FWC with the rescue of a female manatee and her young calf when they were stranded in shallow water after a hurricane. After medical assessments performed by ECWR veterinarian Dr. Macy Trosclair, both were deemed healthy and were released.

The ECWR works hard to release any rescued animal back into its original habitat. One of our most recent releases occurred on Navarre's East Bay when we repatriated 3, now healthy,

pelicans. Our own Navarre Chamber of commerce, Navarre Press and Channel 3 WEAR all attended this happy event!

The ECWR also provides many community education programs. We had the honor of conducting 75 educational events with over 5,000 students from over 20 schools in Santa Rosa, Okaloosa, and Walton counties, ranging in age from 2 to post-graduate college interns. Many of these young nature lovers were students in our local Navarre elementary, middle, and high schools. These events were conducted at our zoo, the ECWR Zoological Park in Crestview, in our area schools, and during our very successful summer camps called Summerwild.

Donations to sponsor the upgrade of an animal habitat are available for as little as \$500, and we'll make sure you are recognized on the habitat you sponsor. Your contribution of \$200, \$100, or even \$25 will make a difference in helping us care for *them*. Consider investing in the lives of our wildlife as we approach this holiday season for a gift that enriches each of our own lives here on the Emerald Coast. As noted above it costs roughly \$530,000 a year to operate the Emerald Coast Wildlife Refuge. It would only take 530 generous folks to contribute \$1000 each, to allow us to continue our mission, but please contribute what you can, as soon as you can, as every bit helps. We can accept donations of cash in person or checks mailed to the Refuge at 105 Santa Rosa Blvd Fort Walton Beach, FL 32548, credit card payments over the phone at 850-650-1880, paypal from our website <http://ecwildliferefuge.com>...you name it. Mail it in, contribute through the website, or come see the great work our team of professionals and volunteers are doing at the Refuge on Okaloosa Island, or at the Zoo 7 miles east of Crestview and drop off your donation in person.

Respectfully,

Carol Andersen



## Consumer Outreach

From: **Michelle Abrams** <[outreachnavarre@gmail.com](mailto:outreachnavarre@gmail.com)>

Thank you for your message this morning!! We are so thankful for organizations like yours who want to help meet the needs of others in our community! We love working with other local organizations that see the benefits of helping our neighbors!

The Weekend Food Program was started in 2010 by Sharon Conner in Gulf Breeze. Each year she raised more funds and added another school to their program. In 2012/2013 I began volunteering and wanted to bring the Navarre schools back to Navarre so that our community could encircle its own students with love. Like most people, before I began volunteering, I did not even know there was a problem with hunger in our community.

In early 2015, Tonia Smith joined with me to begin exploring bringing the Navarre schools to Navarre. At the beginning of that school year, we received the approval to take over the Navarre schools and at that time, we had only 5 of the 6 schools on board to take part in the program. This year, we added the 6th and now ALL Navarre area schools and children are able to take part in our program.

Today, we serve 404 local Navarre area students with over 150 more being serviced in the Gulf Breeze area by their chapter of the Weekend Food Program. It costs \$2.50 a week to support a student through our program and that money is spent purchasing 2 breakfasts, 2 lunches and 2 snacks for each child in the program. It costs \$35,000 a year to fund our efforts just here locally in Navarre and we depend on people like you and your organization to help us support our children. We consider this loving on our neighbors.

All of the donated funds we receive go back to providing food each week. There are no salaries or costs of the program taken from those funds - all other costs are either donated by other individuals/businesses or covered by Tonia and myself to keep the program moving forward. We believe the money should most definitely go where the mouth is in our programs case.

The children are each qualified through the Free or Reduced Lunch program at each school and then the school counselors provide them with the information on the availability of our program. We are never told the names of the children and we do this anonymously weekly. We depend heavily on our weekly volunteers (about 30 - 40 a week) who join us on Thursday evenings at the NYSA to help us bag these bags and then some of those same volunteers take the totes of food to each school on Friday mornings and deliver them to the counselors. None of us ever see the child this is impacting either as the school counselors deliver the bags of food during recess and lunch and slip it quietly and unnoticed into the child's backpack. (Our Facebook page will tell of bagging events in December as the days get changed due to school plans, etc.)

We know that each week these bags answer the prayers not only of children and families in need in our local area, but also of the school teachers, counselors, principals and countless others who see the impact as they are delivered. We even include a little business card sized inspirational message each week - because we believe that when you are going through something like not having food that the needs go much further than just physical nourishment. We believe we are the pebble being thrown in that can create a positive ripple of love across our community - and our volunteers and supporters like you, join us in making that happen week after week.

I thank you for reaching out to me for information on our program. We are excited to be able to work with you in the near future!

Michelle Abrams  
229-938-1821

Proposed 2016 MLS rules changes as of 10/31/2016

Added List Date definition

Corrected section number from 4.5 to 4.6.

Section 1 Note 5: compensation added to Auction property type, adjusted Section 1 Note 5 accordingly.

Added Section 1 Note 8 – Fractional Ownership Disclosure

**NAVARRE AREA BOARD  
OF REALTORS<sup>®</sup>**

**MULTIPLE LISTING SERVICE**

**(MLS)**

**RULES**

**February 16, 2000**  
**(Proposed 12/2016)**

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# PREAMBLE

**Notice to Association Members and Non-Member Brokers:** Under the long established policy of this Association, the Florida Association of REALTORS<sup>®</sup>, and the National Association of REALTORS<sup>®</sup>:

1. The broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the broker and their client(s), and is not fixed, controlled, recommended, or maintained by any persons not a party to the listing agreement.
2. The compensation paid by a listing broker to a cooperating broker in respect to any listing established by the listing broker and is not fixed, controlled, recommended or maintained by any persons other than the listing broker.

**Purpose of these MLS Rules:** These MLS Rules are designed to guide Participants; however, they are not to be construed as arbitrary restrictions on business practices. They are based on experience and are not designed to be restrictive upon the personal rights of participating individuals.

**Entitlement to Compensation:** Entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale.

**Purpose of a Multiple Listing Service (MLS):** A Multiple Listing Service is a means by which Participants make blanket, unilateral offers of compensation to other Participants (acting in a capacity as authorized by F.S. Chapter 475); by which cooperation among participants is enhanced; by which information is accumulated and disseminated to enable authorized participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients/customers and the public.

## MLS Antitrust Compliance Policy

The purpose of multiple listing is the orderly correlation and dissemination of listing information to participants so they may better serve the buying and selling public. Boards and associations of REALTORS® and their multiple listing services shall not enact or enforce any rule which restricts, limits, or interferes with participants in their relations with each other, in their broker/client relationships, or in the conduct of their business in the following areas.

