

# Northern Nevada Regional MLS, Inc. (NNRMLS)

## Policy Manual

(Revised July 2019)

### Citation Policy

To ensure the integrity of the MLS and the MLS database, this Citation Policy has been established in accordance with Section 7.G of the MLS Rules & Regulations. Fines will be issued in accordance with this policy, subject to change upon approval of the Board of Trustees. This policy is not all-inclusive, does not reflect violations of the Code of Ethics, and does not replace Professional Standards Enforcement through your local Association of REALTORS®. The NNRMLS Board of Trustees understands that the MLS database is an integral part of your day-to-day business and has instituted this Citation Policy to make a focused effort to increase the accuracy and protect the integrity of the MLS.

#### Section 1 – Reporting a Violation

##### 1 How Violations Originate

- Reported to MLS Staff
- Random checks of the database
- Result of listing audit. MLS Rules/Regulations allow NNRMLS staff to request copies of listing forms and change orders. (Section 2.E.1 and H.5)

##### 2 Reporting Violations

- Fax a copy of the listing in question to 775.823.8809
- Use the “Correction” option in Paragon to send an email to NNRMLS Staff

##### 3 Required Information When Reporting

- Name and office of the alleged Responsible Participant or Subscriber
- Nature of the violation (be as specific as possible, i.e., when it occurred, the MLS #, etc.).

#### Section 2 – Summary of Citation Process and Fine Amounts

##### 2.1 Level 1 through Level 3 Citations

**2.1.A Process.** When a violation is reported, NNRMLS staff will send a Courtesy Correction Notice to the Responsible member (Participant or Subscriber) with a copy of the Notice to the Responsible Participant (Broker) via email. The member will have until 5:00pm that day to make the correction (effective 12/17). If the correction is not made a Notice of Violation-Warning will be sent to the responsible member (Participant or Subscriber) with a copy of the Notice to the responsible Participant (Broker) via email. If no email address is available, a fax transmission will be made. If the violation is not corrected within two business days of the Notice of Violation-Warning, a *Notice of Citation and Fine Assessment* will be sent to the Member and his/her Broker. The notification will include the amount of the fine. Refer to the NNRMLS Citation Matrix for a complete overview of the Level 1 through 3 Citations and fine amounts.

**2.1.B Level 1 Fine Calculation.** If uncorrected within two business days of original notification, the amount for a Level 1 fine will be \$100. If uncorrected for an additional 5 calendar days, the fine will double to \$200. If uncorrected for a further 7 calendar days, the fine will double again to \$400. If still uncorrected for a final 7 calendar days the fine will double again to \$800 and the services of the member will be suspended until the total fine is paid.

**2.1.C Level 2 Fine Calculation.** If uncorrected within two business days of original notification, the amount for a Level 2 fine will be \$250. If uncorrected for an additional 5 calendar days, the fine will double to \$500. If uncorrected for a further 7 calendar days, the fine will double again to \$1,000. If still uncorrected for a final 7 calendar days the fine will double again to \$2,000 and the services of the member will be suspended until the total fine is paid.

**2.1.D Level 3 Fine Calculation.** If uncorrected within two business days of original notification, the amount for a Level 3 fine will be \$500. If uncorrected for an additional 5 calendar days, the fine will double to \$1,000. If uncorrected for a

further 7 calendar days, the fine will double again to \$2,000. If still uncorrected for a final 7 calendar days the fine will double again to \$4,000 and the services of the member will be suspended until the total fine is paid.

**2.1.E Maximum Fine for Levels 1 through 3.** The maximum fine for an uncorrected Level 1-3 violation is \$5,000. If correction is not made before the maximum is reached the member's services will be immediately suspended until the correction is made and the fine paid.

**2.2 Level 4 Citations.** Level 4 Citations will be sent in the same manner as noted above. However, the two business day correction period does not apply to Level 4 Citations – they are all automatic. The amount of Level 4 fines vary. Fine amounts for uncorrected citations will continue to double in successive 7 calendar day increments as in the Level 1-3 citations.

### **Section 3 – Level 1 Citations and Fines**

**3.1. Wrong Area.** Listings must be entered into the correct area, in accordance with NNRMLS Area Maps and established boundaries. (Section 2.E.2, Section 2.H)

**3.2. Incomplete Info.** All other information must be complete when entered into the system, including but not limited to APN, taxes, correct schools, zoning, city, state, county and zip code information. (Section 2.E.2, Section 2.H)

**3.3. Incorrect Property Class.** Each listing must be entered into the correct Property Class and Sub-Class. (Property Class Listing Policy)

**3.4. No Showing Availability Noted on Active Listing.** If a listing has a status of "active" but cannot be shown, a notation must be made in the Private Remarks as to when the property will be available for showing. (Section 3.E)

**3.5. Not Disclosing Ownership Status on a Listing.** If a member is a principal party in a listing or related to seller, a notation must be made in either the MLS or Private Remarks of the listing. (Section 5.C) (02/15/06)

**3.6. Not Removing a lockbox from an off-market listing.** Sold and withdrawn listings must have the lockbox removed within 2 business days of notification. (policy effective 9/07)

**3.7. No Real Property Included.** All listings entered must include real property, with the exception of actual Business Opportunity Listings. Listings that only include water rights, frontage or coverage, or a structure only with no land may not be entered into the system. (2005)

**3.8. Referral Fees or "Reservations".** Listings that offer only a referral fee or are entered into the system to solicit reservations for future purchase are prohibited.

**3.9. MLS Lockbox System Box Required.** NNRMLS requires the placement of an MLS approved lockbox on listed properties if any device giving access to real estate professionals and/or services providers is authorized by the seller and occupant and is placed on the property. If a Participant or Subscriber participates in the voluntary NNRMLS Lockbox system, NNRMLS requires that the lockbox placed on the property be the current MLS lockbox. (Amended 2/2013)

*NOTE: The above are examples only and may not be inclusive of all possible citations.*

### **Section 4 – Level 2 Citations and Fines**

**4.1. No Photo/Sketch Loaded.** A Primary photo/sketch is required on every listing in the MLS at all times. If the seller expressly directs that photographs of their property not appear in MLS Compilation, the MLS provided "No Photo @ the Direction of Seller" graphic may be uploaded onto the listing. The image is available in MLSDocs (Section 2.E.13.A) Revised 8/2014

**4.2. Photo/Sketch with Watermark, Overlay or Dominant Signage.** Photos/sketches may not be watermarked, must be of the listed property only. View photos are acceptable so long as the view depicted is the actual view as seen from the property. No contact information, overlays of any kind, watermarks or dominant signs are allowed. Guideline for dominant signs: If the name/phone number of the listing agent/office can be read in the photo, the sign is too predominant in the photo. (Section 2.E.12.A)

**4.3. Use of another Member's Photos.** Copying a photograph, drawing, or virtual tour from another listing for use on your own listing - regardless of the listing status - is prohibited unless written permission is obtained. (Section 2.E.12.D)

- 4.4. Property Class Duplication.** An active listing may not be entered for sale into more than one property class. However listings offered for sale and for rent may be entered into one class for sale (i.e. Residential, Commercial, Multifamily, etc.) and entered into the rental property class. (Amended 2/12)
- 4.5. Incorrect Status/Non-Reported Transactions.** All changes of status must be reported to the MLS within 2 business days of the change. This includes reporting of price changes, active pending sales, closed transactions, closed transactions of formerly “waived” listings, listings being placed back on the market and any other contractual changes in status. (Section 3.D)
- 4.6. Incorrect Reporting of Closed Transactions.** The correct selling agent, selling office and all other required information must be properly reported on closed transactions. Properties with no member involved on neither the listing nor selling side of the transaction may not be entered into the MLS. (See “Policy on Proper Reporting of Closed Transactions” page 29 herein; updated 4/25/07)
- 4.7. Contact Information in MLS Remarks or Extended Remarks.** MLS and Extended remarks may only describe the property and details relating to the transaction. No contact information of any kind, including but not limited to names, phone numbers, web sites, email addresses may be entered in the MLS or Extended remarks sections. (Section 2.E.11 and policy)
- 4.8. Mention of Affiliated Companies and/or Contact Information:** Mention of affiliated real estate service providers or companies for the purpose of recommendation or seller/agent preference are not permitted. Identification of lien holder, required pre-qualification, auction website, or open escrow is permitted in Private Remarks only. Any language that may be considered advertising or steering will be found in violation of this policy. (updated 2/20/2014)
- 4.9 Mention of Non-Member in Contact Information:** Reference to a Non-Member (including but not limited to registered, temporary non-member licensee, or a general licensee who has no membership in NNRMLS) in any contact field and/or any remarks field is prohibited; including but not limited to name, phone number, email address, etc. (Section 2.E.5)
- 4.10. Duplicate Areas.** Listings may only be entered into the correct area in accordance with NNRMLS Area Maps and associated boundaries. (policy)
- 4.11. Subdivisions/Developments with Unrecorded Maps:** Properties that are part of an unrecorded or tentative map and have no parcel numbers assigned may not be entered into the system. (policy 2005)
- 4.12. Limited Service Listing Disclaimers:** All limited service listings are required to have Real Estate Division Form “Authorization to Negotiate Direct with Seller” (form #637) completed and attached to the corresponding listing as an Associated Document.
- 4.13. Unauthorized Type of Compensation in Listing:** Listings offering net compensation, no compensation, or conditional compensation may not be entered into MLS. *Note: sold listings added for comparable purposes that were previously withheld from publication may show no compensation if none was offered or paid. (1/2009)*
- 4.15. Property Re-list.** Listings reactivated by the same office or firm in less than 30 days must be placed “back on market” under the most recent MLS #. However, properties that have a new owner or were foreclosed and subsequently re-listed with the same office or firm can be reentered as new within the 30 day period. (policy 09/07)

*NOTE: The above are examples only and may not be inclusive of all possible citations.*

### **Section 5 – Level 3 Citations and Fines**

- 5.1. Remarks with Potential Fair Housing Violations.** All listing remarks must be in compliance with State and Federal Laws and the Fair Housing Act. (Section 2.E.10)
- 5.2. Unprofessional/Inappropriate Remarks:** Listing remarks must be about the property or the transaction only. No unprofessional, inappropriate or derogatory comments will be accepted. (Section 2.E.10 and policy)
- 5.3. Branded Virtual Tours.** Only “unbranded” virtual tours may be entered into the MLS. See full Virtual Tour Policy for more details on the definition of branded vs. unbranded tours. (policy)
- 5.4. Non-Disclosure of Actual Sliding Scale:** Listings marked “yes” for sliding scale compensation must also include full disclosure of the method of calculation in the Private Remarks as members are entitled to know what their compensation will be prior to making an offer. (policy 4/25/07)

*NOTE: The above are examples only and may not be inclusive of all possible citations.*

