

Northern Nevada Regional MLS, Inc. (NNRMLS)
Policy Manual
(Revised June 2021)

Citation Policy

To ensure the integrity of the MLS, this Citation Policy has been established in accordance with NNRMLS Rules and 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 maintain the accuracy and protect the integrity of the MLS.

Please note: All Sections referenced below refer to NNRMLS Rules and Regulations unless stated otherwise.

Section 1 – Reporting a Violation

1. How Violations Originate:

- Reported to MLS Staff
- Regular checks of the database
- Result of listing audit. MLS Rules and Regulations allow NNRMLS staff to request copies of listing forms and change orders. (2.F.1, 2.I, and 2.J.7)

2. Reporting Violations:

- Use the "Correction" option in Paragon to send an email to NNRMLS staff
- Email NNRMLS staff at compliance@nnrmls.com

3. Required Information When Reporting:

- Name and office of the alleged Participant or Subscriber
- Nature of the Violation (be as specific as possible, i.e., when it occurred, the MLS #, etc.)
- For a Clear Cooperation Violation
 - Send acceptable documentation to compliance@nnrmls.com
 - Photo of For Sale sign
 - Copy of a screenshot showing the link to the site with the property on it
 - Copy of flyer with the listing information
 - Email blast solicitation
 - Screenshot of listing appearing on a private network

Section 2 – Summary of Citation 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. 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 for a Subscriber Member, an email will be sent to the Subscriber's Broker. 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 their Broker. Refer to the NNRMLS Compliance Page at <https://members.nnrmls.com/compliance-information/> for a complete overview of Citations and Fine amounts.

2.1 Level 1-3 Citations: If uncorrected within two (2) business days of original notification, a Level 1-3 fine will be assessed. If uncorrected for an additional five (5) calendar days, the fine will double, and the Member's access will be immediately suspended until the correction(s) is/are made, the fine(s) paid, and the reinstatement fee paid.

2.2 Level 4 Citations: Level 4 Citations will be sent in the same manner as noted above. However, the two (2) business day correction period does not apply to Level 4 Citations – they are all automatic. The amount of Level 4 fines vary. Refer to the NNRMLS Compliance Page at <https://members.nnrmls.com/compliance-information/> for citations and fine amounts.

2.3 Clear Cooperation Citations: Clear Cooperation citations will be sent in the same manner as noted above. However, the two (2) business day correction does not apply to Clear Cooperation Citations. The first offense of a Clear Cooperation violation is correctable within one (1) business day to avoid a fine. Any additional violations will result in an automatic fine. Refer to the NNRMLS Compliance Page at <https://members.nnrmls.com/compliance-information/> for citations and fine amounts. (2.C)

2.4 Coming Soon Showing Violation: Coming Soon Showing Citations will be sent in the same manner as noted above. However, the two (2) business day correction period does not apply to Coming Soon Showing Violation – this is an automatic fine. *Notice of Citation and Fine Assessment* will be sent to the Member and their Broker. The notification will include the amount of the fine. Both Listing and Buyers Agent may be assessed a Coming Soon Showing Violation. (2.G.14)

Note: The NNRMLS Board of Trustees directed a 12-month pause of the Coming Soon status effective 5/3/2021 - 5/2/2022.

Section 3 – Level 1 Citations

3.1 Wrong Area: Listings must be entered into the correct area in accordance with NNRMLS Area Maps and established boundaries. (2.F.2)

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. (2.F.2, 2.F.3, 2.J)

3.3 Incorrect Property Class: Each listing must be entered into the correct Property Class and Sub-Class. (*NNRMLS Policy Manual, "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. (3.E.1, and *NNRMLS Policy Manual, "Listing Policy"*)

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 Public Remarks or Private Remarks of the listing. (5.C)

3.6 Not Removing a Lockbox from an Off-Market Listing: Sold and withdrawn listings must have the lockbox removed within two (2) business days of notification. (4.A.5)

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. (2.B)

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. (2.A.1)

