

**Ithaca Board of Realtors
Appendix A
Penalties, Service Fees, Charges and Non Compliance
(Unless otherwise stated, all penalties are \$50.00)**

Penalties:

Section 1: Listing Procedures (Category 1) - Violations of not entering a listing within twenty-four (24 hrs) will result in a \$50.00 penalty.

Section 1.01 Clear Cooperation (Category 3) Within one (1) business day (**ending at 5:00 p.m. and excludes weekends, holidays, and postal holidays**), of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. Fine will be an escalating fine, 1st a warning, then \$250 first offense, \$1,000 second offense and \$2,500 third offense with no annual reset.

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

Section 1.2 Detail on Listings Filed with the Service (Category 1) - A listing agreement or property data form, when filed with the multiple listing service by the listing broker, shall be complete in every detail, which is ascertainable as specified on the property data form. **R (It is the responsibility of the Designated REALTOR® to ensure accuracy at all times.)**

1. **Owner's Name (Category 1):** The Owner's Name must always be filled in with the actual name(s) as appears on the deed. If the owner(s) do not wish their name to appear in the MLS, then a letter from the owner must be required by the listing agent or noted on the listing agreement and filed with the service for approval. Authorizations must be on file with the MLS. The listing should state "Authorization on file" in owner's name.
 - a. **Owner of Record** - not permitted.
 - b. **Estate Owner** - Enter "Estate of" followed by the name of the deceased.
 - c. **Bank or Mortgage Company** - Enter the name of the Bank or Mortgage company instead of the word "Bank." (Ex. "ABC Bank.")
 - d. **Relocation or Third Party Owner**- Enter the name of the company (ex. "XYZ Relocation.")
2. **Listing Agent's Name and ALL contact Information (Category 1):** The listing agent's name/all phone numbers/mail address/website addresses must appear only in the field(s) designated for such. A fine will be levied to those firms who show an agent's name and/or any phone number and/or email address in any other field in the MLS (i.e. - agent's phone number; whether home, voice mail, pager, etc., **cannot show** in "Public Remarks" and/or "Directions to Property" field.)
3. **Photos(Category 1):** All property types, are required to have at least three pictures. All property types except vacant land, and all statuses, must include an exterior view of the home as the first photo and it must be submitted at the time the property is made Active in the MLS unless the sellers expressly direct that photographs of their property not appear in MLS compilations. A majority of the main structure according to property type in the first photo has to be of the exterior walls so the public can identify the property if they were looking at it from ground level. An exterior front (street) view of the home (main building) is required as one of the photos. (An exception would be a "to be built" property). New Construction may use a comparable rendering or photo. Office, agent and personal promotion information is prohibited from being included anywhere on the property photo. **Photos entered into the MLS cannot be reused by another broker without the written consent of the listing broker who originated the photo(s).** Any and all photos submitted cannot contain a watermark or image(s) of any identifiable person - real, animated, computer-generated, or otherwise. Text on a photo is not allowed with the exception of virtually staged photos. If using a text overlay, it should read "This photo is virtually staged". For violations of this section, the MLS may remove the violation and/or fine the Participant.

Note: Photos shall not contain digitally enhanced modifications that alter or misrepresent the condition or appearance of the listed property's structure or grounds (e.g. adding/removing landscaping, changing the

color of a wall or removing a structural defect). Images may include virtual staging, which is limited to adding furnishings and wall decor that would otherwise be considered personal property and not conveyed in the sale of the property.

Note: "Courtesy" notices may be sent on any photos that may contain personally identifiable items (in photographs, paintings, license plates, etc.): It's a good idea to *remove* family photos and items printed with family names due to safety and security reasons.