## Section 6 – Level 4 Citations and Fines

- 6.1. Late Entry of Listing into MLS.** All listings must be entered into the MLS within 2 business days of the seller's signature(s). The Level 4 fine for this citation is \$250 plus \$100 for each day late. (Section 2.E.3)
- 6.2. MLS Exemption Violation:** Members who have "exempt" status with the MLS will receive a fine of \$500 plus a for violating the exemption agreement. (policy)
- 6.3. Exempted Listings with No Waiver of Benefits on File.** A completed and signed copy of the Sellers' Waiver of LS Benefits must be received by the MLS within 2 business days of sellers' signatures obtained. The citation for not submitting a complete and signed copy of a Waiver of Benefits form to NNRMLS within 2 business days of seller's signature(s) is \$1,000. (Section 2.F)
- 6.4. No Response to Listing Information Audit Request.** The NNRMLS Board of Trustees may request copies of all documentation concerning the property listing for audit purposes with 2 business days' notice; this includes listing contract, listing input forms, and/or related change orders. The fine for failure to submit the requested documents by the deadline is \$2,500. (Section 2.E.1 and 2.H.5)
- 6.5. No Seller Signature(s) on Listing Input or Change Form.** Seller signature(s) are required on all listing input forms and status change forms relating to contractual changes. Failure to have the appropriate signatures on a listing input form, change form, or agreement will result in a \$1,000 fine. (Section 2.H.3)
- 6.6. No Agent or Broker Signature on NNRMLS Forms.** The signature of either the listing agent or the listing broker is required on listing input forms and all change forms. The broker's signature is required on all "temporary off market" and "withdrawn" status change forms. Both the Broker and Agent signatures are required on the Waiver of Benefits form. The fine for not having the appropriate signature is \$1,000. The broker will receive the fine for no broker signature. (rev. 1/18/06) (Section 2.I.3 and policy)
- 6.7. No Listing Input Form on File.** Listing information must be on a current approved form. The fine for not having a signed listing input form submitted to NNRMLS upon request is \$1,000. (Section 2.E.1)
- 6.8. Misuse of Lockbox System.** Giving a lockbox key to an unauthorized user or the use of another member's lockbox key is prohibited. The fine for unauthorized use of a lockbox key is \$2,500. (Section 4.A and the Lockbox Key Agreement)
- 6.9. Sharing a Password to Access MLS or Allowing Unauthorized Use/Access to MLS.** Only active members of NNRMLS may access the MLS System, each with his/her authorized login and password. This also includes improper use of the MLS by an agent/broker staff member/assistant either with the agent/broker's password or an approved staff login account. The fine for sharing the system and password, allowing an unauthorized user to access the MLS System, or for unauthorized use by a staff member/assistant is \$2,500. The DR (responsible broker) will be responsible for fines and/or hearings resulting from misuse by his/her staff member or an agent's assistant with an approved login account. (rev. 1/18/06) (Section 5.A.2)
- 6.10. Exporting MLS Content for Unauthorized Use or Allowing an Unauthorized Export of MLS Content.** The fine for exporting MLS information for unauthorized use or for allowing an unauthorized user to export/retrieve content from the MLS is \$5,000 (Section 12.B.1 & 2)
- 6.11. Service Re-activation Fee.** If for any reason a member's MLS services are suspended, the service re-activation fee is \$50. Services will not be restored until the outstanding obligation and the reactivation fee are paid. (Section 7.F and policy)
- 6.12. Failure to Make Correction.** Failure to make corrections prior to reaching the maximum citation amount will result in immediate suspension of MLS services for the violating member until the correction is made and fine is paid. (policy revised 1/18/06)
- 6.13. Improper Use of Statistical Ranking Reports.** Distribution of ranking reports to any 3<sup>rd</sup> party to be used by that party for their individual marketing or promotional purposes or member use of agent ranking reports with names of other members for public media marketing without written permission of those members will result in a fine of \$1,000. (policy 02/07)
- 6.14. Distribution of Confidential Information:** Distribution, in any form, of confidential information, including but not limited to the compensation, private remarks, occupied by, showing instructs, expiration date and/or listing type fields is prohibited. The fine for distributing confidential information is \$250 for the first offense, \$1,000 for the second offense, and \$2,500 for the third and successive offenses. (1-09 – Listing Remarks Policy Sections 4 and 5.a-b; Rules & Regs Section 12.B.2) Effective May 1, 2009.

**6.15. Failure to Satisfy Arbitration Requirement:** The obligation to arbitrate includes the duty to either 1) pay an award to the party(ies) named in the award or 2) deposit the funds with the Professional Standards Administrator or Executive Officer to be held in an escrow or trust account maintained for this purpose. Failure to satisfy the award or deposit the funds with the association within ten (10) days is considered a violation of the MLS rules and will result in suspension of NNRMLS Membership until such time as requirements are satisfied. Reactivation fee(s) apply. (Section 19.D) (*Adopted 02/16*)

*NOTE: The above are examples only and may not be inclusive of all possible citations.*

### **Section 7 – Responsibility for Violations and Fines**

The violating Member shall have initial responsibility for correcting the Citation and paying all fines. If the violator is a clerical user or unlicensed assistant for a Member or Broker, the responsible Member/Broker shall be responsible for payment of all fines.

When a violation or citation is issued on a co-listed property, a copy of the notice is sent to both listing agents as well as the Broker(s). In the case of a fine being assessed, it is the policy of NNRMLS that the total amount of the fine is applied to the first listing agent. NNRMLS requires written authorization from both agents in order to split or move the citation amount onto the second listing agent's account. Either or both agents have a right to the hearing process. (updated 5/21/2014)

### **Section 8 – Non-Payment Results in MLS Suspension**

Failure to pay a fine in accordance with current NNRMLS billing policies (unless an administrative review or a hearing is requested as set forth below) will result in suspension of MLS services of the responsible member. Payment of the fine and the service re-activation fee will be required before MLS services will be reinstated.

### **Section 9 – Notice of Violation**

For purposes of this Policy, **Notice of Violation-Warnings** and **Notice of Citation and Fine Assessments** will be sent to the listing agent/subscriber with a copy of the Notice to the Broker Participant (Broker) as defined in Section 2.1A.

### **Section 10 – Calculation of Time Periods**

**10.1 Receipt of Notices.** Receipt of a notification sent by NNRMLS to a Subscriber and Participant will be presumed received on the date emailed, faxed. Final dates for receipt of replies from the Subscriber or Participant will be included in all correspondence from NNRMLS.

**10.2 Initial Notification and Response.** In calculating time periods, the initial time to submit a response to a *Notice of Violation-Warning* (Level 1 through 3 only) is based on business days (weekends and holidays excluded). If the Violation is not corrected and a Citation is issued, the time that passed while the violation is NOT corrected is calculated on calendar days. Calculation of time begins on the day of notification of Citation. See Citation Policy, Section 2.

### **Section 11 – Due Date for Payment of Fines**

Fines will be placed on the member's billing account upon assessment. Should a waiver request be submitted in accordance with current policy, the amount will be removed from the member's account pending final determination. If the fine is upheld, the amount will be placed back on the member's account and payment will be subject to current NNRMLS billing policies.

### **Section 12 – Multiple Violations**

**12.1 Multiple Level Violations on the Same Listing.** If any specific Notice of Citation and Fine Assessment includes a combination of Level 1 through Level 4 fines, the higher Level rate will be applied. (*Note, this does not preclude another notice of citation in the future for the same MLS number for different or similar violations*)

**12.2 Multiple Violations of the Same Level on the Same Listing.** If more than one violation in the same Level is cited on a particular citation notice, the amount will not increase on a per violation basis. Example: no listing photo and a non-reported transaction on the same listing would be \$250 total, not \$250 each. *(Note, this does not preclude another notice of citation in the future for the same MLS number for different or similar violations)*

**12.3 Repeat Offenders.** If a member is found in violation of the same offense a second time, the citation will not include the 2 business days warning. Rather the *Notice of Citation and Fine Assessment* will be sent and the fine will begin at the sum equivalent to the amount due at the end of the first 7 days.

*Example:* second offense of Level 1 Violation – Notice sent with \$200 fine assessed; second offense Level 2 Violation – Notice sent with \$500 assessment; etc. If uncorrected within 7 days, fine will continue to double as in first offence scenario. i.e. Level 1 = \$200, \$400, \$800, \$1600 and suspension. *(Note, Member will be on notice as a repeat offender)*

Should a member be found in violation of the same offense a third time, *Notice of Citation and Fine Assessment* will state that this member has been warned of repeated violations. The member will be required to make the correction and. A fine not to exceed \$5,000 will be assessed.

### **Section 13 – Right to Dispute Notice of Violation and Fine Assessment**

All members have the right to request a Waiver of any Citation/Fine issued. Should the Waiver be denied, the member shall then be notified of his/her right to a Hearing by the NNRMLS Hearing Panel. The Hearing and Appeal processes will be conducted in accordance with the National Association of REALTORS® Code of Ethics and Arbitration Manual (COEAM). Maximum penalties and additional sanctions that may be added during the hearing process are also in accordance with the (COEAM) and the Multiple Listing Service Handbook.

**13.1 Initial Request for Waiver.** Requests for Waiver must be submitted in writing within thirty (30) calendar days of the date that the actual fine/citation was issued. Required corrections must be made prior to requesting a waiver of a fine.

**13.2 Administrative Panel Review.** An administrative panel will review the request and respond with a decision within ten (10) calendar days of receipt of the waiver request. The Administrative Panel has the ability to waive, deny or, in cases of a first time offense of a Level 4 automatic violation of the Late Listing or No Waiver of Benefits on File citation, the administrative panel may offer a one-time reprieve so long as the member attends an educational session on the Rules, Regulations and Policies of the MLS. (Amended 6/ 2015) If the request for waiver is denied, general information and all necessary forms to request a hearing will be included in the response. If a Hearing is not requested by the deadline noted in the correspondence, the decision of the Administrative Panel will be final.

**13.3 Requesting a Hearing.** The member will have twenty (20) calendar days from the date on the waiver denial notification to request a hearing. Requests for a hearing must be submitted on the Hearing Request form and be accompanied by all required forms, including all documentation for review at the hearing. A request for Hearing will not be considered “received” until all required information is complete and properly signed (if applicable).

**13.4 Types of Hearings.** The member will have the option to appear in person at the hearing with the opportunity to bring witnesses, have legal counsel present, etc.

**13.5 Make Up of a Hearing Panel.** A panel will consist of at least three qualified panel members including one member of the Board of Trustees.

**13.6 Hearing Dates.** Hearings will be scheduled monthly; additional dates may be scheduled as needed.

**13.7 Receipt of Documentation.** Receipt of documentation or correspondence sent by NNRMLS to a Subscriber and/or Participant will be presumed received on the date faxed or emailed. Final dates for receipt of replies will be included in all correspondence.