3.9 MLS Lockbox System Box Required: If the seller approves the placement of any type of lockbox on the property, the current NNRMLS approved lockbox must be placed on the property. (4.A.11)

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

Section 4 – Level 2 Citations

4.1 No Photo/Sketch Loaded: A Primary Photo or 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 to the listing. The image is available in MLS Docs. (2.F.13.a)

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 or phone number of the listing agent or office can be read in the photo, the sign is too predominant in the photo. (2.F.13.b)

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. (2.F.13.d)

4.4 Property Class Duplication: An active listing may not be entered for sale into more than one property class at a time. 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. (2.E, 2.F.15)

4.5 Incorrect Status/Non-Reported Transactions: All changes of status must be reported to the MLS within two (2) business days of the change. For NNRMLS listing statuses, status definitions, and requirements, see NNRMLS Listing Status Information Page on the Members Website or contact NNRMLS staff. (2.K, 3.D.1, 3.D.2)

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 either the listing nor selling side of the transaction may not be entered into the MLS. (NNRMLS Policy Manual, "Policy on Proper Reporting of Closed Transactions")

4.7 Contact Information: MLS Public and Extended Public 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, websites, email addresses, may be entered in the Public Remarks or Extended Public Remarks sections. (2.F.10)

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 is not permitted. Identification of lien holder, required prequalification, 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. (2.F.10)

4.9 Mention of Non-Member in Contact Information: Reference to a Non-Member (including but not limited to a 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. (2.F.6)

4.10 Duplicate Areas: Listings may only be entered into the correct area in accordance with NNRMLS Area Maps and associated boundaries. (2.F.2)

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. (2.B)

4.12 Limited Service Listing Disclaimers: All Limited Service Listings are required to have the Real Estate Division's "Authorization to Negotiate Direct with Seller" form (form #637) completed and attached to the corresponding listing as an Associated Document. (2.F.1)

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.* (2.A)

4.14. Property Re-list: Listings reactivated by the same office or firm in less than thirty (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 re-entered as new within the thirty (30) day period. (2.K)

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

Section 5 – Level 3 Citations

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. (2.F.10 and *NNRMLS Policy Manual* "Listing Remarks Policies and Guidelines")

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. (2.F.10)

5.3 Branded Virtual Tours: Only the link to an unbranded virtual tour may be loaded into an "Unbranded Virtual Tour" field. Posting of any other URL will be considered a violation of the policy. (2.F.13)

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. (6.D)

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

Section 6 – Level 4 Citations

6.1 Late Entry of Listing into MLS: All listings must be entered into the MLS within two (2) business days of the commencement date of listing period specified on the listing agreement, or within two (2) business days after all necessary signatures of seller(s) have been obtained, whichever is later. (2.F.4)

6.2 MLS Exemption Violation: Members who have "exempt" status with the MLS will receive a fine of \$500 for violating the exemption agreement. (*NNRMLS Policy Manual*, "MLS Fee Exemption Policy")

6.3 No Response to Listing Information Audit Request: The NNRMLS staff may request copies of all documentation concerning the property listing for audit purposes; this includes listing contract, listing input forms, and/or related change orders. There will be a fine for failure to submit the requested documents by the deadline. (2.F.1)

6.4 No Seller Signature(s) on Listing Input or Change Form: Seller signature(s) are required on all listing input forms and addendums relating to contractual changes. Failure to have the appropriate signatures on a listing input form, change form, or agreement will result in a fine. (2.K)

6.5 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 Coming Soon Authorization form and Acknowledgement and Authorization to Withhold Listings. (2.F.1)

6.6 No Listing Input Form on File: Listing information must be on a current approved form. There will be a fine for not having a signed listing input form submitted to NNRMLS upon request. (2.F.1)

6.7 Misuse of Lockbox System: Giving a lockbox key to an unauthorized user or the use of another Member's lockbox key is prohibited. A fine will be assessed for unauthorized use of a lockbox key. (4.A and *NNRMLS Lockbox Key Agreement*)