Boards and associations of REALTORS® and their MLSs shall not:

1. Fix, control, recommend, or suggest the commissions or fees charged for real estate brokerage services (Interpretation 14).
2. Fix, control, recommend, or suggest the cooperative compensation offered by listing brokers to potential cooperating brokers.
3. Base dues, fees, or charges on commissions, listed prices, or sales prices. Initial participation fees and charges should directly relate to the costs incurred in bringing services to new participants.
4. Modify, or attempt to modify, the terms of any listing agreement; this does not prohibit administrative corrections of property information necessary to ensure accuracy or consistency in MLS compilations.
5. Refuse to include any listing in an MLS compilation solely on the basis of the listed price.
6. Prohibit or discourage participants from taking exclusive agency listings or refusing to include any listing in an MLS compilation solely on the basis that the property is listed on an exclusive agency basis.
7. Prohibit or discourage participants from taking "office exclusive" listings; certification may be required from the seller or listing broker that the listing is being withheld from the MLS at the direction of the seller.
8. Give participants or subscribers blanket authority to deal with or negotiate with buyers or sellers exclusively represented by other participants (Interpretation 10).
9. Establish, or permit establishment of, any representational or contractual relationship between an MLS and sellers, buyers, landlords, or tenants.
10. Prohibit or discourage cooperation between participants and brokers that do not participate in the MLS.
11. Prohibit or discourage participants or subscribers from participating in political activities (Interpretation 15).
12. Interfere in or restrict participants in their relationships with their affiliated licensees (Interpretations 16 and 17).

As used in this policy, "rule" includes all rules, regulations, bylaws, policies, procedures, practices, guidelines, or other governance provisions, whether mandatory or not. "Multiple listing service" and "MLS" means multiple listing service committees of boards and associations of REALTORS® and separately-incorporated multiple listing services owned by one or more boards or associations of REALTORS®.

These policy prohibitions are subject to and limited by applicable statutes, ordinances, and governmental regulations, to agreements entered into by an MLS or board or association of REALTORS® and an agency of government, and to final decrees of courts or administrative agencies.

This policy does not prohibit boards or associations of REALTORS® or their MLSs from adopting rules or policies establishing the legitimate uses of MLS information, from prohibiting unauthorized uses of MLS information, or from establishing rules or policies necessary to prevent illegal collective action, including price-fixing and boycotts.

It is the duty and responsibility of all boards and associations of REALTORS® and MLSs owned by or controlled by boards or associations of REALTORS® to ensure that all bylaws, rules, regulations, and other governance provisions comply with all mandatory multiple listing policies of the NATIONAL ASSOCIATION OF REALTORS®. Boards and associations of REALTORS® failing to conform with these policies will be required to show cause why their charters should not be revoked.

The numbered references refer to the official interpretations of Article I, Section 2 of the bylaws of the NATIONAL ASSOCIATION OF REALTORS®.



## Listing Procedures

**Section 1. LISTING PROCEDURES:** Listings of real property or marketable (equitable) interest in real property, which may include personal property, are taken subject to a real estate broker's license, within the territorial jurisdiction of the Association (defined as the NAVARRE AREA BOARD OF REALTORS®). Listings taken by Participants (see note 1) shall be submitted to the Multiple Listing Service (MLS) within two (2) business days after all necessary signatures of seller(s) have been obtained unless otherwise indicated in the listing agreement or other documentation. *(amended 2/03)*



Failure to submit a listing to the MLS within two (2) business days except for reasons specified in Section 1 is a **Class 2** violation of the MLS Rules (see Section 9).

Listings may be of the following types:

- (a) single family homes for sale or exchange
- (b) vacant lots and acreage for sale or exchange
- (c) two-family, three-family, and four-family residential property for sale or exchange
- (d) pre-sold and one-time listings (see note 3)
- (e) timeshares



Incorrectly identifying the property type within the MLS is a **Class 2** violation of the MLS Rules (see Section 9).

**NOTE 1:** Any listing submitted to the MLS must represent a fully executed exclusive agreement between the seller and the listing broker to sell the listed property. The listing agreement must include the seller's authorization to submit the listing agreement to the MLS. Original listing agreements will be provided to the MLS for inspection on demand.



Submitting a listing to the MLS without obtaining a fully executed exclusive agreement between the seller and the listing broker to sell the listed property to the MLS is a **Class 2** violation of the MLS Rules (see Section 9).

The permitted types of listing agreements accepted by the MLS, with or without named exceptions, include (For definitions, see Appendix A):

- (a) Exclusive right of sale – single agent
- (b) Exclusive agency – single agent
- (c) Exclusive right of sale – transaction broker
- (d) Exclusive agency – transaction broker
- (e) Exclusive right of sale – non-representative
- (f) Exclusive agency – non-representative



Incorrectly identifying the type of listing agreement within the MLS is a **Class 2** violation of the MLS Rules (see Section 9).

Participants shall **not** submit net listings, open listings, in-house listings, business opportunities (including but not limited to shares of an LLC), but these listings may be subject to the requirements of Section 1.3, Non-MLS Listings. (amended 5/12)



Entering a net listing, open listing, in-house listing, or business opportunity into the MLS is a **Class 1** violation of the MLS Rules (see Section 9).

The MLS may reserve the right to refuse to accept a listing form that fails to adequately protect the interests of the public and the Participants. (amended 8/00)

The exclusive agency listing authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on a blanket unilateral basis, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listing and exclusive right to sell listings with named prospects exempted (“named exceptions”) should be clearly distinguished using the appropriate entry on the listing entry sheet, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no names prospects exempted. Care should be taken to ensure that the correct selections are made to distinguish between exclusive agency and exclusive right to sell listings with prospect reservations.

**NOTE 2:** All closed sales of unlisted property shall be submitted to the MLS to provide comparable sold data in order to provide better marketing information and service to our clients/customers and the other MLS participants. Any sold information submitted to the MLS requires the authorization of the seller or purchaser. (amended 1/15)

**NOTE 3:** If there is a marketable (equitable) interest in a listed property, the description of the marketable (equitable) interest must be disclosed in the remarks section only of the MLS listing. (See Appendix A)



Failing to include a description of marketable (equitable) interest in the remarks section only of an MLS listing or erroneously indicating such an instance is a **Class 2** violation of the MLS Rules (see Section 9).

**NOTE 4:** Any feature offered by the Service to facilitate the ability for participants to provide sample MLS reports to potential sellers for the purpose of soliciting listing services (Provisional Listings) shall not in any way minimize or eliminate any requirement or responsibility of a listing broker for submitting a listing to the Service as described in these MLS Rules.

**NOTE 5:** Participants may enter information about future auctions of property in a separate Auction category. If a property is advertised as an auction on or using an auction process on a third party website by the seller or listing agency, it must be listed in the auction category of the MLS. See Section 2.9 for a Participant's responsibility to report information on property sold at auction. *(added 04/09, amended 10/2016)*



Entering a listing subject to auction into the MLS except into the Auction category as described in Section 1, NOTE 5 above, is a **Class 1** violation of the MLS Rules (see Section 9).

**NOTE 6:** A property may not be active in the MLS under more than one MLS number simultaneously in the same category and the same Listing Office and Listing Agent.



Having two or more active listings for the same property in the same category and under the same Listing Office and Agent at the same time is a **Class 3** violation of the MLS Rules (see Section 9).

**NOTE 7:** A property may be entered into multiple residential categories or subtypes, ie DSF, ASU, Condo, Residential Land, Farms & Acreage, *based only on legal classification and design*. For example, a property registered with the county as a Condo, but designed as Detached Single Family may be entered into the MLS under both the Condo and DSF categories. Disclosure of the correct legal category, as determined by the county property appraiser record, must be included at the beginning of the public Remarks field. Example disclosure: "This property is designed as a ... but is legally recorded with the county as a ..." Only the property in the correct legal category may be changed to pending or sold. The other listing must be permanently withdrawn. *(added 9/13) (amended 2/10/14)*


**NOTE 8:** Properties entered into the Fractional Ownership property type must include a statement at the beginning of the public Remarks field disclosing that the property is a Fractional Ownership sale. *(Added 10/2016)*




Failing to include a disclosure of a Fractional Ownership sale in the public Remarks field is a **Class 2** violation of the MLS Rules (see Section 9).