**13.8 Decision of Hearing Panel.** The responsible Subscriber and/or Participant will be notified of the results of the Hearing within 10 calendar days of the final decision of the Hearing Panel. Hearing Panel decision will include information on the member's right to appeal the decision based on due process and proper procedures. If an appeal is not filed within the required time frame, the decision of the Hearing Panel will be final.

**13.9 Right to Appeal the Decision of the Hearing Panel.** Upon notification of the decision of a Hearing Panel, the member shall have the right to appeal the decision based only on "Due Process" as defined in the National Association of REALTORS® Code of Ethics and Arbitration Manual (COEAM). A request for appeal must be filed within twenty (20) calendar days of the date on the decision of the Hearing Panel.

Appeals will be referred to the Board of Trustees. Members requesting an appeal will be subject to payment of any processing fees charged for the procedure.

# Quick Reference Citation Matrix (subject to change) revised 2/2014

## Level 1 Citation – Start @ \$100

*Given a 2 business day grace period to correct - Citation amounts double every 7 days until corrected*

- **Incorrect Information** is NOT Permitted such as wrong area, no parcel number or taxes, no commission, incorrect schools, wrong city, zoning, stories, unknown cross street, or incorrect Property Class/Type  
See Section 3.1-3
- **No Disclosure of Showing Availability:** If active, but cannot be shown, agent must disclose when showings will become available in Private Remarks - Section 3.4
- **No Disclosure of Agent/Broker Ownership Status** in the MLS or Private Remarks - Section 3.5
- **No Real Property:** Listings entered into the system that do not include real property are in violation (Water Rights only, etc.) - Section 3.7
- **No Reservation Only:** Listings entered into the system that are “Reservations Only” or “Referral Fee” are NOT permitted - Section 3.8
- **Lockbox Not Removed:** Lockbox must be removed from an off-market listing - Section 3.6
- **MLS Lockbox Required:** If a Participant or Subscriber participates in the voluntary lockbox system and has placed any other lockbox on the property, the current MLS lockbox is required Section 3.10

## Level 2 Citation – Start @ \$250

*Given a 2 business day grace period to correct - Citation amounts double every 7 days until corrected*

- **Photo Violation:** Primary photo or sketch required. Watermarking, predominate signs, people or pets not allowed. Another agent’s photo may NOT be used without written permission - Section 4.1-3
- **No Duplication:** Listing may only be in one area and one property class at a time. No duplication allowed - See Section 4.4
- **Status Violations:** Incorrect Status, Non-reported transactions, and/or incorrectly reported closed transactions - See Section 4.5-6
- **Remarks Violation:** NO contact info permitted in MLS/Extended Remarks. Any language that could be considered advertising/steering is NOT permitted in ANY Remarks field - Section 4.7-8
- **Reference to a Non-Member** NOT Permitted including, but not limited to; registered, temporary, non-Member licensee, or a general licensee who has no Membership - Section 4.9
- **MAP/APN Required:** Listings may NOT be entered into the system prior to approval of final map & assignment of APN - Section 4.11
- **Limited Service Listing Disclaimers:** NVRED Form “Authorized to Negotiate Direct with Seller” (Form #637) must be attached as Associated Document - Section 4.12
- **Unauthorized type of Compensation** in Listing: Listings offering net compensation, no compensation or conditional compensation are NOT permitted - Section 4.13
- **Improper Re-list:** Listings may NOT be reactivated as new by the same office or firm unless off market for more than 30 days or have a new owner. - Section 4.15

## Level 3 Citation – Start @ \$500

*Given 2 business day grace period to correct - Citation amounts double every 7 days until corrected*

- **Fair Housing Violation:** Remarks with Fair Housing liability are NOT permitted - Section 5.1
- **Unprofessional/Inappropriate Remarks:** NOT permitted in any remarks field - Section 5.2
- **Virtual Tours:** Branded tour or another URL in field are NOT permitted. - Section 5.3
- **Sliding Scale:** Failure to disclose the calculation method for sliding scale compensation in Private Remarks - See Section 5.4

## Level 4 Citation – Automatic Citation and the Citation Amounts Vary

*NO Grace Period – Automatic Fine - Citation amounts double every 7 days until corrected*

- **Late Entry of Listing into MLS:** Listing must be entered within 2 business days. Section 6.1 ..... Citation = \$250 + \$100/day late up to \$2500
- **Distribution of Confidential Info Prohibited:** - Section 6.14 ..... Citation = \$250, 1st offense / \$1000, 2nd offense / \$2500, 3rd offense
- **No Waiver of Benefits on File:** Section 6.3 ..... Citation = \$1,000
- **Signatures & Forms:** No agent/broker and/or seller signatures, no listing form and/or agreement on file. Section 6.5-7 ..... Citation = \$1,000
- **Misuse of Statistical Ranking Reports:** Section 6.13 ..... Citation = \$1,000
- **Unauthorized Use of Lockbox Key:** Section 6.8 ..... Citation = \$2,500
- **Documents Not Submitted** in Response to Audit: Section 6.4 ..... Citation = \$2,500
- **Sharing a Password and/or Allowing Any Unauthorized Use/Access** to the MLS is Prohibited: Section 6.9 ..... Citation = \$2,500
- **Exporting MLS Information For Unauthorized Use:** Section 6.10 ..... Citation = \$5,000
- **MLS Exemption Violation:** Section 6.2 ..... Citation = \$500
- **Service Re-Activation Fee:** Section 6.11 ..... \$50/Occurrence
- **Failure to Satisfy Arbitration Requirement:** Section 6.15 ..... Suspension

# Billing and Refund Policy

## Section 1. Monthly Billing for MLS Services

Members will be billed for recurring and activations fees upon application for membership. Recurring fees will be prorated for the first month of membership. All fees must be paid prior to activation.

## Section 2. Payment Process

Payments on account are due by the 15<sup>th</sup> day of the month and considered delinquent at 5:00 p.m. on the 45<sup>th</sup> day after original billing. Members may pay their bill via debit/credit card, or check. Payments may be delivered to the NNRMLS office, mailed, phoned in, processed through the auto-pay program, or made on line.

## Section 3. Late Payments

Postmarked envelopes or after-hours delivery will not be considered when determining late fees. Payments must be received at the NNRMLS office by 5:00 p.m. on the 45<sup>th</sup> day or services will be suspended and a re-activation fee of \$50 will be assessed. All services will be reinstated upon receipt of account balance and \$50 re-activation fee.

- A. Subscribers who do not bring their account current and pay the re-activation fee by the 55<sup>th</sup> day will be considered non-members for MLS purposes and future billings will be transferred to the Participant's account. After 90 days, delinquent accounts may be sent forward for collection.
- B. Participants who do not bring their individual account current by the 45<sup>th</sup> day will be suspended and a re-activation fee of \$50 will be assessed. If, after 90 days, the Participant's account is not brought current and re-activation fees paid, the entire office will be terminated and all listings will be removed.

## Section 4. Refund Policy

- A. **Terminated Members:** within thirty (30) days of termination, members with a credit balance of more than the current month's fees on their account will receive a refund for the amount of the credit balance that exceeds the member's liability for the current term. Member's Designated REALTOR may be responsible for any accumulated balance resulting from failure to submit required termination forms to Designated REALTOR's Association.
- B. **Active Members:**
  - i. Errors on Billing: If NNRMLS erroneously bills a member, a credit will be applied to their account and will appear on the next monthly statement.
  - ii. Training Sessions: Refunds will be given for pre-paid registrations if cancellation is received in accordance with the posted refund policy for that session.
- C. **MLS Only Applicants:**
  - i. MLS Participant: If an MLS Only application from a Designated REALTOR<sup>®</sup> is withdrawn in writing within 2 business days of submission and the MLS system has not been accessed, \$75 of the application fee will be retained by the NNRMLS to defray the administrative costs of establishing the office and broker membership records. If MLS access has been established, refunds of monthly fees will be as noted in Section 4.a of the Billing and Refund Policy.
  - ii. Subscriber: If an MLS Only application from a subscriber is withdrawn in writing within 2 business days of submission and the MLS system has not been accessed, \$25 of the processing fee will be retained by the NNRMLS to defray the administrative costs of establishing the subscriber's membership records. If MLS access has been established, refunds of monthly fees will be as noted in Section 4.a of the Billing and Refund Policy.

# Collection of Past Due Accounts

## Section 1. Suspended Status

Current members (including participants, subscribers and non-members) with a past due account balance may be sent to collection.

- A. When an account has been inactivated for non-payment for 30 days, NNRMLS will send a letter to the member requiring payment within 30 days to avoid being referred for collection. If unpaid by the final due date, accounts will automatically be referred for collection. In addition, a notation will be made in the member's file indicating that the previous balance due and any applicable re-activation fees must be paid prior to reinstating MLS membership at any time in the future.

## **Section 2. Inactive/Terminated Status**

Former members (including participants, subscribers and non-members) who are no longer active in the MLS with a past due account balance may be sent to collection.

- A. If, after 30 days from termination, the account is still delinquent, a certified letter will be sent requiring payment within 30 days or account will be referred for collection. If still unpaid on the final due date, the account will automatically be sent to collection. In addition, a notation will be made in the former member's file indicating that the previous balance due and any applicable re-activation fees must be paid prior to reinstating MLS membership at any time in the future.

## **Returned Check Policy**

### **Section 1. Current Account Balance**

- A. NNRMLS shall charge a service charge for checks returned for insufficient funds. The service charge amount shall be prominently posted.
- B. In the event of a returned check, member must make the funds good, plus the service charge within 10 business days.

### **Section 2. Returned Check Causes Account Delinquency**

- A. In the event a check is returned for insufficient funds for payment of an agent or broker account which is on notice as 45-days delinquent, MLS services (if applicable) shall be suspended immediately upon notice of the insufficient funds check and reactivation fees will be assessed plus the return check service charge. The account will be processed as a delinquent account in accordance with NNRMLS billing policies.

### **Section 3. Multiple Returned Checks**

- A. If a member has three returned checks within a 12-month period, the member account shall be on a credit card or money order basis for a one-year period.