6.8 Sharing a Password to Access MLS or Allowing Unauthorized Use of or Access to MLS: Only active Members of NNRMLS may access the MLS System, each with their authorized log-in 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 log-in account. There will be a fine for sharing the system log-in and password, allowing an unauthorized user to access the MLS System, or for unauthorized use by a staff member/assistant. The DR (responsible broker) will be responsible for fines and/or hearings resulting from misuse by their staff member or an agent's assistant with an approved log-in account. (5.A.2)

6.9 Exporting MLS Content for Unauthorized Use or Allowing an Unauthorized Export of MLS Content: There will be a fine for exporting MLS information for unauthorized use or for allowing an unauthorized user to export/retrieve content from the MLS. (11.B.1, 11.B.2)

6.10 Service Reactivation Fee: If for any reason a Member's MLS services are suspended, there will be a service re-activation fee. Services will not be restored until the outstanding obligation and the re-activation fee is paid. (7.B.1)

6.11 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, fine, and re-activation fees are paid. (2.F.2)

6.12 Improper Use of Statistical Ranking Reports: Distribution of ranking reports to any 3rd 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. (9.C)

6.13 Distribution of Confidential Information: Distribution, in any form, of confidential information, including but not limited to the compensation, private remarks, occupied by, showing instructions, expiration date and/or listing type fields is prohibited. There will be fines assessed for each offense. (2.F.11)

6.14 Failure to Satisfy Arbitration Requirement: The failure to arbitrate in accordance with the arbitration section will result in suspension of NNRMLS Membership until such time as requirements are satisfied. Re-activation fee(s) shall apply. (18.D)

6.15 Failure to Enter Closing Information within Two (2) Business Days of Closing: The failure to enter closing information within two (2) days of the closing will result in a Level 4 Citation and automatic fine. (3.D.1 and 2.H.2.C)

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

Section 7 – Clear Cooperation Citations and Fines

7.1 Publicly Advertising a property not currently in the MLS: Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS Participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public-facing websites, brokerage website displays (including IDX and VOW), digital

communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. *This rule applies to required submissions (2.B)*

7.2 Publicly Advertising an Exempt Listing: Within one (1) business day of marketing an ***exempt property*** to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS Participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public-facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. *This rule applies to required submissions (2.B)*

7.3 Reporting a Violation of Clear Cooperation: Documentation of the Violation must be submitted to NNRMLS and will be reviewed by NNRMLS staff before action will be taken. Acceptable documentation includes:

- Photo of yard sign
- Screenshot of public website showing Listing and URL
- Copy of flyer with the listing information
- Email blast solicitation
- Screenshot of listing appearing on a private network

Section 8 – Coming Soon Showing Violation Citations and Fines

The NNRMLS Board of Trustees directed a 12-month pause of the Coming Soon status effective 5/3/2021 - 5/2/2022.

8.1 Coming Soon Showing Violation: Showings of a property listed with the status of Coming Soon are prohibited. (2.G.10-14)

8.2 Reporting a Coming Soon Showing Violation: Showing Violations can be submitted to NNRMLS using the Coming Showing Violation Reporting Page on the NNRMLS Members Website and must include all required information and documentation specified. NNRMLS staff will review violation reports and issue citations if sufficient evidence of a violation is available. Violation Reports are to be submitted anonymously. NNRMLS staff are not able to provide information concerning report submissions or related findings to members who report potential or substantiated violations.

Section 9 – 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 will be equally split between the listing agents. Either or both agents have a right to the hearing process.

Section 10 – 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 11– 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 the "Summary of Citation Process and Fine Amounts" found in Section 2 of this Policy.

Section 12 – Calculation of Time Periods

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

12.2 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 Section 2 and Summary of Citation and Fine Amounts.

Section 13 – 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 14 – Multiple Violations

14.1 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)*

14.2 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. *(Note, this does not preclude another notice of citation in the future for the same MLS number for different or similar violations)*

14.3 Repeat Offenders: If a Member is found in Violation of the same offense a second time, the citation will not include the two (2) business days warning. Rather the *Notice of Citation and Fine Assessment* will be sent with an automatic fine at the highest amount for that citation level.