**Section 1.1 LISTINGS SUBJECT TO RULES AND REGULATIONS OF THE MLS:** Any listing submitted to the MLS is subject to the rules and regulations of the MLS upon signature of the seller(s) and accepted by the Broker or an authorized agent of the Broker.


**Section 1.2 DETAIL ON LISTINGS SUBMITTED TO THE MLS:** A listing, when submitted to the MLS by the listing broker, shall be complete in every detail ascertainable.

	Entering incorrect, erroneous, or incomplete listing information is a <b>Class 2</b> violation of the MLS Rules (see Section 9).
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**NOTE 1 – Seller/Buyer Name:** In order for the Seller’s or Buyer’s name to be omitted from the MLS detail, the Broker must send a completed Notice of Request to Withhold Name from the Multiple Listing Service (see Appendix E) or similar form to the Service at the time the listing is submitted to the MLS. “Withheld By Request” will then be used in lieu of the Seller’s or Buyer’s name. This is the only acceptable entry in the MLS in lieu of the Seller’s or Buyer’s name. (Amended 9/13)

	Failing to disclose the Seller’s or Buyer’s name without sending the Service a completed Notice of Request to Withhold Name from the Multiple Listing Service or similar form; and/or failing to use “Withheld By Request” in lieu of the Seller’s or Buyer’s name is a <b>Class 2</b> violation of the MLS Rules (see Section 9). (Amended 9/13)
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**NOTE 2 – Listing Photos:** Every listing submitted to the Service, with the exception of listings entered into the “Residential Land” category, must include at least one photo or rendering of the property, except where sellers expressly direct that photographs of their property not appear in MLS compilations. If photos are prohibited by the seller, the NABOR stock photo and No Property Photo form must be used. The photo must be submitted within one (1) day of the listing being activated. If a photo is posted to a Residential Land listing, the primary photo must be of the property, except where prohibited. Additional photos may be included with the listing as desired. (amended 09/13)

	Failing to submit at least one photo within one (1) day of listing activation, or failure to have the primary photo of a Residential Land listing be one of the property, except where prohibited, is a <b>Class 2</b> violation of the MLS Rules (see Section 9). (amended 9/13)
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**NOTE 3 – Sale Type:** Listings submitted to the service that have certain characteristics as found in the “Sale Type” list within the MLS system must be disclosed as described below: (added 05/01/08)

**“As is” Property:** Listings submitted to the service that are offered “as is,” or contain other similar conditions of sale, must have “As Is” selected in the Sale Type list and include a description of these conditions of sale within the *remarks section only* of the listing when submitted to the MLS. (amended 05/01/08)

**Assignments, Estates in Probate, and REOs, :** Listings submitted with any of these characteristics must have the appropriate item selected in the Sale Type list. *(added 05/01/08, amended 8/27/09, 3/18/10, 12/01/12, 5/13)*

**Bankruptcy, HAP, VA Compromise Short Sale, and In Foreclosure:** Listings submitted with any of these characteristics must have the appropriate item selected in the Sale Type list In addition, a disclosure as described in Section 5, Note 5 of these MLS Rules must be included in the Agent Notes section of the listing. The following template may be used for the disclosure: *(added 05/01/08, 12/01/12)*

*\*\*\* NOTICE TO COOPERATING BROKERS – This transaction is subject to and contingent on third party approval; the compensation offered through MLS will be reduced if the court reduces the gross commission, in which case any commission paid will be split \_\_\_% for the listing broker, \_\_\_% for the cooperating broker.*

**Short Sales:** Listings where title transfers, where the sale price is insufficient to pay the total of all liens and cost of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies must have “Short Sale” selected in the Sale Type list when authorized in writing by the seller(s) to do so. When “Short Sale” is selected, a disclosure as described in Section 5, Note 5 of these MLS Rules may be included in the Agent Notes section of the listing. The following template may be used for the disclosure: *(added 05/01/08, revised 8/27/09, 12/01/12)*

*\*\*\* NOTICE TO COOPERATING BROKERS – This transaction is subject to and contingent on third party approval; the compensation offered through MLS will be reduced if the lender(s) reduce the gross commission, in which case any commission paid will be split \_\_\_% for the listing broker, \_\_\_% for the cooperating broker.*

When a listing is marked as Short Sale in the Sale Type field, the first statement in the Remarks field must be “Short Sale”.


When an offer is received on a Short Sale listing and that offer is not rejected by the seller within three business days of receipt by the listing brokerage or is sent to one or more lien holders for consideration, that listing may not be left in Active Status. If the seller has accepted the offer – whether or not it is subject to bank approval – the listing must be placed in Pending Status. Otherwise, the listing must be Temporarily Withdrawn until all outstanding offers are rejected, the lien holder(s) agree to the terms of the offer, or until the seller chooses to accept an offer.

**REO:** When a listing is marked as REO in the Sale Type field, the first statement in the Remarks field must be “REO”. *(added 1/15)*




Failing to properly disclose certain listing characteristics as described in Section 1.2, Note 3 when applicable is a **Class 2** violation of the MLS Rules (see Section 9).


**NOTE 4 – Mapping of Property Location:** Each listing submitted to the service shall be incomplete without the location of the property being accurately represented either as precise longitude and latitude coordinates or geographically on a map provided by the service.

	Failing to identify a property location by precise coordinates or geographically is a <b>Class 2</b> violation of the MLS Rules (see Section 9).
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**NOTE 5 – Parcel ID:** Each listing submitted to the service shall include a valid Parcel ID for the parcel being listed as it is assigned by the county. The Parcel ID must be entered using the same format used on county property appraiser’s web site. If the specific parcel has not been assigned by the county then the words “Not Yet Assigned” must be entered in place of a Parcel ID. *(added 5/06)*

	Failing to enter a Parcel ID in the county format or using the phrase “Not Yet Assigned” for new parcels is a <b>Class 2</b> violation of the MLS Rules (see Section 9).
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**NOTE 6 – Approximate Heated/Cooled Square Footage:** Each listing of improved property submitted to the service shall include an approximate number of heated and cooled square feet. For Detached Single Family or Attached Single Unit homes, this value should be determined by measuring the outside of the structure and subtracting those areas that are not heated and cooled. For Condominium units, this value should be determined by either (a) measuring the inside of the structure and subtracting those areas that are not heated or cooled, or (b) using information obtained from the recorded condominium documents. When the reported Approximate Heated/Cooled Square Footage is different than the figure reported by the appropriate county property appraiser records, when present, the inconsistency must be reported in the *Agent Notes*. *(added 10/08, amended 04/09)*

	Failing to adhere to Section 1.2 NOTE 6 is a Class 2 violation of the MLS Rules (see Section 9).
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**NOTE 7 – Third-party Fees:** Any fee charged to the buyer by a third party, for example a Short Sale Negotiation fee, which is not already disclosed through an appropriate input item (such as Association Fees or New Buyer Fee) must be disclosed in the Remarks Section of the listing when submitted to the MLS. The disclosure must include the name of the third party and the amount of the fee or the formula used to calculate the fee. If a Participant or any licensee (or registered, licensed, or certified appraiser) affiliated with a Participant has any ownership, equitable, or familial interest in the third party, that interest shall also be disclosed in the remarks section of the listing when submitted to the MLS. *(added 9/17/09)*



Failing to disclose third-party fees as described in Section 1.2 NOTE 7 is a Class 2 violation of the MLS Rules (see Section 9).