# MLS Fee Exemption Policy

- 1. Exemption Defined:** In accordance with MLS Rules and Regulations, Section 7 Service Charges, exemptions from monthly fees may be granted if a licensee specializes in certain areas of real estate, resides out of the area or in the case of illness. Exemptions will not be granted to Designated REALTORS® or for reasons outside of those outlined in the MLS Rules and Regulations.
- 2. Exemption Application Process:** A MLS monthly fee exemption request and agreement must be submitted in writing, on the NNRMLS approved form, and must be signed by both the agent requesting the exemption and his/her broker.
- 3. Review Process:** NNRMLS staff will review each request for exemption to determine eligibility. Eligibility will be based on the accepted criteria as outlined in the MLS Rules and Regulations. Additionally, the applying agent may not have a lockbox key and may not have any active or pending-no show listings in the MLS system under his/her name as listing agent or as a contact.
  - A. **Approval:** If the applying agent meets the criteria as outlined in the MLS Rules and Regulations and at the time of review does not have a lockbox key or any active or pending no-show listings, the exemption will be granted administratively for the time between approval and the next annual renewal period.
  - B. **Subject To:** If the applying agent meets the criteria as outlined in the MLS Rules and Regulations but has a lockbox key and/or active or pending-no show listings, the exemption will be subject to documentation of the return of the lockbox key and/or transfer of the listings to another agent in his/her firm. The exemption will not be effective until NNRMLS receives documentation from the agent or his/her broker that the necessary lockbox and/or transfer of listings has been completed.
  - C. **Denial:** If the applying agent does not meet the criteria as outlined in the MLS Rules and Regulations, the exemption will be denied administratively with a provision for appeal to the Board of Trustees.
- 4. Monthly Fee Refunds/Credits:** Within 30 days of exemption approval, members with a credit balance of more than the current month's fees on their account will receive a refund for the amount of the credit balance that exceeds the member's liability for the current term, no credits for the current month will be issued.
  - A. If an exemption is granted subject to either return of a key and/or transfer of listings, the exemption will not go into effect until the requirements are met. No credits for the current month will be issued.
  - B. Fee exemptions and associated credits will not be retroactive beyond the current month (as noted above) unless a written request has been submitted to and approved by the Board of Trustees.
- 5. Exemption Processing Fee:** The Designated REALTOR® will be billed an application fee of \$35 upon approval of each individual exemption for his/her licensees. Additionally, an annual renewal fee of \$35 will be billed to the Designated REALTOR® for each licensee that the DR certifies for renewal.
- 6. Exemption Period:** Initial exemptions will be granted from the date of approval through the next annual renewal period. Exemption renewals will be for a one year period subject to receipt of certification from the Designated REALTOR® that the agent still qualifies for exemption. If the renewal certification is not received within the renewal period, the exemption will be cancelled and billing for monthly MLS fees will resume for that agent. No credits will be given for monthly fees billed on late renewals.
- 7. Conditions of Exemption:** Once approved for an exemption from payment of MLS fees, the exempt member may not use the services of the MLS in any way, including but not limited to: any form of access to the MLS system, exempt member's name appearing anywhere on a listing in the MLS, any use of the lockbox system to access properties, etc. Exempt members may be given a login to Instanet that allows access only to the Forms Library available to them through their Association membership.
- 8. Violations:** Should the conditions of an exemption be violated, the exemption will be automatically revoked and retro-active fees may be billed. Additionally, the Level 4 Citation will be issued. The total amount of fine and hearing requirements will be determined by the associated policies at the time of violation. Policy Section 6.2

## MLS Fee Exemption Request Information

In accordance with MLS Rules and Regulations, Section 7 – Service Charges, exemptions from monthly MLS fees may be granted if a licensee specializes in certain areas of real estate and does not use the services provided by the MLS. To apply for an exemption, please complete this form and submit to NNRMLS with both the agent and broker signatures.

To receive an exemption from the monthly MLS fees, a licensee must qualify in accordance with the Rules and Regulations, return his/her lockbox key to their primary Association and have no active or pending listings in the computer.

The MLS Fee Exemption Policy allows for a \$35 processing fee to be billed to the Designated REALTOR® upon approval of an exemption. Additionally, there will be an annual renewal fee of \$35 billed to the Designated REALTOR® upon certification that the licensee still qualifies for exempt status. Please review the attached copy of the MLS Fee Exemption Policy prior to submitting this form.

### MLS Fee Exemption Agreement

We, the undersigned licensee and broker, acknowledge that we have read, initialed and attached the MLS Fee Exemption Policy and accept all provisions of the policy. We hereby request an exemption for the licensee based on the following qualifying criteria:

- Temporary medical condition precluding agent from listing/selling of property and use of MLS services.
- Agent engaged strictly in sales and/or management of commercial real estate.
- Agent engaged strictly in subdivision sales.
- Agent engaged strictly in the field of property management and will not be participating in MLS
- Agent is a full time employee of the MLS Participant (Broker), engaged exclusively in office management and does not actively participate in the listing/sale of real estate or in the training of agents in the use of the MLS.
- Agent resides out of the NNRMLS geographic areas.
- Active military service or deployment precluding agent from listing/selling of property and use of MLS services for more than 30 days. (documentation may be required)

We understand that approval of the exemption is subject to qualification in accordance with the MLS Rules/Regulations, return of lockbox key (if applicable) and transfer of any active or pending listings to another agent in the firm. We also acknowledge that if approved, violating this agreement, or the exemption policy will result in the automatic revocation of this exemption, with additional sanctions possible as outlined in the then current MLS Fee Exemption policy, including but not limited to retro-active billing of MLS fees, a fine of \$500 plus a mandatory hearing requiring both the broker and agent to appear before the Board of Trustees.

Licensee Name (print) \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_

Broker Name (print) \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_

Office Name: \_\_\_\_\_

Office Address \_\_\_\_\_ Office Phone: \_\_\_\_\_

# MLS Content Use and License Policy

Adopted November 15, 2006

**1. Listing Content access and licensing limited to uses permitted by MLS policy.** The Northern Nevada Regional MLS (“NNRMLS”) complies with applicable laws and with the multiple listing policies of the National Association of REALTORS® (“NAR”) as set forth in the NAR Handbook on Multiple Listing Policy. NAR’s Internet Data Exchange (“IDX”) policies require NNRMLS to provide limited Listing Content access and licensing to MLS Participants under certain circumstances; but these are the only circumstances under which NNRMLS can be compelled to license or provide access to the MLS Listing Content or membership information. Furthermore, such licenses and accesses are still subject to all of the NNRMLS’s other policies, including standard licensing and access agreements, which are left to local control by NAR policy. Except as expressly required in the NAR policies or by applicable law, therefore, NNRMLS shall provide access to and license MLS listing and membership Listing Content only where consistent with these policies.

**2. NNRMLS responsibility for protecting Listing Content.** NNRMLS is responsible for licensing and protecting intellectual property rights in the database Content relating to listings on behalf of the listing Participant. NNRMLS will achieve this objective by taking all the following steps:

- Obtaining licenses from Participants and third parties that contribute Listing Content relating to listings.
- Granting a broad license to listing Participants to use content relating to their own listings.
- Granting a narrow license to all MLS Participants to use the Listing Content of other Participants to the limited extent permitted by the Rules and Regulations.
- Enforcing MLS rules relating to use of Listing Content.
- Registering the copyright in the MLS Database with the U.S. Copyright Office.
- Aggressively pursuing copyright infringers and database pirates to the extent possible, taking into consideration MLS’s budget and staff resources.

**3. Uses by Participants for Internet Display (IDX/Broker Reciprocity).** NNRMLS shall provide a feed of Listing Content for IDX purposes to member Participants under the following guidelines:

- Participant and service provider (“Vendor”), if applicable, must sign a Broker Reciprocity/IDX Agreement and pay the applicable fee for the Content feed.
- Participant’s website must be in compliance with NNRMLS Rules and Regulations governing the IDX/Broker Reciprocity program.
- Participant’s membership in NNRMLS must be current at all times.
- Participant, at his/her discretion, may authorize subscribers from his/her firm to display IDX/Broker Reciprocity Listing Content on their respective websites and agrees to take responsibility for any potential misuse by the subscribers. NNRMLS will not license Listing Content directly to subscribers at any time. If a Participant chooses to authorize his/her subscribers to have Listing Content on their websites, Participant must sign the Broker Reciprocity/IDX Agreement on behalf of the listing agent and accept all responsibilities outlined in the agreement.
- Both the Participant and the Vendor (if applicable) are responsible for all Listing Content integrity issues arising from the Listing Content feed and must take steps to prevent the NNRMLS Listing Content in its custody from being pirated.

**4. Uses by third parties or Participants to deliver services to Participants.** A third party or Participant may use NNRMLS Content for purposes of delivering it back to authorized Participants and subscribers, only under the following circumstances:

- If the Board of Trustees, in its sole discretion, determines that the service is an important one that the MLS cannot feasibly offer on its own.
- If NNRMLS determines, through its own investigation and research, that the use of the Content in the proposed service will not injure the business interests of NNRMLS or of its other Participants.
- If the service includes fields deemed confidential by NNRMLS, or replaces primary features of the current MLS system the service must include SafeMLS authentication.
- The Content provided will not be displayed or be made searchable on any website, public or private, except as outlined in the IDX/Broker Reciprocity Rules and Regulations.
- Upon meeting the above noted criteria and execution of a License Agreement.

**5. Participant non-core uses including other Participants' listings.** Each Participant is entitled to receive a download of relevant portions of the MLS Listing Content, including Listing Content of other Participants, for purposes of building in-house and back-office systems, provided all the following requirements are met:

- Only the staff and licensees of the downloading Participant for whom applicable fees have been paid to NNRMLS may access MLS Listing Content.
- If the service includes fields deemed confidential by NNRMLS, or replaces primary features of the current MLS system the service must include SafeMLS™ authentication.
- If the Participant wishes to receive a direct in-house feed of Listing Content, he/she must enter into a License Agreement with NNRMLS and pay all applicable fees.
- If Participant is using a third party service provider ("Vendor"), the Vendor must execute a License Agreement with NNRMLS and pay any applicable licensing fees. The Vendor must have at least one Participant as a customer prior to the execution of the License Agreement and must inform NNRMLS of any additional brokerages that subscribe to the Vendor's services.
- Both the receiving Participant and the Vendor (if applicable) must take responsibility for all Listing Content integrity issues arising from the Listing Content feed and must take steps to prevent the MLS Listing Content in its custody from being pirated.
- If Participant is not using a third party service provider ("Vendor"), the Participant must execute a License Agreement and must take responsibility for all Listing Content integrity issues arising from the use of the Listing Content and must take steps to prevent the MLS Listing Content in his/her custody from being pirated.

**6. Participant uses of other Participants' listings inconsistent with MLS rules.** Any use of MLS Listing Content that is not expressly authorized in these policy statements or in the Rules and Regulations is hereby prohibited.