Note 1: 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 pay an automatic fine.

Note 2: Refer to the *NNRMLS Compliance* page for a complete overview of the Citations and fine amounts.

Section 15 – 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 their right to a Hearing by the NNRMLS Hearing Panel.

15.1 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.

15.2 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 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. 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.

15.3 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).

15.4 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.

15.5 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.

15.6 Hearing Dates: Hearings will be scheduled monthly; additional dates may be scheduled as needed.

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

15.8 Decision of Hearing Panel: The responsible Subscriber and/or Participant will be notified of the results of the Hearing within ten (10) calendar days of the final decision of the Hearing Panel. The 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.

15.9 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. 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.

Billing and Refund Policy

For current Billing and Refund Policy information, including details on our payment process, late payments, refunds, returned checks, account suspensions, terminations, and collections, please refer to the NNRMLS Billing Policy page on the NNRMLS Members Website.

The NNRMLS Billing Policy is posted on the NNRMLS Members Website at <https://members.nnrmls.com/billing/>

MLS Fee Exemption Policy

1. Exemption Defined: In accordance with Section 7.D of the NNRMLS Rules and Regulations, exemptions from monthly fees may be granted. 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: An 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 their 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 their 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, 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 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 their firm. The exemption will not be effective until NNRMLS receives documentation from the agent or their 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 thirty (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 upon approval of each individual exemption for their licensees. Additionally, an annual renewal fee will be billed to the Designated REALTOR® for each licensee that the Designated REALTOR® 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 canceled, 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 log-in 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 retroactive 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. (*Citation Policy* Section 6.2 and *MLS Exemption Policy*)

MLS Content Use and License Policy

Adopted November 15, 2006

1. Listing Content Access and Licensing Limited to uses Permitted by MLS Policy: The 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.
- 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 their discretion, may authorize Subscribers from their 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 their 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 the security features of NNRMLS's designated authentication service provider.
- 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 authenticate using NNRMLS's designated authentication service provider.

- If the Participant wishes to receive a direct in-house feed of Listing Content, they 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 their 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 the 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 shall be 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 vendor-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.

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.

Property Re-list Policy

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 thirty (30) days. Listings reactivated by the same office or firm in less than thirty (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 thirty (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.

Section 2 – Placing a listing "Back on Market"

- A. A listing that has been in any off-market status and is being activated by the same company or firm in less than thirty (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.
- 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, with proper documentation, an NNRMLS 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 five (5) days of the listing input date. A Listing Information Correction 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 five (5) days of the listing input date. A Listing Information Correction 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 Listing Information Correction 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:**
 - a. MLS Staff will transfer listings from one agent to another in the same company or from one branch to another within the same firm.
 - b. Listings that are moved from one company/firm to another must be withdrawn by the former office and re-listed at the new office.
- 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. The agent can archive the transaction if they do so prior to moving to a new office.
- 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 their 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 five (5) days of the original listing input. Requests for deletion must be submitted on a Listing Information 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.
- 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 and a unit within a Cooperative Complex.
 - 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).
- 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 – Clear Cooperation

- A. Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS Participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public-facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. *This rule applies to required submissions Section B.1-4.*
- B. **Violations:** listings not entered into the system within the required time frame compliance with this section will be subject to a tiered Clear Cooperation citation. The first offense of a Clear Cooperation is correctable within one (1) business day to avoid a fine; any additional violation will result in an automatic fine.

Section 4 – 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 5 – 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 two (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.

Section 6 – Disclosure of Sliding Scale Compensation Calculation or Variable Rate Commissions

- A. Listings marked "yes" for "Sliding Scale" compensation must also include full disclosure of the method of calculation of the scale in the Private Remarks.
- 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.
- C. The Existence of Variable Rate Commission must be disclosed in the MLS.

Section 7 – 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

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.

- 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.