**Section 1.2(a) APPEARANCE OF LISTING INFORMATION:** HTML Tags or other computer coding that alters the appearance of the data are prohibited. *(amended 1/24/02)*



Altering the appearance of the data is a **Class 2** violation of the MLS Rules (see Section 9).

**Section 1.2.1 – Limited Service Listings:** Listing agreements under which the listing broker will not provide one, or more, of the following services:

- a) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
- b) advise the seller(s) as to the merits of offers to purchase;
- c) assist the seller(s) in developing, communicating, or presenting counter-offers; or
- d) participate on the sellers(s) behalf in negotiations leading to the sale of the listing property

will be identified by selecting “YES – LIMITED SERVICE” to the prompt “Limited Service Listing?” in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property. The listing may include an explanation of the services being offered only in the Agent Notes section of the MLS compilation.




Failing to identify a Limited Service Listing is a **Class 2** violation of the MLS Rules (see Section 9).

**Section 1.2.2 – MLS Entry-only Listings:** Listing agreements under which the listing broker will not provide any of the following services:

- a) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
- b) advise the seller(s) as to the merits of offers to purchase;
- c) assist the seller(s) in developing, communicating, or presenting counter-offers; or


- d) participate on the sellers(s) behalf in negotiations leading to the sale of the listing property

will be identified by selecting “YES – MLS ENTRY ONLY” to the prompt “Limited Service Listing?” in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

	Failing to identify an MLS Entry-only Listing is a <b>Class 2</b> violation of the MLS Rules (see Section 9).
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**Section 1.3 NON-MLS LISTINGS:** If the seller refuses to permit the listing to be disseminated by the MLS or the listing agreement is not allowed as described in Section 1, Note 1 of the MLS Rules, the Participant may then take the listing provided a Registration of Non-MLS Listing or similar form is completed and submitted along with a copy of the listing agreement to the MLS within 48 hours. A Registration of Non-MLS Listing form is available on the last page of these MLS Rules and is also available through the MLS system. If a non-MLS listing agreement is extended, a copy of the signed request for extension must be submitted to the MLS along with a revised registration form.

**NOTE:** Non-MLS listings that are properly registered with the MLS are not considered to be submitted to the MLS and are not subject to the MLS Rules as the rules relate to submitted listings. This in no way relieves an MLS Participant or Subscriber from his or her rights and/or obligations under these MLS Rules in any other way or under any other circumstances unless noted.

	Failure to properly register a non-MLS listing is a <b>Class 2</b> violation of the MLS Rules (see Section 9).
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**Section 1.4 CHANGE OF STATUS OF LISTING:** Any change in the original listing agreement shall be made only when authorized in writing by the seller and shall be submitted to the MLS within one (1) business day after the authorized change is received by the listing broker. Listings changed to a Closed status must include any applicable information regarding factors affecting the sales price in the Sales Notes section. Listing changed to Pending, or Closed must include the names of the Selling Office(s) and Selling Agent(s) in the Sales Notes when “non-member” office or agent codes are used. The Sales Notes may not include remarks of a personal or individual nature (for example, a note thanking the selling agent for his or her cooperating would be inappropriate). (amended 2/10/14)





Failing to reflect changes to an original listing agreement in a timely manner is a **Class 2** violation of the MLS Rules (see Section 9).



Failing to include factors affecting a sales price in the Sales Notes, failing to indicate the Selling Office(s) and Selling Agent(s) in the Sales Notes when using “non-member” office or agent codes, or including personal or individual remarks in the Sales Notes are **Class 2** violations of the MLS Rules (see Section 9).

**Section 1.5 WITHDRAWAL OF LISTING PRIOR TO EXPIRATION:** Listings of property may be withdrawn from the MLS by the listing broker before the expiration date of the listing agreement provided notice is submitted to the MLS and a copy of the agreement between the seller and listing broker authorizing the withdrawal is available on demand. Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker’s concurrence. However, when the seller(s) can document that his exclusive relationship with the listing broker has been terminated, the Multiple Listing Service may remove the listing at the request of the seller.

**Note:** Listings in a “withdrawn” status may be subject to a valid listing agreement.

**Section 1.6 CONTINGENCIES APPLICABLE TO LISTINGS:** Any contingency or conditions of any type in a listing shall be specified and noticed to the Participants. When a contingency contract has been executed, the listing must be changed to the “Pending Status” within one (1) business day of the execution date except that a Listing Participant may optionally leave the listing in Active Status if the contract includes a “first right of refusal” clause with a timeframe of seventy-two (72) hours or less provided that the contingency is specified and noticed as the first item in the *Remarks Section* of the MLS listing. Other contingencies may be listed in the Sales Notes of the listing when the listing is changed to Pending. *(amended 4/13)*



Failing to change the status or remarks of a listing when applicable as indicated in Section 1.6 of these MLS Rules is a **Class 2** violation of the MLS rules (see Section 9).

**Section 1.7 LISTING PRICE SPECIFIED:** The full, gross listing price stated in the listing contract will be included in the information submitted to the MLS.



Failing to include the full, gross price as stated in the listing contract in the MLS is a **Class 2** violation of the MLS Rules (see Section 9).

**Section 1.8 LISTING MULTIPLE UNIT PROPERTIES:** All properties which are to be sold or which may be sold separately must be submitted individually to the MLS.



Failing to individually submit to the MLS all properties which are to be sold or which may be sold separately is a **Class 2** violation of the MLS Rules (see Section 9).

**Section 1.9 NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS:** The MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the MLS shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participants.

**Section 1.10 EXPIRATION, EXTENSION, AND RENEWAL OF LISTINGS:** Any listing submitted to the MLS automatically expires on the date specified in the agreement unless extended or renewed. Any extension or renewal of a listing must be signed by the seller(s) prior to expiration and be provided to the MLS on demand. If an extension or renewal has not been signed by the expiration date, a new listing agreement must be secured, and the listing must be published as a new listing.



Improperly or erroneously extending or renewing a listing or publishing a new listing when a listing agreement has been extended or renewed is a **Class 2** violation of the MLS Rules (see Section 9).

**Section 1.11 TERMINATION DATE OF LISTINGS:** Listings submitted to the MLS shall bear a definite and final termination date, as negotiated between the listing broker and the seller(s), as stated on the listing agreement.



**Section 1.12 JURISDICTION:** Only listings of the designated types of property located within the jurisdiction of NABOR shall be submitted to the MLS. Listings of property located outside the jurisdiction of NABOR will be accepted if submitted voluntarily by a Participant.