**7. MLS Content displayed on public search engines.** NNRMLS may from time to time enter into agreements to license Listing Content to third parties for public search and display of properties (example: realtor.com) on the Internet. These licenses shall be subject to the following:

- At the discretion of Board of Trustees.
- Use of listings and listing information by MLS for purposes other than the defined purposes of MLS requires Participants' consent. MLS may presume such consent provided that listing Participants are given adequate prior notice of any intended use unrelated to the defined purpose of MLS, and given the opportunity to affirmatively withhold consent for that use.
- Participants cannot be required to transfer any rights (including intellectual property rights) in their listings or Listing Content to MLS to obtain or maintain participatory rights, except that MLS may require Participants to consent to storage, reproduction, compiling, and distribution of listings and listing information to the extent necessary to fulfill the defined purposes of MLS. MLS may also require Participants to warrant that they have the rights in submitted information necessary to grant these rights to MLS.
- License fees established and spent at the discretion of the NNRMLS.

**8. MLS structured access with listing Participant permission.** MLS may from time to time enter into agreements to license Listing Content to third parties that provide real estate related productivity products (such as Top Producer, Just Listed/Sold, ShowingTime) etc., subject to each of the following conditions:

- The Vendor must execute a License Agreement with NNRMLS and pay any applicable licensing fees.
- The Vendor must have at least one Participant as a customer prior to the execution of the License Agreement and must inform NNRMLS of any additional brokerages that subscribe to the Vendor's services.
- Both the receiving Participant and the Vendor (if applicable) must take responsibility for all Listing Content integrity issues arising from use of the Listing Content feed and must take steps to prevent the MLS Listing Content in its custody from being pirated.

**9. Distribution to third parties at listing Participant direction.** The listing Participant has the right and complete freedom to use the Listing Content relating to its active and off-market inventory; to the extent possible, subject to MLS policies, and with due consideration for operational costs, NNRMLS will attempt to facilitate transmission of the listing Participant's Content to recipients the listing Participant specifies. NNRMLS shall nonetheless impose the following conditions upon its cooperation with listing Participants in such matters:

- The requesting Participant must agree that NNRMLS is not liable for Listing Content accuracy or for frequency of Listing Content updates.
- NNRMLS will not assist in transmitting listing Participant Content to any third party that is aggregating Participant Listing Content in order to compete with the MLS service or with some aspect of it, or to provide Listing Content for search and display on an Internet website other than the Participant's individual website or that of its franchise site.
- Listing Participant and its third party must sign a License Agreement, which includes provisions to protect MLS and listing Participant, and pay any applicable fees.

**10. Orderly transmission of listing data.** Because NNRMLS believes that the integrity of data is a foundation to the orderly real estate market, that the Real Estate Transaction Standards (RETS) provide a vender neutral, secure approach to exchanging listing information between broker, broker's vender, and MLS and to further establish MLS information as the trusted data source, NNRMLS will implement and remain current with the RESO Standard by dates imposed by the National Association of REALTORS® and the Real Estate Standards Organization (RESO) Compliance Certification Process.

- RESO Data Dictionary will be adopted by January 1, 2016
- RESO Web API will be implemented by June 30, 2016
- To remain current NNRMLS must implement new releases of RESO Standards within one (1) year from ratification.

**11. Process for requests not falling inside the policies.** NNRMLS staff will employ the following steps when dealing with requests not falling within these policy statements:

- Find the Listing Content use or category above that most closely approximates the use being requested. Identify the key differences between the use above and the requested use.
- Determine if factors support the use being requested, if for example (a) listing Participant consent is required; (b) end-users of the Listing Content for the use will be MLS subscribers and Participants only; (c) the use is designed to provide Listing Content for purposes of subscriber/Participant productivity and not for some other commercial purpose; and (d) if aggregated Listing Content is being made available for third party use, individual listings are not individually identifiable.
- Determine whether factors recommend against the use requested, if for example (a) end-users of the Listing Content for the use will be consumers; (b) some financial or commercial advantage will accrue to the Listing Content user (other than encouraging the sale of property listed in the service); (c) the Listing Content use requires the MLS Listing Content to be handled by third parties; and (d) the Listing Content use requires that a whole copy or nearly a whole copy of the MLS Database must be delivered into the hands of a third party.
- Weigh the information obtained in the previous three steps and determine whether to permit the Listing Content use.
- Based on requests that fall outside of this policy, forward possible policy updates to the NNRMLS Board of Trustees for consideration.

**12. Standard agreements.** NNRMLS will have a standard Third Party License, IDX, Subscriber, Participant and Confidentiality agreements that will be reviewed and modified as necessary upon recommendation of staff and legal counsel.

**13. Periodic reviews.** MLS Listing Content use and license policy is to be reviewed periodically and revised to take into consideration new developments.

**14. Definitions.** The following terms shall have the following meanings:

Subscriber means sales licensees, non-principal Brokers, and any other subscribers or employees of Participant who may have access to the MLS Database subject to the Rules and Regulations and any applicable agreements with MLS.

Participant means a principal real estate broker or broker in charge. Participant means principal broker (aka Designated REALTOR®) as defined in NNRMLS Bylaws Article 1, Section 4)

Brokerage means a real estate brokerage firm affiliated with a principal real estate broker or broker in charge.

Board of Trustees means the governing board of the NNRMLS.

Content means Listing Content as used in the National Association's Multiple Listing policies, including the model Rules and Regulations, 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 when submitted by Participant, excepting Exempted Listings.

Exempted Listing means a Listing which the respective Seller has refused permission to be disseminated by MLS, or a Listing which is not required to be submitted to the MLS, in accordance with the Rules and Regulations.

License Agreement means a license agreement entered into between MLS and Participant, MLS and a Sales Licensee of Participant, or MLS and a third party at the request of Subscriber.

Listing means a real estate listing of a Participant in MLS multiple listing service.

Listing Agreement means an enforceable, written, and fully executed agreement between Participant and a Seller whereby, among other things, Participant agrees to provide real estate sales services to Seller, and Seller agrees to pay compensation for services provided.

MLS Database means the compilation of Listings, including information for sold properties, known as the MLS Database, as modified from time-to-time by MLS, and which, as of the date of this Agreement, is available to Subscriber at [nnrmls.fnismls.com](http://nnrmls.fnismls.com)

NNRMLS means the Northern Nevada Regional Multiple Listing Service.

Rules and Regulations means the NNRMLS Rules and Regulations established by NNRMLS, as amended by NNRMLS from time to time.

Subscriber (aka Sales Licensee or agent) means a real estate sales licensee, agent, or non-principal broker who is engaged by Participant as a sales licensee of Participant, either as an employee or independent contractor of Participant.

Vendor means any person or entity which has entered into a License Agreement for display of real estate listings for Participant or a Sales Licensee of Participant.

## Property Re-list Policy

### Purpose

To provide written requirements for listing entry of a property previously listed in NNRMLS data base; to enhance the accuracy of the statistical information generated through the system, and; to increase the accuracy of the data base for all members.

### Effective Date

This policy was approved by the NNRMLS Board of Trustees on 7/18/07.<sup>1</sup>

### Policy Statement

Properties that are re-listed by the same office or firm may be entered into the system as “new” provided the former listing (i.e. MLS #) has been in an off market status for at least 30 days. Listings reactivated by the same office or firm in less than 30 days must be placed “back on market” under the most recent MLS #.

### Section 1 – Entry of a listing as “NEW”

- A. A listing that has been in an off-market status (expired or withdrawn) may be re-entered as a “new” listing if it has been off of the market for at least 30 days.
- B. A listing may be re-entered as a “new” listing with no waiting period if the most recent status of the property is “sold”.
- C. A listing may be re-entered as a “new” listing with no waiting period if the property is being listed with a different company or firm.
- D. A listing may be re-entered as a “new” listing with no waiting period if the property is being listed with the same company but new owner.
- E. A listing may be re-entered as “new” with no waiting period if the property has a new owner or was foreclosed and subsequently re-listed with the same office or firm.
- F. A listing may be re-entered as “new” with no waiting period if the listing is expired or withdrawn under an agent at one branch office, and re-listed with a different agent at a different branch office of the same firm.

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<sup>1</sup> Level 4 Citation effective 10/1/2007, Policy revision approved 10/2009 to Level 2 Citation

## Section 2 – Placing a listing “Back on Market”

- A. A listing that has been in any off-market status (pending, expired, withdrawn or temporarily off the market) and is being activated by the same company or firm in less than 30 days of the off-market-date of the most recent MLS must be updated to the “Back on Market” (BOMK) status.

## Section 3 – Listing Transfers within an office or branch office of the same firm

- A. If a listing is being transferred from one agent to another within the same company/firm, a properly executed transfer form must be submitted to NNRMLS to complete the transfer under the existing MLS #.
- B. If an agent is transferring from one branch office to another within the same firm, a properly executed transfer form must be submitted to NNRMLS to complete the transfer under the existing MLS #.

## Section 4 – Violations

- A. Violation of this policy will result in a Level 2 Citation of \$250 per violation.
- B. Members have the right to dispute a Citation and Fine Assessment in accordance with the current Citation Policy.

# NNRMLS Staff Authorization to Change Listings

NNRMLS staff is not authorized to make changes to any listing without the written approval of the listing agent or broker, and then, only in specific circumstances. Members who need assistance in adding a listing or making changes to an existing listing are encouraged to contact NNRMLS tech support for assistance.

**1. Authorized Changes:** The following are the circumstances under which a staff member is authorized to make changes to a listing:

- A. **Correction of Original List Price (OLP).** NNRMLS staff will correct the “original list price” if the list price was input erroneously when it was initially added to the system. The change to the OLP will only be made within 5 days of the listing input date. A change form signed by the listing agent or broker requesting the change will be required prior to correction.
- B. **Correction of Listing Status.** NNRMLS staff will change the status of a listing due to an error in the entry of list price or expiration date. Additionally, if a listing is placed temporarily off the market and reactivated, the status will be changed back to “new” in accordance with this section. The status change back to “new” will only be made within 5 days of the listing input date. A change form signed by the listing agent or broker requesting the change will be required prior to correction.
- C. **Correction of Expiration Date.** NNRMLS staff will change the expiration date of a listing due to an error in the entry of the date when the error causes the listing to be inaccessible to the listing agent. A change form signed by the listing agent or broker requesting the change will be required prior to correction. A copy of the original listing input form may be requested for verification.
- D. **Staff Transfer of Listings.** MLS Staff will transfer listings from one agent to another in the same company or from one branch to another within the same firm. Listings that are moved from one company/firm to another must be withdrawn by the former office and re-listed at the new office. (Effective 5/1/07)
- E. **Staff Transfer of Transactions.** When an agent leaves a brokerage firm, they lose access to the transaction records created within transaction software under that brokerage. Because the broker has exclusive ownership of transaction data, MLS staff will not move transactions between firms. MLS staff will, with prior written authorization from the broker, transfer an agent’s transaction when that agent moves from one branch office to another within the same firm. (*Adopted 2/16*)
- F. **Staff Input of New Listings and Changes.** NNRMLS staff will gladly assist a member with instructions to add or update a listing, but are not authorized to make changes on behalf of a member.
- G. **Staff Upload of Photos or Virtual Tours.** NNRMLS staff will gladly assist a member with instructions to upload his/her photos or virtual tours but are not authorized to upload the photo/tour on behalf of a member.