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. (17.A)

Section 1 – Who Must Complete the Training

- A. Any new Member Participant (including appraiser) or Subscriber must complete 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 reactivates MLS services must complete the MLS Orientation session if : a) they have been on exempt status for more than two years; or, b) they have 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 the MLS System must complete the MLS Orientation within thirty (30) days of authorization to access to the MLS System.
- 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 their current participation in another MLS.

Section 2 – Who May Complete the Training

- 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 complete the training to learn more about the policies and procedures of NNRMLS.

Section 3 – Penalty for Not Completing the Training

- A. If 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 their broker will be billed future monthly fees on their 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 – Re-activation of Services

If a Member's services have been suspended, their 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 re-activation 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 above) and/or to request a waiver of the re-activation fee (Section 4 above) 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 complete the training.

Property Class Listing Policy

1. Property Categories Defined: Definitions for Property Categories and the corresponding Property Types for each Category are posted to the NNRMLS Members Website at <https://members.nnrmls.com/nnrmls-property-type-definitions/> (Section 2.E)

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.
- 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.
- 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.

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

Section 1 – Remarks Sections Defined

A. MLS Public Remarks and Extended Public Remarks:

1. The general comments that appear on listing reports, on Internet websites.
2. Agent contact information is not allowed in Public Remarks or Extended Public Remarks
3. Confidential Information (including but not limited to gate codes, alarm system codes, lockbox codes, or locations of hidden keys) are not allowed in Public Remarks or Extended Public Remarks.

B. Private Remarks:

1. Private remarks are intended for Member-to-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 shall not be provided to a consumer.
2. Agent contact information is allowed in the private remarks. Other possible information that might be included in Private Remarks: 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 two (2) business days, a notation must be made in the Private Remarks.

- 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)
- 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. (Section 6.C)
- D. **Disclosure of Relocation Company Listing:** The listing agent must disclose if the property is listed through a relocation company.

Section 3 – Remarks Policies – Level 2 Citations

- A. **Citations and possible fines are issued for (but not limited to) the following:** For contact information in the Public Remarks or Extended Public Remarks (including, but not limited to any specific names, phone numbers, email addresses or any websites). (Private Remarks excepted for agent name/contact only) (Section 2.F.10)

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 prequalification, 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.
- B. **Government Violations:** Remarks with Fair Housing Violations and wording that may be in Violation of State or Federal Law. (Section 2.F.10). Remarks with Potential Fair Housing Violations.

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. (Section 2.F.12) (applies to all sections)
- B. **Describe the Property:** Public Remarks and Extended Public Remarks may only contain information about the listed property. (Section 2.F.10)
- 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.

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

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 Active in the MLS and thus not visible to all members of the MLS at the request of the seller and by submittal of an Acknowledgement and Authorization to Withhold Listing 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 (Both Listing and Selling Agent are Members)

- A. MLS Rules and Regulations require that closed transactions be reported within two (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. **Violations:** Late reporting of a sold listing will result in a Level 4 Citation.
- D. **Violations:** Inaccurate reporting of the selling agent/office will result in a Level 2 Citation.

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. An Acknowledgement and Authorization to Withhold Listings form must be completed and signed by Seller(s), Agent and Broker if seller directs their agent and their agent's broker that information about a listing not be published or disseminated by NNRMLS. It must be filed with NNRMLS within two (2) business days of the commencement date of listing period specified on the listing agreement, or within two (2) business days after all necessary signatures of seller(s) have been obtained, whichever is later.
- 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 two (2) business days of the closing of the transaction. (Section 2.H.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 Commission to Buyer's Broker field.

- C. **Violations:** Not reporting a closed transaction on a previously withheld listing will be subject to a Level 4 Citation (see Citation Policy, 6.15) 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

When a sale involves both a Member and an unrepresented party, the Member may only report him/herself for one side of the transaction.