**Section 1.13 LISTINGS OF SUSPENDED PARTICIPANTS:** When a Participant of the MLS is suspended from the MLS for failing to abide by a membership duty (i.e. violation of the Code of Ethics, Association Bylaws, MLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the MLS until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Association, MLS, or both for failure to pay appropriate dues, fees, or charges, an Association or MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised in writing of the intended removal so that the suspended Participant may advise his clients/customers. Listings are to be removed within 48 hours of notification.

**Section 1.14 LISTINGS OF EXPELLED PARTICIPANTS:** When a Participant in the MLS is expelled from the MLS for failing to abide by a membership duty (i.e. violation of the Code of Ethics, Association Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligations or to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the expelled Participant's option, be retained in the MLS until the listing agreement is renewed or extended by the MLS beyond the expiration date, and shall not be renewed or extended by the MLS beyond the expiration date of the listing agreement in effect when the expulsion became effective. The MLS shall not be responsible for the inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of a listing from the MLS, the expelled Participant should be advised in writing of the intended removal so that the expelled Participant may advise his clients/customers. Listings are to be removed within 48 hours of notification.

**Section 1.15 LISTINGS OF RESIGNED PARTICIPANTS:** When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the MLS, the resigned Participant should be advised in writing of the intended removal so that the resigned Participant may advise his clients/customers. Listings are to be removed within 48 hours of notification.

**Section 1.16 USE OF LOCK BOXES:** Lock boxes may be used on a listed property only if the owner has signed a written authorization stating that the owner(s) has been informed of the risks involved and knows that the use of the lock box is not mandatory. Participants may use any type of lock box they wish. Lock box combinations and "Call Before Showing" ("CBS") codes are confidential and shall not be published anywhere within the MLS.

	<p>Using a lock box without proper written authorization is a <b>Class 2</b> violation of the MLS Rules (see Section 9).</p>
	<p>Publishing lock box combinations, "Call Before Showing (CBS)" codes, or other security-related information within the MLS is a <b>Class 2</b> violation of the MLS Rules (see Section 9).</p>

## Selling Procedures

**Section 2. SHOWINGS AND NEGOTIATIONS:** Appointments for showings and negotiations with the Seller for the purchase of listed property filed with the MLS shall be conducted through the listing broker. However, the cooperating broker may show or negotiate directly with the Seller under the following circumstances:

- (a) the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- (b) after reasonable effort, the cooperating broker cannot contact the listing broker or a representative of the listing broker. However, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers with prior written notice through the MLS.

**Section 2.1 PRESENTATION OF OFFERS:** The listing broker must make arrangements to present the offer as soon as possible.

**Section 2.2 SUBMISSION OF WRITTEN OFFERS:** The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

**Section 2.3 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFERS:** The cooperating broker or his representative has the right to participate in the presentation to the seller of any offer he secures to purchase. He does not have the right to be present at any discussion or evaluation of that offer by the seller and the listing broker. However, if the seller gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.



Failing to properly adhere to Section 2.3 of the MLS Rules is considered a **Violation of Conduct** (see Section 9).

**Section 2.4 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFERS:** The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser (except where the cooperating broker is a subagent). However, if the purchaser gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's written instructions.



Failing to properly adhere to Section 2.4 of the MLS Rules is considered a **Violation of Conduct** (see Section 9).

**Section 2.5 REPORTING SALES TO THE MLS:** Status changes, including final closing of sales, shall be reported to the multiple listing service by the listing broker within one (1) business day after they have occurred. If negotiations were carried on

under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers to the listing broker within one (1) business day after occurrence and the listing broker shall report them to the MLS within one (1) business day after receiving notice from the cooperating broker.

Note: The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its participants.



Failing to report status changes in a timely manner is a **Class 2** violation of the MLS Rules (see Section 9).

**Section 2.6 REPORTING RESOLUTIONS OF CONTINGENCIES:** The listing broker shall report to the MLS within one (1) business day that a contingency distributed through the MLS has been fulfilled or renewed, or the agreement canceled.



Failing to report resolutions to contingencies in a timely manner is a **Class 2** violation of the MLS Rules (see Section 9).

**Section 2.7 ADVERTISING OF LISTINGS SUBMITTED TO THE MLS:** A listing shall not be advertised by any Participant, other than the listing broker, without the prior consent of the listing broker.



Improperly advertising listings is considered a **Violation of Conduct** (see Section 9).


**Section 2.8 REPORTING CANCELLATION OF PENDING SALE:** The listing broker shall report immediately to the MLS the cancellation of any pending sale and the listing shall be reinstated to the MLS immediately with the proper status (active, withdrawn, or expired).




Failing to report the cancellation of a pending sale in a timely manner is a **Class 2** violation of the MLS Rules (see Section 9).

**Section 2.9 REPORTING SALES OF PROPERTY SOLD AT AUCTION:**

Property sold at auction (see Section 1, NOTE 5) by an MLS Participant must be entered into the appropriate residential sales category within two (2) business days of closing and include wording in the Sales Notes indicating the property was sold at auction. If the auctioning broker is not a Participant, but the cooperating broker is a Participant, then the cooperating broker shall enter the sold property. Any sold information submitted to the MLS requires the authorization of the seller or purchaser.


	Failing to report property sold at auction as described in Section 2.9 is a <b>Class 2</b> violation of the MLS Rules (see Section 9).
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**Section 2.10 REPORTING A DELAY IN A CLOSING:** The listing broker must report a delay in a closing within five (5) business days of the stated projected closing date.

	Failing to report a delay in a closing in a timely manner is a <b>Class 2</b> violation of the MLS Rules (see Section 9).
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### Refusal to Sell

**Section 3. REFUSAL TO SELL:** If the seller of any listed property filed with the MLS refuses to accept a written offer satisfying the terms and conditions stated in the listing agreement, such fact shall be transmitted immediately to the MLS and to all Participants by so stating in the *remarks section* only of that listing.

	Failing to appropriately note a seller's refusal to sell is a <b>Class 2</b> violation of the MLS Rules (see Section 9).
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## Prohibitions

**Section 4. INFORMATION FOR PARTICIPANTS ONLY:** Any listing filed with the MLS shall not be made available to any broker or firm not a Participant of the MLS without the prior consent of the listing broker.



Providing MLS data to any broker or firm that does not participate in the MLS is an **Access Violation** (see Section 9) and violators are subject to a \$1,000 fine.

**Section 4.1 "FOR SALE" SIGNS:** Only the "For Sale" sign of the listing broker may be placed on a property.



Placing inappropriate "For Sale" signs on a property is a **Class 2** violation of the MLS Rules (see Section 9).

**Section 4.2 "SOLD" SIGNS:** Prior to closing, only the "Sold" sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.



Placing inappropriate "Sold" signs on a property is a **Class 2** violation of the MLS Rules (see Section 9).

**Section 4.3 SOLICITATION OF LISTING SUBMITTED TO THE MLS:** Participants shall not solicit a listing on property filed with the MLS unless such solicitation is consistent with Appendix C and Article 16 of the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics, its Standards of Practice and its Case Interpretations.



Soliciting property inappropriately is considered a **Violation of Conduct** (see Section 9).