## 2. Deletion of Listings:

- A. NNRMLS staff will not delete or erase a listing and its history from the MLS system under any circumstance other than the removal of an accidental duplication or re-list that occurred within 5 days of the original listing input. Requests for deletion must be submitted on a change form signed by either the listing agent and broker, or the listing broker.

# Listing Policies

## Section 1 – Listing of Subdivisions/Developments with Unrecorded Maps

- A. Listings may not be entered into the MLS until the final map (with Parcel Numbers) has been recorded on the development/subdivision. (policy 2005)
- B. Violations: Listings entered into the system that are not in compliance with this section will be subject to a Level 2 Citation if not removed within the required time frame.

## Section 2 – Listing Must Include Real Property

- A. With the exception of an actual Business Opportunity, All listings entered into the MLS must include real property with the exception of actual Business Opportunity (9/1/05) and Residential Condominium/Townhomes within Cooperative Complex. (10/20/10)
  - a. Disclosure of Cooperative Complex should be added to Private Remarks to explain that the unit does not include real property and ownership will transfer via stock certificate rather than deed.
- B. Listings that are “Water Rights Only” may not be added into the MLS due to the complexity of determining if they are or are not real property (County and State definitions vary).
- C. Listings that only include the structure may not be added into the MLS as there is no real property included. (example: structure/home must be removed from current land to another location). (9/1/05)
- D. Listings that are for “coverage” or “frontage” may not be entered into the MLS as they do not actually include real property.
- E. Violations: Listings entered into the system that are not in compliance with this section will be subject to a Level 1 Citation if not removed within the required time frame.

## Section 3 – Listing “Reservations” and “Referral Fees”

- A. Lot or Home reservation listings may not be entered into the MLS as there is no “compensation” to the buyer’s broker.
- B. Listings that include only a “referral fee” may not be entered into the MLS as there is no actual “compensation” to the buyer’s broker and no cooperation.
- C. Violations: listings entered into the system that are not in compliance with this section will be subject to a Level 1 Citation if not removed within the required time frame.

## Section 4 – Active but Not Available for Showings

- A. If a property is listed as active in the MLS but cannot be shown for any period over 2 business days, the private remarks of the listing must include the actual date when the property will be available to be shown.
- B. Violations: listings entered into the system that are not in compliance with this section will be subject to a Level 1 Citation if not removed within the required time frame. (11/1/05)

## Section 5 – Disclosure of Sliding Scale Compensation Calculation

- A. Listings flagged in the system with “Sliding Scale” compensation must also include full disclosure of the method of calculation of the scale in the private remarks. (policy 4/25/07)
- B. Violations: listings entered into the system that are not in compliance with this section will be subject to a Level 3 Citation if not corrected within the required time frame. (4/25/07)

## Section 6 – Limited Service Listing Disclaimers

All limited service listings are required to have Real Estate Division Form “Authorization to Negotiate Direct with Seller” (form #637) completed and attached to the corresponding listing as an Associated Document.

## Lockbox Policy

**Section 1.** NNRMLS requires the placement of an MLS approved lockbox on listed properties if any device giving access to real estate professionals and/or service providers is authorized by the seller and occupant and is placed on the property. If the Participant or Subscriber participates in the voluntary NNRMLS Lockbox system, NNRMLS requires that the lockbox placed on the property be the current MLS lockbox. (Amended 2/13)

- A. The purpose of this requirement is to ensure cooperating participants and subscribers have timely access to listed properties.
- B. Requiring that a lockbox or other access device be “MLS-approved” does not limit the devices that satisfy the requirement to lockboxes leased or sold by an association or MLS. However, NNRMLS requires that any device be submitted for approval in advance
- C. NNRMLS may revoke the approval and/or subject the participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement. (Amended 5/12)

## MLS Orientation Policy

**Purpose of MLS Orientation:** To provide a training session for new MLS members with a focus on the Rules, Regulations and related policies. Particular attention to be paid to the citation policy, hearing process, value of MLS, protecting access, allowable use of MLS content, etc. (Section 17, MLS Rules/Regulations)

### Section 1. Who Must Attend

- A. Any new member participant (including appraiser) or subscriber must attend the MLS Orientation session within thirty (30) days of application with either their local Association of REALTORS® or NNRMLS (MLS Only members).
- B. Any member who has been on “exempt” status but re-activates MLS services must attend the MLS Orientation session if : a) he/she has been on exempt status for more than two years; or, b) he/she has been on exempt status for less than two years but did not attend the MLS Orientation prior to becoming exempt.
- C. Any new broker staff or broker/agent personal assistant requesting access to Paragon must complete the MLS Orientation session within thirty (30) days of authorization to access to Paragon.
- D. There will be no exceptions to this requirement. The class is mandatory, regardless of the geographic location of the member’s place of business or his/her current participation in another MLS.

### Section 2. Who May Attend

- A. Brokers are invited to sponsor pre-licensees who are waiting to receive their license.
- B. Brokers, agents or their current respective staff members may attend to learn more about the policies and procedures of NNRMLS.

### Section 3. Penalty for Not Attending

- A. If attendance at an Orientation session is mandatory (see Section 1) and the member does not complete the course within the required thirty (30) days, MLS access and services will be suspended until the member completes the course.
- B. Once suspended, the member’s status with NNRMLS will change to non-member and his/her broker will be billed future monthly fees on his/her behalf in accordance with the current NNRMLS Billing Policy.
- C. If a broker staff member or broker/agent personal assistant does not complete the course within the required thirty (30) days, MLS access will be suspended until the course is completed.

**Section 4. Reactivation of Services.** If a member's services have been suspended, his/her services (including but not limited to those noted in Section 3.A above) and membership status will be restored upon completion of the orientation session and payment of the current service reactivation fee and any other outstanding financial obligations to NNRMLS.

**Section 5. Right to a Hearing.** Members who wish to protest against loss of services (Section 3) and/or to request a waiver of the reactivation fee (Section 4) may submit a request in accordance with the current Hearing Policy and procedures. An initial request for waiver must be received within thirty (30) days of service deactivation.

#### **Section 6. Cost for Orientation Session**

- A. There will be no additional cost to new members or broker/agent staff members who are required to attend the session.
- B. There will be no cost to optional attendees who make a reservation and attend the session.
- C. A fee will be assessed for a reservation that is not cancelled within 24 hours of the session. If the no-show registrant is not a member, his/her sponsor will be billed; if the no-show registrant is a member, his/her account will be billed.

#### **Section 7. Frequency and Location of Orientation Sessions**

- A. At least two MLS Orientation sessions will be held per month.
- B. At least one session per month held online, with the remaining sessions to be held at the NNRMLS Office in Reno.
- C. Attendance at a location is not related to the geographic location of the member's REALTOR® Association. Members may attend online or in person but must complete the course within 30 days of joining.

## **Property Class Listing Policy**

### **1. Property Classes Defined (Rules/Regulations Section 2.D)**

- A. Residential: Single Family Residence, Manufactured on Land, Condominium, Townhouse, or Stock Cooperative (Shared Ownership), without regard to owner occupancy or rental status. Attached or detached. A residential listing may include a Single Family Residence with an additional unit such as in-law, guest or staff quarters, separate and on the same parcel. All Residential listings entered into the MLS must include real property except dwellings within a Cooperative Complex (10/20/10)
- B. Multi-Family: Two or more legal residential units on a single parcel. This does not include single ownership of multiple condos in a project or single ownership of single family residences on separate parcels.
- C. Vacant Land: Land without any dwelling units. This may include parcels that have obsolete structures without value.
- D. Commercial: Includes any office, retail, industrial property. Commercially zoned vacant land must be entered in the Vacant Land category.
- E. Business Opportunity: A business which may include personal property and might, but does not necessarily include real property.
- F. Farm and Ranch: Any property, regardless of residence, that has a minimum of 20 acre feet of water rights can be defined as Farm and Ranch.
- G. Lease Only: Any rent or lease of any commercial or business property.
- H. Rental: Any rent or lease of any residential property.

### **2. Correct Property Class Selection**

- A. Listings offered for sale may be entered into only one property class in accordance with the property class definitions. At no time can there be two or more active listings offered for sale across property classes. However, a listing offered both for sale and for rent may be entered into one class for sale (i.e. Residential, Commercial, Multifamily, etc.) and included in the Rental property class. (policy 3/1/06 – Amended 2/2012)
- B. If a particular listing might fit into more than one class (based on property class definitions), the member may select the most appropriate class per the definitions. (policy)

- C. If it is later determined that the listing might be better represented in another appropriate class (based on property class definitions), the original listing may be withdrawn and a new one added to the other property class. (policy)

**3. Violations:** Having more than one active listing across property classes will result in a Level 2 Citation notification and fine if not corrected within the allowed time frame.

## **Listing Remarks Policies and Guidelines**

**Purpose:** This policy statement is a guideline to assist members in the completion of the remarks sections of the MLS System, including MLS and Extended Remarks, (Rules and Regulations Section 2.E.11&12) as well as the Private Remarks. NNRMLS staff is an additional resource for assistance in the use of the Remarks sections. Consult the current Citation Policy and Matrix for details on the correction process, fine assessment and appeal options.

### **Section 1. Remarks Sections Defined**

- A. **MLS Remarks and Extended Remarks:** The general comments that appear on listing reports, on Internet web sites.
- B. **Private Remarks:** Private remarks are intended for member/member communication, are considered confidential, and are not intended for release on public printouts. Any report that displays private remarks or has been customized to display private remarks should not be provided to a consumer.
- C. **Guideline:** Agent contact information is allowed in the private remarks. Other possible information that might be included: detailed showing instructions, recommendations prior to showing or submitting offers, detailed lockbox use instructions, bonus or compensation information, etc.