4. **Attachments(Category1):** Attachments are required if the form is required by State or Federal laws specific to the property (i.e. Property Condition Disclosure Statement and Lead-Based Paint Addendum). The form(s) must be filed as an attachment AT THE SAME TIME that the listing is entered into the MLS and entered individually under the appropriate description. All attachments must contain information, (i.e. disclosure forms, photos, floor plans, maps virtual tours) specifically related to the property being offered. These attachments should not be used for listing agent, company or personal promotion.
5. **Virtual Tour/3D Virtual Tour/Aerial Drone Video Link Fields(Category 1):** The Virtual Tour/3D Virtual Tour/Aerial Drone Video fields shall contain only a URL link directly to the Virtual Tour for that specific property listing. The URL is not to contain Agent/Company names. A Virtual Tour is defined as a 360-degree tour of a property, or a slide show of static pictures, which may include audio. Visual or audio information regarding the listing agent and/or company including contact information is prohibited. Advertisements are not allowed. Links or framing that show or lead to contact information or advertisements are also prohibited. For violations of this section, the MLS may *remove* the violation and/or fine the Participant. In addition, a notice will go to the Participant asking him/her to correct the information within Forty-Eight (48) hours or the MLS will *remove* the tour/video link. **Virtual Tours/JD Virtual Tour/Aerial Drone Videos entered into the MLS cannot be reused by another broker without the consent of the listing broker who originated the tour(s).**

6. **Remarks Sections (Category 1):**

- a. "Public" Remarks Section - This section is reserved to further describe the property being offered for sale or lease. It should NOT contain anything that is not about the property itself including marketing info; showing info; personal information; company information; web addresses; phone numbers; co-listers; links; bonus information; words or phrases that could violate Fair Housing laws; other inappropriate information, unless required by MLS Rules or guidelines.
- b. "Private" Remarks Section - This section is reserved for information to be shared with other MLS Participants. This includes bonus information; lockbox location; appointment information; web addresses.

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

7. **Delayed Showings/Negotiations (Category 3):** Delayed Showings/Negotiations (DNS notices) are allowed. All listings in the Service that are not immediately available for showing/negotiations must have the owner(s) complete the **required** Delayed Showing/Negotiation Form. This form must be filed as an attachment to the listing AT THE SAME TIME the listing is entered into the MLS and entered individually under the appropriate description. The date(s) and time(s) that the property will be available for showing and/or negotiations **MUST** be put into the PRIVATE & PUBLIC Remarks. Open houses are not to be scheduled during the "No showing" time frame.

Note: The property is to be considered "Active" and days on market will continue to be counted. Once signed, the showing and or negotiations time frame cannot be shortened.

Note: The Do Not Show/Negotiate Form should only be used when it is initially listed. They should use the Change Form to extend these dates and upload as an attachment.

If the seller decides, after a property is listed and made active, that they need to suspend showings, the Listing Agent must indicate the date that showings will resume in both Public and Private Remarks.

If the seller decides, after it is listed, that they would like to set a date/time for all offers to be in, they can do so by stating so in both the "Public Remarks" and "Private Remarks". The MLS requires nothing else, however, the Listing Agent should reach out to anyone who has seen the property or is scheduled to see the property to inform them of this date. Fine will be an escalating fine, 1st a warning, then \$250 first offense, \$1,000 second offense and \$2,500 third offense with no

annual reset.

8. **Address (Category 1):** The address field requires the house number and street name only. DO NOT put any other information in this space (ex. Bonus, EZ Show, LBEC, ASSUME, etc.). "Bonus" information should be located in the "Private Remarks" section. If there is a directional, such as "N" for north, enter in the Pre or Post directional field. Other directional input should go in the "Directions to Property" section.
9. **Tax Information (Category 1):** Enter only the Total True Taxes. Do not enter taxes reflecting any exemptions. Exemption value can vary from individual to individual. The Tax ID# must match the Tax ID# supplied by the MLS tax vendor, where available. When not available, Tax ID must also contain the SWIS Code, if property is located in NY state.
10. **Proper MLS Area/Property Type (Category 1):** All properties must be listed according to address and assessment jurisdiction only. NYSAMLS will not accept an additional listing for a property because the listing office wants to emphasize the school district, zip code, etc.
11. **Exclusive Right to Sell Contract (Category 2):** All information in the Exclusive Right to Sell Contract must correspond with the Property Data Form and the information entered in the MLS. When taking a listing for a "To Be Built" lot (RES) or vacant land, an Exclusive Right to Sell Contract and Property Data Form for each lot listed is not required but the listing contract must list all of the lots to be sold. (ex: If twenty-two (22) lots are allocated to be sold in a subdivision, each lot may be listed on one Exclusive Right to Sell Contract and should each be entered under a separate ML number in the MLS.) Fine will be an escalating fine, 1st a warning, then \$100 first offense, \$250 second offense and \$500 third offense with no annual reset.
12. **Changes (Category 1)** - All changes to the listing agreement information must be entered into the service within 24 hours.
13. **Square Footage (Category 1)** - Square Footage should match the tax records (Realist). **If the tax records are incorrect and the square footage is changed from what the tax records indicate, an explanation of the difference must be disclosed in the public remarks.**