**Section 4.4 CONTACT INFORMATION IN THE MLS:** Any information that promotes, references, identifies, brands or provides contact information for the Listing Agency and/or Listing Agent may only be entered in the required Listing Office ID and Listing Agent ID fields and optionally the Agent Notes, Co-Listing Office, and Co-Listing Agent fields. Likewise, any information that promotes, references, identifies, or provides contact information of sellers may only be entered in the Seller Name and Seller Phone fields, except as indirectly referenced when entering a valid Parcel ID. *(amended 04/09)*

**NOTE 1:** References to web page addresses may only be included in those areas intended for consumers when the referenced web page is on a government web site or only contains media content (still images, audio, or video, including virtual tours) pertaining to the listed property and otherwise considered appropriate for consumers as described in this Section 4.4.

**NOTE 2:** The Service is intended for the use and benefit of its participants and subscribers. Listings will not contain any information regarding real estate licensees or their assistants who are not affiliated with a participating brokerage unless the person has ownership or equitable interest in the listed property.



Violations of Section 4.4 of the MLS Rules are **Class 3** violations of the MLS Rules (see Section 9).

**Section 4.5 OPEN HOUSES:** Information pertaining to open houses may only be entered in the *Agent Notes* and/or by using the Open House feature provided in the MLS. Referencing open houses in *Remarks* or other publicly viewable areas of the listing is prohibited.



Entering references to open houses in any area of a listing other than 1) the *Agent Notes* or 2) through the Open House feature in the MLS system is **Class 2** violations of the MLS Rules (see Section 9).

**Section 4.6** Unauthorized entry into a property or failure to follow the directions in the Showing Instructions or Agent to Agent Remarks on the MLS listing is a Class 1 violation. (added 1/15)



Failure to comply with the Showing Instructions or Agent to Agent Remarks of a listing results in unauthorized entry into a property a **Class 1** violation of the MLS Rules (see Section 9).

## Divisions of Commissions

**Section 5. COOPERATIVE COMPENSATION SPECIFIED ON EACH LISTING:** The listing broker shall specify, on each listing submitted to the MLS, the compensation offered to other MLS Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of sale. The listing broker's obligation to compensate any cooperating broker as the procuring cause of sale may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through



MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid, and how promptly has the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid.



Failing to specify cooperative compensation on a listing is a **Class 1** violation of the MLS Rules (see Section 9).

**NOTE 1:** In submitting a listing to the MLS, the Participant of the MLS is making a blanket, unilateral offer of compensation to the other MLS Participants, and shall therefore specify on each listing submitted to the MLS, the compensation being offered to the other MLS Participants. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.

The compensation specified on listings submitted to the MLS shall appear in one of two forms. The essential and appropriate requirement by an MLS is that the information submitted shall clearly inform the Participants as to the compensation they will receive in cooperative transactions unless advised otherwise by the listing broker in writing in advance of submitting an offer to purchase. Except when authorized as indicated in NOTE 6 of this section, the compensation specified on listings submitted to the MLS shall be shown in one of the two following forms:


1. By showing a definite percentage of the gross selling price.
2. By showing a definite dollar amount.

The listing broker retains the right to determine the amount of compensation offered to other Participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law), and the amounts offered to each may be different.

This shall not preclude the listing broker from offering any MLS Participant compensation other than the compensation indicated on any listing submitted to the MLS providing the listing broker informs the other broker in writing in advance of submitting an offer to purchase and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the MLS. Any superseding offer of compensation must be expressed as either a definite percentage of the gross sales price or as a definite dollar amount.

The MLS shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in the listing contract, and the MLS shall not publish the total negotiated commission on a listing submitted to the MLS by a Participant. The MLS

shall not disclose in any way the total commission negotiated between the seller and the listing broker.

	Failing to express compensation as a percentage of the gross sales price (or net sales price as stipulated in Note 6) or as a definite dollar amount is a <b>Class 1</b> violation of the MLS Rules (see Section 9).
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**NOTE 2:** The listing broker may, from time to time, adjust the compensation offered to other MLS Participants for their services with respect to any listing by submission to the MLS so that all Participants will be advised.

**NOTE 3:** The MLS shall make no rule on the division of commissions between Participants and non-participants. This should remain solely the responsibility of the listing broker.

**NOTE 4:** Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval, and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction.

**NOTE 5:** Multiple Listing Services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers; where the sale price is insufficient to pay the total of all liens and costs of sale; and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple Listing Services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they must also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and confidential information related to short sales must be communicated through dedicated fields or confidential “remarks” available only to participants and subscribers..

**NOTE 6:** Cooperative compensation of a Foreclosure or REO listing, as indicated in the Sale Type list (see Section 1,2, NOTE 3), where the listing agreement specifies that compensation will only be offered to the listing broker as a percentage of the Net Sales Price, defined as the gross selling price minus buyer upgrades and/or seller concessions, may be offered as a percentage of the Net Sales Price provided that the *Compensation Notes* clearly indicate that the cooperative compensation being offered is a percentage of

the Net Sales Price and provided that any accepted contract to purchase include the specific dollar amount of the buyer upgrades and/or seller concessions.

### **Section 5.0.1 DISCLOSING POTENTIAL SHORT SALES**

Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants.

**Section 5.1 PARTICIPANT AS A PRINCIPAL:** If a Participant or any licensee (or registered, licensed, or certified appraiser) affiliated with a Participant has any ownership, equitable, or familial interest in a property listing submitted to the MLS, that interest shall be disclosed in *the remarks section* only of the listing when submitted to the MLS. (amended 2/17/05)



Failing to appropriately disclose interest in a listed property is a **Class 2** violation of the MLS Rules (see Section 9).

**Section 5.2 PARTICIPANT AS A PURCHASER:** If a Participant, or any licensee (including registered, licensed, or certified appraisers) affiliated with a Participant, wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed in writing to the listing broker not later than the time an offer to purchase is submitted to the listing broker.

**Section 5.3 DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS:** The existence of a dual or variable rate commission arrangement (i.e., one in which the seller agrees to pay a specified commission if the property is sold by the listing broker without assistance and a different commission if the sale results through the efforts of a cooperating broker; or one in which the seller agrees to pay a specified commission if the property is sold by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale results through the efforts of a seller) shall be disclosed by the listing broker in *showing instructions field* only of the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale that results through the efforts of the seller. If the cooperating broker is a buyer representative, the buyer representative must disclose such information to their client before the client makes an offer to purchase.



Failing to appropriately disclose a dual or variable rate commission agreement is a **Class 2** violation of the MLS Rules (see Section 9).

## **Service Charges**

**Section 6. SERVICE FEES AND CHARGES:** Service fees and charges are to be determined by NABOR Board of Directors.

## 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 (see section 9) 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:

- a. letter of warning
- b. letter of reprimand
- c. 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.
- d. Appropriate, reasonable fine not to exceed \$15,000
- e. Suspension of MLS rights, privileges, and services for no less than thirty (30) days not more than one (1) year
- f. Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

**Note:** A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (amended 1/15)

#### **Section 7.1 Applicability of Rules to Users and/or Subscribers**

Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the participant to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and accountability for all users or subscribers affiliated with the participant. (added 4/13)

## Meetings

**Section 8. Meetings of MLS Committee:** The Multiple Listing Service Committee shall meet for the transaction of its business at a time and place to be determined by the Committee or at the call of the Chairperson.

**Section 8.1 Meetings of MLS Participants:** The Committee may call meetings of the Participants in the Service to be known as meetings of the Multiple Listing Service.