### **Section 2. Remarks Policies Defined – Level 1 Citations**

- A. **Showing Availability:** If a listing is active but cannot be shown for any time frame exceeding 2 business days, a notation must be made in the Private Remarks. (6/1/06)
- B. **Disclosure of Ownership Status:** If a member is a principal party in a listing or related to seller, a notation must be made in either the MLS or Private Remarks of the listing. (Section 5.C) (citation added 02/15/06)
- C. **Disclosure of Special Conditions:** The listing agent must disclose if the sales price is subject to Court approval by inclusion of the following (or similar) statement in Private Remarks: sales price subject to Court approval. If a Short Sale is subject to lender approval, a full disclosure is required in the Private Remarks how any reduction in the gross commission established in the listing agreement, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants. (policy 3/07, Citation assigned 4/07, policy revised 3/08 Section 6c Rules & Regs)
- D. **Disclosure of Relocation Company Listing:** The listing agent must disclose if the property is listed through a relocation company. (policy/citation: 4/07)

### **Section 3. Remarks Policies – Level 2 Citations**

- A. Citations and possible fines are issued for (but not limited to) the following: for contact information (including, but not limited to any specific names, phone numbers, email addresses or web sites). (Private remarks excepted for agent name/contact only) (Section 2.E.11and policy)

### **Section 4. Remarks Policies – Level 3 Citations**

- A. **Unprofessional/Inappropriate Remarks:** comments that do not adequately protect the public or Participants; or comments promoting, requiring, forbidding, encouraging and/or discouraging the use of any individual or company are considered unprofessional and/or inappropriate (applies to all sections). Identification of lien holder, required pre-qualification, auction website, or open escrow is permitted in Private Remarks only. Any

language that may be considered advertising or steering will be found in violation of this policy. (Amended 2/2014)

- B. Government Violations: Remarks with Fair Housing Violations and wording that may be in violation of State or Federal Law. (Section 2.E.11&12)

### **Section 5. Additional Guidelines and Rules**

- A. Protection: Listings that fail to adequately protect the interests of the public and the Participants may be refused. (MLS Rules/Regulations, Section 2.E.12) (applies to all sections)
- B. Describe the property: MLS and Extended remarks may only contain information about the listed property. (Section 2.E.11)
- C. General Statements: As a general rule, seller's instructions may be included in the MLS, Extended or Private Remarks as long as they are in compliance with the above requirements. See examples below as a general guideline:
  - I. Acceptable: General Statements such as: Contact listing agent for seller's preferred provider (such as title company, lender, etc.); As noted above some specific identifying language may be added to Private Remarks for example: preliminary title work completed at ABC Title Company, call listing agent for details etc.; prequalification required through ZXY Bank prior to submission of offers, contact listing agent.
  - II. Unacceptable: Escrow only through ABC Company; Seller refuses to use XYZ Company; Don't use XYZ Company; DEF Lender has the best rates; (amended 2/2014)  
*The above noted examples are not all inclusive. MLS staff can be contacted in advance for guidance.*
- D. Confidential Information: Information regarding compensation, bonus, financing or other confidential information may only be reported in the Private Remarks.

### **Section 6. Violations of Rule or Policy: Subject to Current Citation Policy**

- A. Fines for uncorrected violations are published on the Current Citation Policy Matrix and are subject to change.

## **Policy on Proper Reporting of Closed Transactions**

**Purpose.** The purpose of this policy is to identify the many different scenarios that can develop when reporting closed transactions and to clarify the requirements for reporting each type.

### **Section 1. Definitions**

- A. Routine: Both the listing and selling agent are members of the MLS.
- B. Previously Withheld: Listings that are sold but were not entered into the MLS at the request of the seller and by submittal of a Waiver of Benefits form as validation.
- C. Unrepresented Party: Either the buyer or the seller were not represented by a member or a non-member licensee.
- D. Non-Member: One side of the transaction involved a licensee who is not a member of the MLS.

### **Section 2. Routine Reporting of Closed Transactions**

- A. MLS Rules and Regulations require that closed transactions be reported within 2 business days of the closing (Section 3.D.1).
- B. The listing agent/office must accurately report the correct first and second (if applicable) selling agent/office.
- C. If one party was unrepresented or represented by a non-member licensee, please see Sections 4 and 5 below.
- D. Violations: Late reporting of a sold or inaccurate reporting of the selling agent/office will result in a Level 2 Citation if not corrected within the required time frame.

### **Section 3. Listings Previously Withheld from Publication**

- A. MLS Rules and Regulations allow for withholding a listing from publication in the MLS at the discretion of the seller and with the filing of a Waiver of Benefits form. (Section 2.F.1).
- B. Listings withheld under these circumstances are required to be reported in the MLS if a sale occurs, and shall be reported as follows:
  - i. By entry into the system within 2 business days of the closing of the transaction. (Section 2.F.2)
  - ii. The listing information must be complete in every way, including a photograph.
  - iii. If no compensation was offered to the buyer's broker, a zero may be entered into the CBB field.
- C. Violations: Not reporting a closed transaction on a previously withheld listing will be subject to a Level 2 Citation if the listing is not entered within the required time frame. Any other listing violations (such as incomplete information or no photo, etc.) will be subject to the appropriate Citation if not corrected within the required time frame.

### **Section 4. One Unrepresented Party: Entry for Comparable Purposes**

- A. MLS Rules/Regulations require that all sales of previously withheld listings be reported in the MLS within 2 business days of closing. (Section 2.F.2)
- B. If a listing was not on waiver/withheld status, but the selling agent is a member of NNRMLS, the listing may be added for comparable purposes under the following circumstances:
  - i. The listing input form must be signed by either the seller or the buyer. (note: this does not require a listing agreement, simply a signed listing input form)
  - ii. The listing must be complete in every way, including all required fields and a photograph.
- C. Sales entered for comparable purposes only must be entered within 30 days of the closing to avoid impacting previously reported statistics. (approved 11/28/05)
- D. As the listing is entered for comparable purposes only and the one unrepresented party was not a licensee, the term "Unrepresented" will be used to identify the unrepresented party.
  - i. If the Seller was the unrepresented party, the selling agent will input the listing as described in B. and then submit a status change to NNRMLS staff who will transfer the listing to "Unrepresented." (6/18/14)
  - ii. If the member represented the seller but the buyer was unrepresented the listing agent will indicate "Unrepresented" as the selling agent reporting the listing sold. (6/18/14)
- E. Violations: Listings entered for statistical purposes are subject to the rules, regulations and policies of NNRMLS and will be subject to Citations in accordance with the current policy.

### **Section 5. Reporting of Sales when One Party was a Non-Member Licensee**

- A. When a sale involves both a member and a non-member licensee, the member may only report him/herself for one side of the transaction. (affirmed 4/25/07)
- B. When reporting a closed transaction where the selling agent was a non-member licensee, the listing agent must report the sale under the non-MLS office (#9999) and the selling agent as a non-member licensee (#3000).
- C. When reporting a closed transaction where the listing agent was not a member of the MLS, the sale must be reported as follows (4/25/07):
  - i. member enters the listing under his/her office and agent number
  - ii. member reports him/herself as the selling agent
  - iii. once an MLS# has been assigned, a change form must be submitted to the MLS within 2 business days of reporting the sale, requesting that the listing office/agent be transferred to the non-MLS office/agent (#9999/#3000).
- D. Listing Violations: Sales reported as noted in this section are subject to the rules, regulations and policies of NNRMLS and Citations may be issued in accordance with the current policy.
- E. Violations of this Policy: If a member incorrectly reports him/herself as both the listing and selling agent as outlined in this section, a Level 2 Citation will be issued if not corrected in the required time frame. (affirmed 4/25/07)

### **Section 6. Reporting Closed Transactions with NO Member Representation**

- A. Closed transactions where neither the listing nor the selling portion of the transaction involved a member of the MLS may not be entered into the MLS. (affirmed 4/25/07)
- B. Violations: If a member incorrectly represents him/herself as the listing or selling agent in this situation, the listing must be withdrawn from the system and notification submitted to the MLS for deletion from the system. A Level 2 Citation will be issued if the listing is not removed and MLS deletion requested within the required time frame. (4/25/07)

## **Policy for Limited Subscribers Access:**

### **Administrative Staff, Personal Assistants and Appraiser Interns**

**Purpose:** NNRMLS seeks to accommodate broker and appraiser Participants and Subscribers who wish to employ Administrative Staff and/or Personal Assistants or Appraiser Interns by making them eligible to access and use MLS content in order to perform certain duties on behalf of the employing Participant or Subscriber.

**1. Limited Subscriber Defined.** Office/Broker Administrative Staff, a Personal Assistant to a Member, and Appraiser Intern/Staff may be eligible for access to and use of MLS content via a staff ID assigned by NNRMLS. Full members who are employed to assist other members are referred to as Affiliated Licensees or Licensed Assistants. Non-licensees or licensees who hold no membership with NNRMLS but are employed as broker administrative/clerical staff or personal assistants who are unlicensed and/or individuals seeking licensure or certification as real estate appraisers affiliated with a Participant may be eligible for access to and use of MLS content via a staff ID assigned by NNRMLS. Recurring subscription fees may be billed to the Participant at the discretion of the Board of Trustees. (as defined in MLS Rules and Regulations approved 11/06)

**2. Limited Subscriber Access Defined.** To facilitate the daily operations of a member firm or office, the NNRMLS Board of Trustees has authorized the issuing of administrative log-ins to the MLS System. Additionally, DESIGNATED REALTORS® (“DR” or Responsible Broker, including Appraisers) may authorize limited access for administrative staff and personal assistants that are employed by his/her agents. For purposes of this document, all of the logins noted will be referred to as “staff ID” users.

**3. Request Process.** A DR must submit the request in writing for issuance of a staff ID. Forms are available by contacting NNRMLS and are posted in MLS Docs in the MLS System. The form must be complete in every detail and be signed by the DR, the employing agent and the Limited Subscriber applicant.

#### **4. Staff ID Options Defined**

##### **A. Office/Broker Administrative Staff ID Levels Available**

- Level 3: Individual staff ID and login with access for searching and report generation only – no prospecting functions or listing input capabilities.
- Level 5: Individual staff ID and login with full broker level access to all office listings (branch office if more than one office in the firm), listing input/maintenance functionality and broker management reports.
- Level 6: Individual staff ID and login with full broker access as noted above, including access to the entire firm’s listing inventory and input functions. (for companies with branch offices)

Note: each staff ID user must use his/her individual staff ID/login to access the MLS system.

- C. **Personal Assistant to a Member Level.** Personal assistants will be assigned a unique staff ID through which he/she will have the ability to assume the identity of the employing member. He/she can then perform all functions allowed by the security level assigned to the member. The member's account will be changed to allow for identity to be assumed with no interruption to the employing member's access.

*Note: each staff ID user must use his/her individual staff ID/login to access the MLS system.*

**C. REALTOR® Appraiser Intern/Staff Level.** Appraiser Intern/Staff will be assigned a unique staff ID through which he/she will have the ability to assume the identity of the employing Appraiser and perform all functions allowed by the security level assigned to the Appraiser. The Appraiser's account will be changed to allow for identity to be assumed with no interruption to the employing appraiser's access. **Licensed Appraisers do not qualify for administrative access but instead must join their local REALTOR® Association prior to accessing the MLS system.**

*Note: each staff ID user must use his/her individual staff ID/login to access the MLS system.*

**5. Prohibitions.** Under no circumstances is a staff ID user authorized to perform the duties of a licensee within the MLS System. This would include, but not be limited to, the use of the prospecting/auto-email functions for personal use, unauthorized export of content, sharing login with unauthorized persons, emailing of brochures or custom formats under the staff ID, entering listings with the staff member showing as the listing agent, etc.