1. Listing Agent Member (Buyer Unrepresented):

- A. The MLS Rules and Regulations require that all sales of previously withheld listings be reported in the MLS within two (2) business days of the closing. (Section 2.H.2)
- B. The listing agent will indicate "unrepresented" as the selling agent when reporting the listing sold.
- C. Violations: Late reporting of a sold will result in a Level 4 Citation with an automatic fine.
- D. Violations: Inaccurate reporting of the selling agent/office will result in a Level 2 Citation if not corrected within the required time frame.

2. Selling Agent Member (Seller Unrepresented) - For Comparable Purposes Only:

- A. 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.
- B. Sales entered for comparable purposes only must be entered within thirty (30) days of the closing to avoid impacting previously reported statistics.
- C. As the listing is entered for comparable purposes only and the seller was not a licensee, the term "Unrepresented" will be used to identify the unrepresented party.
- D. When reporting a closed transaction where the seller was unrepresented, the sale must be reported as follows:
- i. Member enters the listing under their office and agent number
 - ii. Member reports him/herself as the selling agent
 - iii. Once the MLS number has been assigned, a Listing Information Correction form must be submitted to the MLS within two (2) business days of reporting the sale, requesting that the listing office/agent be transferred to unrepresented.
- 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.
- F. **Violation of this Policy:** If a Member incorrectly reports him/herself as both the listing and selling agents as outlined in this section, a Level 2 Citation will be issued if not corrected within the required time frame.

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.
- 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:
 - i. Member enters the listing under their office and agent number
 - ii. Member reports him/herself as the selling agent
 - iii. Once an MLS# has been assigned, a Listing Information Correction Form must be submitted to the MLS within two (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.

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.
- 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.

Policy for Limited Subscribers Access:

Administrative Staff, Personal Assistants and Appraiser Interns

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 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.

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 their agents. For purposes of this document, all of the log-ins 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 Level:**

Individual Staff ID and log-in through which they will have the ability to assume the identity of the Broker/DR. They will then have full broker-level access to all office listings, listing input/maintenance functionality, and broker management reports.

Note: Each staff user must use their individual staff log-in to access the MLS System.

B. **Personal Assistant to a Member Level:**

Personal assistants will be assigned a unique staff ID through which they will have the ability to assume the identity of the employing Member. They 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 user must use their individual staff log-in to access the MLS System.

C. **REALTOR® Appraiser Intern/Staff Level:**

Appraiser Intern/Staff will be assigned a unique staff ID through which they 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 user must use their individual staff log-in 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 log-in with unauthorized persons, emailing of brochures or custom formats under the staff ID. Refer to **RED Informational Bulletin #010** for more detailed information.

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 complete the NNRMLS orientation training, "MLS 101", within thirty (30) days of receiving access to MLS System. Failure to complete the training will result in immediate suspension of the staff/assistant/intern's access until the class is completed.

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 and an activation fee will be billed to the Designated REALTOR®'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 their 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 Designated REALTOR® 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 thirty (30) days' 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 log-in 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 Designated REALTOR® or Agent Status and Office Affiliation: If for any reason the status of the Designated REALTOR's® office/firm, the Designated REALTOR® (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 re-activation of the Designated REALTOR® or agent, the staff ID will be reactivated.

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 plus required attendance at a Hearing.

Policy on Use of Statistical Ranking Reports

- 1. Ranking Reports Defined:** The MLS System 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 3rd Party for their individual marketing or promotional purposes is not allowed.
- 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. 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.
- 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.

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 the MLS System. The virtual tour link appears on selected MLS reports and is also included in data exports for public and IDX websites.
- 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 websites and/or links to other services, including but not limited to mortgage calculators, community information, etc.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.

Section 2 – Virtual Tour Policy

- A. All virtual tours posted in the MLS System to an "Unbranded Virtual Tour" field must be the "unbranded" version.
- B. Only the link to an unbranded virtual tour may be loaded into an "Unbranded 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.

Section 3 – Violations

- A. The service fee for posting a branded tour or a URL for anything other than the unbranded virtual tour to an "Unbranded Virtual Tour" field 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 are licensed or authorized to sell real estate and have no record of official, unsatisfied sanctions involving unprofessional conduct as a current or previous Member of any REALTOR® Board/Association.