**Section 8.2 Conduct of the Meetings:** The Chairperson or Vice Chairperson shall preside at all meetings or, in their absence, a temporary Chairperson from the membership of the Committee shall be named by the Chairperson or, upon the failure to do so, by the Committee.

## Enforcement of Rules or Disputes

**Section 9 – Consideration of Alleged Violations:** The MLS Committee through its MLS Chairperson with assistance by Association staff shall give consideration to all complaints having to do with violations of the rules and regulations. Complaints must be submitted in written form and must include documentation to support the claim, including a copy of the listing in Full Agent Detail Report format when applicable.

**Section 9.1 – Violations of Rules and Regulations:** If the alleged offense is a violation of the rules and regulations of the Service and does not involve a charge of alleged violation of one or more of the provisions of Section 16 of the rules and regulations or a request for arbitration, the MLS Committee through its Chairperson with assistance by the Association staff will determine the validity of the allegation and if a violation is determined direct Association staff to initiate the procedure as described in this Section 9.1 in order to correct or mitigate the violation. Alleged violations of Section 16 of the rules and regulations shall be referred to the Association's Grievance Committee for processing in accordance with the professional standards procedures of the Association, except that if the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Association.

1. **Scope and Severity of Violations** – All violations of the MLS rules and regulations shall fall under one of the following five levels of severity:
  - a. **Violations of Conduct** – Violations of Section 16 of these MLS Rules and any other violation determined to be a violation of conduct shall be referred to the Association's Grievance Committee as described above. Violations of Conduct are identified in these MLS Rules by the use of the following symbol in the margin or other discernable location adjacent to the section in which the corresponding rule is described:



- b. **Access Violations** – Violators of rules involving unauthorized access to the Service shall be subject to an automatic \$1000.00 fine. Access Violations are identified in these MLS Rules by the use of the following symbol in the margin or other discernable location adjacent to the section in which the corresponding rule is described:



- c. **Class 1 Violations:** Violators of Class 1 rules are subject to an automatic \$200 fine. Class 1 violations are identified in these MLS Rules by the use of the following symbol in the margin or other discernable location adjacent to the section in which the corresponding rule is described:



- d. **Class 2 Violations:** Class 2 violations are not subject to an automatic fine; however failure to correct a Class 2 violation within two (2) business days will result in the Participant being fined based on a **Progressive Fine Schedule** outlined below. The **Base Fine Amount** for failing to correct a Class 2 violation is \$100. Class 2 violations are identified in these MLS Rules by the use of the following symbol in the margin or other discernible location adjacent to the section in which the corresponding rule is described:



- e. **Class 3 Violations:** Class Three Violations: The **Base Auto Fine Amount** for a Class 3 violation is \$100 and failure to correct a Class 3

violation within two (2) business days will result in the Participant being fined based on an **Extended Auto Fine Schedule** outlined below. An **Extended Auto Fine Amount** for a Class 3 violation of \$100 per calendar day, to be billed on a weekly basis, shall be levied each day following the initial Base Auto Fine until the infraction is corrected, not to exceed the maximum amount allowed by NAR.



2. **Notification of Violations** – The Participant of the person who has violated the rules shall be notified of the rules infraction in accordance with Table 9.1 of these MLS Rules and this notice shall be determined by the scope of the violation (see “Scope and Severity of Violations “above). The violating party, if different from the Participant, will be provided a copy of the notification as a courtesy, however all corrections and sanctions, if any, shall be the responsibility of the Participant.
3. **Time Period to Correct a Violation** – Any violation of the MLS Rules must be corrected in a timely manner as determined by the scope of the violation (see Table 9.1). A notification of violation will include the exact deadline for correcting the violations cited.

**NOTE:** A violation is not considered corrected until written proof of correction is sent to and received by the sender of the notification whether that is the MLS Chairperson or an Association employee.

4. **Failure to Correct a Violation** –Discipline for a violation of the MLS rules and regulations will be held in abeyance for a stipulated period of time to enable the individual found in violation of the MLS rules and regulations to correct the MLS property information. However, if the property information is not corrected during the term of the probation, then the discipline that was held in abeyance will be imposed. Sanctions are imposed against the responsible Participant. Participants will be notified of sanctions by Certified Mail or a similar method. Fines are payable upon receipt of invoice except as outlined in “Inability or Failure to Comply/Request for Hearing” below. All fines are subject to the payment terms outlined in the Bylaws of the NAVARRE AREA BOARD OF REALTORS<sup>®</sup>, Inc.

**NOTE:** Each violation is considered a separate offense, and each is subject to a unique sanction regardless of the number of violations pertaining to a particular listing, rule, or notice.

**4.1 Progressive Fine Schedule:** Participants who are cited for violations that are subject to a progressive fine schedule will be fined an increased amount based on the following schedule:

- i. A **Base Fine Amount**, determined by the scope of the violation, will be imposed the first time a subscriber (listing agent) violates a specific rule and fails to correct it in the time specified.
- ii. Fine amounts increase by the **Base Fine Amount** each time sanctions are imposed because the same subscriber (listing agent) violates the same rule and fails to correct the error in the allotted time.
- iii. A specific listing that is cited for multiple rules violations would be subject to multiple fines if not corrected. Each fine amount would be determined based on the number of times the subscriber (listing agent) had failed to correct violations of that cited rule.
- iv. Every listing cited in the same notice is considered a separate violation even if every listing is being cited for the same rules violation. Any listing that is not corrected within the appropriate time period is subject to a separate fine. However, the fine imposed will be the same amount for every listing with a specific rules violation, and these listings will be considered as one instance of an uncorrected citation when calculating the fine amount.
- v. Only sanctions imposed during the previous twelve (12) months will be considered in determining the amount of a progressive fine.


















**4.2 Subscriber Sanctions and Suspension of MLS Service** – Subscribers may be subject to sanctions and their MLS privileges may be suspended if a cited violation remains uncorrected after initial sanctions have been imposed. If a listing has not been corrected within two business days of the issuance of an initial sanction, subscriber (listing agent) services will be suspended until the violation has been corrected. If a subscriber's services have been suspended three times within a twelve-month period for failing to correct listing violations, the subscriber will be required to attend remedial training on the MLS Rules. A subscriber who has been suspended four times within a twelve month period for failing to correct listing violations will have his or her Listing Maintenance privileges revoked for twelve (12) months.

**NOTE:** Should a Participant be suspended for failing to correct a listing violation as indicated in Section 9.1, Paragraph 4.2 of these MLS Rules, current association policy requires that MLS services be suspended for the entire brokerage.

**5. Inability or Failure to Comply/Request for Hearing.** If a Participant is unable to comply with a request to correct a violation, the Participant may request the Chief Executive Officer of the Association, the Chief Information Officer of the Association, and the MLS Chairperson to consider the specific



nature of the Participant's circumstances. This tribunal may determine administratively by majority vote that a delay in compliance is warranted or there is no violation of the MLS rules. If the disciplined Participant wishes a formal hearing concerning any administrative decision, the Chief Executive Officer of the Association or the MLS Chairman must receive written notice of this request within ten (10) days from the date that a citation is issued or a sanction is imposed, whichever is later. Any sanction imposed will be deferred until the hearing process, consistent with the NAR Code of Ethics and Arbitration Manual, has concluded. The panel conducting the hearing may decide to uphold the determination of violation and/or any sanctions, waive a sanction, or overturn the original determination of violation. Any decision by the panel will be documented in writing and a copy will be provided to the Participant. A Participant may appeal a decision by the panel to the Board of Directors whose decision is final, consistent with the NAR Code of Ethics and Arbitration Manual.