**6. Responsible Party.** It is the responsibility of the DR (and employing agent, if applicable) to monitor the use of all staff ID users and guarantee that access to the MLS system is used properly and in accordance with all MLS Rules/Regulations, Bylaws, Policies, Participant/Subscriber Agreements and Content Use policies, etc.

**7. Changes in Employees.** If the staff person/assistant who is using a specific staff ID changes, it is the responsibility of the DR (and employing agent, if applicable) to notify NNRMLS of the changes by submitting a revised agreement. There will be no additional fee to change the name and password on an existing staff ID.

**8. Orientation Requirement.** All new limited subscribers must attend the NNRMLS orientation session, "MLS 101", within 30 days of receiving access to Paragon. Failure to attend will result in immediate suspension of the staff/assistant/intern's access until the class is completed. (Approved 11/06)

**9. Employee Terminations.** If the staff ID user is terminated from the DR (or agent's) employ, it is the responsibility of the DR or agent to notify NNRMLS.

## 10. Fees

- A. For New IDs: An initial processing and setup fee of \$25 and an activation fee of \$50 will be billed to the DR's account for each new Office/Broker Administrative staff or Appraiser Intern/staff ID issued, and directly to the employing broker or agent's account for his/her personal assistant.
- B. Monthly Fees: Each individual non-member assistant (whether licensed or unlicensed will be assessed a monthly fee to be billed to the employing DR or agent. There is no monthly fee assessed to an NNRMLS member employing another NNRMLS Member as a personal assistant.
- C. Annual Renewal: Each individual staff ID must be re-certified on an annual basis. An annual renewal fee is billed to the employing member for a full NNRMLS Member working as a personal assistant to another NNRMLS member. There is no annual renewal fee for a non-member Administrative Staff or Personal assistant for whom the monthly fee is being paid.
- D. Changes in Fees: All fees are set at the discretion of the Board of Trustees and are subject to change with 30 day notice.

Refunds or Credits: There will be no refunds or credits of the Annual Fee given should a full member Licensed Assistant working as a personal assistant terminate prior to the next recertification and annual renewal.

## 11. Violations

- A. Misuse of ID: Should the staff ID be used for unauthorized purposes, the login will be immediately inactivated, with no prior notice required, and a Level 4 fine assessed.
- B. Un-Authorized MLS Access: Un-Authorized access allowed by the DR, employing agent and/or the staff/assistant will result in a Level 4 fine being assessed.
- C. Responsible Party: The DR will be the responsible party for the payment of any fines.

**12. Employing DR or Agent Status and Office Affiliation.** If for any reason the status of the DRs office/firm, the DR (including appraisers) or the employing agent (with personal assistants) changes from active to “inactive” or “non-member” status, all corresponding staff/assistant/intern ID’s will also be inactivated. Upon reactivation of the DR or agent, the staff ID will be reactivated.

## Training Only Login Policy and Agreement

**1. Multi-Login Defined.** Training Only Logins are available for in-house broker training sessions. The temporary training login may be used only for Paragon training for individuals who are not members of NNRMLS. This would include staff members, unlicensed assistants and those with real estate licenses pending.

### 2. Specifications for Use of Training Only Login

- A. Login will be activated for a maximum four hour time frame, with usage beginning and ending during regular business hours of NNRMLS. (no weekend, holiday or evening access will be allowed)
- B. Login will allow for all participants in the session to use the same login/password.
- C. Login access level will be set at agent level, but without listing input or maintenance capabilities.
- D. Login access must be requested by the broker or an authorized representative (see below) via email or fax at least 24 hours in advance of a training session. Specific training session times must be included.

**3. Violations.** Should the requirements for use of the Training Only Login not be met, or if the login is used for unauthorized purposes, the login will be inactivated immediately. Unauthorized use will result in a level 4 fine assessment and hearing before the NNRMLS Board of Trustees.

### 4. Broker Acknowledgements for Training Only Login Use

I hereby acknowledge the following requirements for use of a training login (please initial each line):

- A. broker \_\_\_\_\_ All training sessions will be monitored by me or my designated trainer(s) listed below.
- B. broker \_\_\_\_\_ I will protect access to Paragon by limiting the use of the authorized login for training purposes only.
- C. broker \_\_\_\_\_ Any information added during the login session (prospects, saved searches, etc.) will be deleted at the end of the session and will not include any actual customer/client information.
- D. broker \_\_\_\_\_ I accept full responsibility for the use of the training login and the actions of all attendees at the training sessions as they relate to observance of MLS Rules, Regulations and Policies.

- E. broker \_\_\_\_\_ I acknowledge that mis-use of the training only login will result in immediate revocation of this agreement, assessment of a Level 4 fine and mandatory appearance at a hearing before the NNRMLS Board of Trustees.

### 5. Required Signatures

By signing below, I acknowledge that I have read the policy and agree to comply with each of the above noted requirements for use of an NNRMLS authorized training login.

Broker Name \_\_\_\_\_ Office \_\_\_\_\_

Broker Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Designated Trainer(s): \_\_\_\_\_  
please type or print please type or print

NNRMLS Contact Information: Phone: 775.823.8838 Fax: 775.823.8809

## Use of Contact Information from the MLS

- 1. Contact Information Defined.** Contact information is defined as member name, office affiliation, phone number(s), fax number(s) and email address(es).
- 2. For Internal Use Only.** Contact information in the MLS system is intended for use between members for communication purposes only.
- 3. Violations.** Members who provide contact information to any party for other than member/member communication will be subject to a Level 4 (automatic) citation of \$2,500 plus required attendance at a Hearing before the Board of Trustees (11/15/06)

## Policy on Use of Statistical Ranking Reports

- 1. Ranking Reports Defined.** Paragon includes two statistical programs that are available to brokers: Agent Ranking (by units and volume) and Office/Firm Ranking (by units and volume).
- 2. Member Use Only.** The Ranking Reports are intended for use by NNRMLS members only. Distribution of a Ranking Report to any 3<sup>rd</sup> Party for their individual marketing or promotional purposes is not allowed. (3/21/07)
- 3. Member Privacy.** Agent Ranking reports may be used by members or firms for public media marketing but the use of any other member's name is prohibited without their prior written permission. Example: #1: Member running report: #2 – Agent A; #3 – Agent B, etc. (2/14/07) Office/Firm Ranking Report may be used by members or firms for public media marketing including names of other Office/Firms. When using Agent Ranking or Office/Firm Ranking Reports for public media marketing, search parameters must be disclosed in the body of the ad in such a way that the search may be replicated with exact results; including but not limited to type of property, timeframe, area, price range, status, etc. (1-09)

**4. Violations.** Members who use or provide ranking information under the circumstances noted in #2 and #3 above, will be subject to a Level 4 Citation of \$1,000.

# Virtual Tour Policy

## Section 1 - Virtual Tour Defined

- A. For NNRMLS purposes, a virtual tour is a pictorial tour of a property, which includes, but is not limited to still photos, video, audio or some combination thereof.
- B. NNRMLS does not sell or create virtual tours, but allows for posting of such tours in Paragon. The virtual tour link appears on selected MLS reports and is also included in data exports for public and IDX web sites.
- C. While style, layout and format may vary, there are two types of virtual tours: branded and unbranded. For NNRMLS purposes, each is defined as follows:
  - I. A “branded” virtual tour includes information other than the tour of the home, including but not limited to listing agent contact information, email links, agent photo, company logo, audio scripting that includes agent and/or office contact information, watermarked or overlaid contact info on photos, etc. A branded tour might also include links to other web sites and/or links to other services including but not limited to mortgage calculators, community information, etc.
  - II. An “unbranded” virtual tour includes information (including audio) on the property only. An unbranded tour might also include the logo of the virtual tour company that created the tour, but contains no contact information or marketing media of the listing agent/broker, the listing agent may not appear in the video or virtual tour, and no link to the listing agent/broker website may be included. (updated 2/20/2014)

## Section 2 - Virtual Tour Policy

- A. All virtual tours posted in Paragon must be the “unbranded” version. (7/1/05)
- B. Only the link to an unbranded virtual tour may be loaded into the virtual tour field. Posting of any other URL will be considered a violation of the policy.
- C. No links of any kind may be on an NNRMLS defined “unbranded” tour. (policy 10/10/05)

## Section 3 - Violations

- A. The service fee for posting a branded tour or a URL for anything other than the unbranded virtual tour for that particular listing will result in a Level 3 fine if not corrected in the required time frame.

# MLS-Only Membership Policy

## 1. MLS-Only Membership Defined:

A. A REALTOR® Participant who is a member of a Nevada or California REALTOR® organization other than a shareholder association. REALTOR® Customer must supply evidence satisfactory to NNRMLS that they have no record of official, unsatisfied sanctions involving unprofessional conduct as a current or previous member of any REALTOR® Board/Association. REALTOR® Customer Participants and those affiliated with REALTOR® Customer Participants shall not be eligible to vote or hold an office in the corporation: or

B. A Non-REALTOR® Participant who is a member of an MLS (available to California licensees only) and meets above noted criteria. Non-REALTOR® Customer Participants must supply evidence satisfactory to NNRMLS that they have no record of official, unsatisfied sanctions involving unprofessional conduct as a current or previous member of any REALTOR® Board/Association or MLS. Non-REALTOR® Customer Participants and those affiliated with Non-REALTOR® Customer Participants shall not be eligible to vote or hold an office in the corporation. Non-REALTOR® Customer Participants shall agree in writing to abide by the Standards of Conduct for all Participants and Subscribers as detailed in the MLS Rules and Regulations.

**2. Application for MLS-Only Membership:** To apply for MLS-Only Membership with NNRMLS, the individual must be an active REALTOR® member with a Board/Association of REALTORS® in Nevada or California or an MLS Participant in California. A letter of good standing from such Association/MLS must be attached to a completed application and returned to NNRMLS. The Broker of record for the applicants’ office must be a member of NNRMLS.

**3. Fees:** New Office Application fee is \$300. MLS-Only Participant and Subscriber activation fee is \$250. The current MLS monthly fees will apply. MLS-Only Member transfer fee is \$20 plus any outstanding balance. If NNRMLS membership is terminated for more than 30 days Participant or Subscriber must reapply for membership and pay all associated fees. Annual renewal for MLS Only Membership is \$35.

**4. Limitations:** An MLS-Only Member has the same access, privileges and restrictions of a member through one of NNRMLS's shareholder Associations with the exception of the eligibility to vote or hold office in the corporation. Reference to a Non-Member (including but not limited to registered, temporary non-member licensee, or a general licensee who has no membership in NNRMLS), in any contact field including but not limited to phone number, email address and/or any remarks field is prohibited.

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