Note: Please indicate the source of the adjusted square footage. For reference, Square Footage is area which measured from the exterior is "above grade and heated living area".
14. **Use of Incomplete MLS #'s (Category 1)-** MLS#'s of Incomplete listings are prohibited from use in advertising in any media until the property is in the "Active" Status.

Section 1.2.0. Accuracy of Listing Data (Category 2)

Participants and subscribers are required to submit accurate listing data and required to correct any known errors. **M**

Section 1.10 Expiration of Listings (Category 1): Listings filed with the multiple listing service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed. (Amended 11/01)

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the service. (Amended 11/01) **M**

Section 1.16 Property Addresses (Category 1): At the time offering a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location. (Amended 05/21) **M**

Section 2.5 Reporting Sales To The Service (Category 1):

- a. Status changes including final closing of sales, shall be reported to the multiple listing service by the listing broker within 24 hours after they have occurred. If negotiations were carried on under Section 2a. or b. hereof, the cooperating broker shall report accepted offers to the listing broker within twenty-four (24) hours after occurrence and the listing broker shall report to the MLS within twenty-four (24) hours after receiving notice

from the cooperating broker. (Amended 11/11)

- b. **Reporting Non-MLS Sales for Comparable Purposes Only (Comp Only):** For sold data to be entered into the MLS for the sole purpose of comparable information, an MLS* subscriber/participant must represent the buying side of the transaction. These include listings that were not made available for cooperation/compensation such as a FSBO, New Construction, or a listing from a neighboring MLS (excludes wholesale, assigned contracts, and the acquisition side of distressed sales). These may be entered for Selling/Buyer's Agent credit only after the sale is finalized. Please contact your MLS for the written procedure on how to proceed which will include how to enter the listing so it will not show as available. The MLS will update the listing agent, replacing it with the unrepresented seller ID for that MLS, and then correct the listing, contract, and closing dates. Listings entered for comparable purposes only will have "For Comparable Purposes Only" added to the first line of private remarks. If the comparable sale is not submitted within thirty (30) calendar days of its closing date, it cannot be entered into the MLS. These entries are optional.
* MLS includes all MLSs that participate in the New York State Alliance of MLSs database.

- c) **Residential Rentals:** When closing a Residential Rental listing, enter the negotiated rent for one week/month as the Sale/Rented Price in the MLS.

In addition, no participant will report a single sale more than one time on any property filed with the Multiple Listing Service.

Section 5.0.2 Written Buyer Agreement: Unless inconsistent with state or federal law or regulation, all MLS Participants working with a buyer must enter into a written agreement with the buyer prior to touring a home. The written agreement must include:

- a) a specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source.
- b) the amount of compensation in a manner that is objectively ascertainable and not open-ended.
- c) a term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and
- d) a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable. **M**

Service Fees and Charges: (See *MLS Rules and Regs* for complete wording of this section)

Section 6:

Initial Participation Fee:	\$250
Recurring Participation Fee	\$886
Reciprocal Listing Fees	\$65
Refunds	N/A
Key Box	\$207
Security	\$1000 minimal for violation of any Policy, Procedures or User Agreement (I.e.: User ID and Password)

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

- 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 not less than thirty (30) days nor 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. (Adopted 11/07) **M**

Note 1: 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. (Revised 05/14) **M**

Note 2: MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. (Adopted 11/20) **M**

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

- a. For failure to pay any service charge or assessment within one (1) month of the date due, and provided that at least ten (10) days' notice has been given, the service shall be suspended until service charges or fees are paid in full. Each **MLS** may shorten but not lengthen this time frame at their discretion.
- b. For failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply.

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

Note: Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations. (Amended 11/88) **R**

Section 7.2 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 Participants ultimate responsibility and accountability for all users or subscribers affiliated with the Participant. (Adopted 4/92) **O**