Scope of Violation	Citation Delivery Method	Days to Correct	Fine for Failure to Correct
 <b>Conduct</b>	<b>Referred to Grievance Committee</b>		
 <b>Access</b>	 <b>Certified Mail</b>	 <b>0 Days (Automatic Fine)</b>	 <b>\$1,000</b>
 <b>Class 1</b>	 <b>Certified Mail</b>	 <b>0 Days (Automatic Fine)</b>	 <b>\$200</b>
 <b>Class 2</b>	 <b>Email and Phone</b>	 <b>2 Business Day</b>	 <b>Progressive</b>
 <b>Class 3</b>	 <b>0 Days (Automatic Fine \$100)</b>	 <b>2 Business Day</b>	 <b>Progressive</b>
<b>Table 9.1</b>			

## Confidentiality of MLS Information

**Section 10. CONFIDENTIALITY OF MLS INFORMATION:** Any information provided by the Multiple Listing Service (MLS) to the Participants, including information provided to gain access to the Service such as passwords, shall be considered official information of the Service. Such information will be considered confidential and for the exclusive use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants.



Failing to keep official information confidential is an **Access Violation** (see Section 9) and violators are subject to a \$1,000 fine.

**Section 10.1 MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION:** The information published and disseminated by the Service is communicated verbatim, without change by the Service, as filed with the Service by the Participant. The Service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

**Section 10.2 ACCESS TO COMPARABLE AND STATISTICAL INFORMATION:** Association Members who are actively engaged in real estate brokerage, management, appraising, land development, or building, but who do not participate in the MLS, are nonetheless entitled to receive by purchase or lease all information other than current listing information that is generated wholly or in part by the MLS, including “comparable” information, “sold” information, and statistical reports. This information is provided for the exclusive use of Association Members and individuals affiliated with the Association Member who are also engaged in the real estate business and may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm, except as otherwise provided in these Rules and Regulations.

## Ownership of MLS Compilations and Copyrights

**Section 11.** By the act of submitting of any property listing content to the MLS, the Participant represents that he has been authorized to grant and also thereby does grant authority for the Service to include the property listing content in its copyrighted MLS compilation and also in any statistical report on “Comparables.” Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property

**Section 11.1** All right, title, and interest in each copy of every Multiple Listing Compilation created and copyrighted by NABOR and in the copyrights therein shall at all times remain vested in NABOR.

**Section 11.2** Each participant shall be entitled to lease from the NAVARRE AREA BOARD OF REALTORS® a number of copies of each MLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified appraisers) with such participant with one copy of such compilation. The participant shall pay for each such copy the rental fee set by the association.

Participants shall acquire by such lease only the right to use the MLS compilation in accordance with these rules.

## Use of Copyrighted MLS Compilations

**Section 12. DISTRIBUTION:** Use of information developed by or published by a Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Specifically, the selling of data, recompiled data, derivative products, analyses of formatted data, or distributing in written, printed, or electronic form, proprietary or copyrighted information of this MLS other than the Participants' own data, to any person, firm, corporation or entity, whether or not for compensation, without the express written consent of this MLS and the property owner whose information is so disseminated, except for appraisal or comparative market analysis (CMA) purposes or the marketing of properties to prospective purchasers is prohibited. Elements of a Listing Compilation submitted to the service that is of a creative nature (including but not limited to the Remarks, Agent Notes, Photos, Photo Remarks, and Virtual Tours) may not be copied and submitted by a different Participant without the expressed written consent of the Listing Participant. Unauthorized dissemination of system access passwords is expressly prohibited. *(amended 6/06)*



Disseminating system access passwords is an **Access Violation** (see Section 9) and violators are subject to a \$1,000 fine.



Submitting a listing containing creative information taken from another Participant's listing is a **Class 2** violation of the MLS Rules (see Section 9).

In addition, by joining and participating in this MLS, Participants acknowledge that any copyright and ownership interest in property images taken by this MLS's photographers shall belong to this MLS. Copyright and ownership interests in images submitted by a Participant shall remain with the Participant; however, Participant licenses this MLS to reproduce, distribute, and transform the image and place an MLS copyright legend on the

**Non-Exempt Workers Compensation Policy (proposed)**

Without the express written approval of the Association Executive, no work is required, expected or permissible to be conducted beyond the 40 hours full time employees are compensated per week.

Normal business hours are 8:30 a.m. – 4:30 p.m. unless otherwise directed in writing.

Employees are not permitted to access their work email outside of their paid 40 hours.

By virtue of our size, many of the members consider Staff to be friends: To protect the organization, employees are not permitted to engage in any work-related conversations either online or in person outside of normal business hours.

Failure to comply with the above will result in disciplinary action.

## Website Accessibility Compliance – For the record

- Assign an executive to be responsible for website accessibility

*Angela Campbell assigned 12/6/2016*

- Develop and execute a digital accessibility training plan

*Contact FBS (MLS), Advance Online Strategies (public site) and GoDaddy (Board website) to determine compliance systems offered.*

- Conduct an assessment of websites and applications

*Staff to work with the MLS/Technology chair to review requirements as set forth at [www.w3.org](http://www.w3.org) and to determine remedial efforts.*

- Document the ongoing status of accessibility efforts

*Brought to the attention of the Board 12/6/2016.*

*Angela Campbell to monitor DOJ for required standards on a quarterly basis thru 2018 and update the Board with 3<sup>rd</sup> party vendors' intentions as they become known.*

- Work with third-party vendors to acquire and implement software and features

*Ongoing*

- Prioritize any content accessibility violations

*Angela Campbell will inform the Board in writing and maintain an official log of any violations that are reported until full compliance is achieved.*

- Continue to assess online sites and tools for compliance

*Work with vendors and pursue subject matter experts for help with full compliance by 2018.*

**New Licensee Members Orientation Program /Provisional Membership Policy (proposed amendments)**

A new licensee's member's REALTOR® membership status shall be considered "provisional" until the mandatory Orientation Program and attendance at an Induction Ceremony (to swear the oath), within the required time frames are completed. Failure to satisfy these requirements will result in denial of the membership application or termination of provisional membership.

**Orientation Program**

Bylaws requirements: New Member Ethics training (to be taken within 180 days of application) *or supply a Letter of Good Standing by previous Association showing taken within the past 12 months.*

MLS Classroom Instruction (within 30 days of access or at the first scheduled orientation, whichever occurs first).

Local requirements: New licensees members shall take a mandatory "line by line" contract class (within 180 days of application) *or supply a Letter of Good Standing by previous Association showing a Contracts class has been taken within the past 12 months.*

New licensees members shall take the recommended NABOR branded NAR Online Orientation course (within 180 days of application) *or supply a Letter of Good Standing showing previous Board membership within the past 12 months.*

**Induction Ceremony**

Provisional members who have completed the New Licensee Members Orientation Program shall attend an Induction Ceremony (within 180 days of completion).