B. A Non-REALTOR® Participant who is a Member of an MLS (available to California licensees only) and meets the 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: The MLS may charge Participants and Subscribers not holding primary or secondary membership in a REALTOR® association that owns the MLS a different amount than charged to members of the association, provided that such charge is reasonably related to the actual costs of serving those members. If NNRMLS membership is terminated for more than thirty (30) days, Participant or Subscriber must reapply for membership and pay all associated fees. There is an annual renewal fee for MLS Only Membership.

For a complete list of fees associated with MLS Only membership, see the Membership Requirements Page on the NNRMLS Member website.

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. MLS Only Members do not have access to the Shareholder Association-owned forms library as the forms in this library have not been licensed for use by MLS Only Members. MLS Only Member's access to forms will be limited to the NNRMLS forms library only.

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 Article 1, Section 4, *NNRMLS Bylaws*.

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. See *Rules and Regulations Section 2B Clear Cooperation* – if an exempted listing is marketed to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS Participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public-facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

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 record, provided and maintained by a Participant, containing information about a listing Agreement, which must include:

1. Certain facts about the Real Property (singular or plural), Listing Broker(s), and Listing Agent(s) subject to the Listing Agreement, as specified by NNRMLS Rules and Regulations, Policies, forms, and agreements;
 2. Images of the real property subject to the Listing Agreement;
 3. A Listing Status;
- and *may* include
- An Offer of Compensation to Buyers Broker (CBB),
 - Showing Information,
 - Descriptive remarks written by or on behalf of the Listing Agent, about the Listed Property and Terms of the Agreement,
 - References to media content external to MLS Systems (virtual tour, 3D).

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.paragonrels.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.

Service Area means the geographic area served by NNRMLS, including but not limited to the service area NNRMLS Shareholder Associations. Specific types of listings located within this area are required to be submitted to the MLS, see Rules & Regulations Section 2.B.

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.

POLICY MANUAL INDEX

CITATION POLICY	1
SECTION 1 – REPORTING A VIOLATION	1
1. HOW VIOLATIONS ORIGINATE:	1
2. REPORTING VIOLATIONS:	1
3. REQUIRED INFORMATION WHEN REPORTING:	1
SECTION 2 – SUMMARY OF CITATION PROCESS	1
2.1 LEVEL 1-3 CITATIONS:.....	2
2.2 LEVEL 4 CITATIONS:	2
2.3 CLEAR COOPERATION CITATIONS:	2
2.4 COMING SOON SHOWING VIOLATION:	2
SECTION 3 – LEVEL 1 CITATIONS	2
3.1 WRONG AREA	2
3.2. INCOMPLETE INFO	2
3.3 INCORRECT PROPERTY CLASS	2
3.4 NO SHOWING AVAILABILITY NOTED ON ACTIVE LISTING	2
3.5 NOT DISCLOSING OWNERSHIP STATUS ON A LISTING.....	2
3.6 NOT REMOVING A LOCKBOX FROM AN OFF-MARKET LISTING	2
3.7 NO REAL PROPERTY INCLUDED	3
3.8 REFERRAL FEES OR RESERVATIONS.....	3
3.9 MLS LOCKBOX SYSTEM BOX REQUIRED.....	3
SECTION 4 – LEVEL 2 CITATIONS	3
4.1 NO PHOTO/SKETCH LOADED	3
4.2 PHOTO/SKETCH WITH WATERMARK, OVERLAY, OR DOMINANT SIGNAGE.....	3
4.3 USE OF ANOTHER MEMBER’S PHOTOS.....	3
4.4 PROPERTY CLASS DUPLICATION.....	3
4.5 INCORRECT STATUS/NON-REPORTED TRANSACTIONS.....	3
4.6 INCORRECT REPORTING OF CLOSED TRANSACTIONS:	3
4.7 CONTACT INFORMATION.....	3
4.8 MENTION OF AFFILIATED COMPANIES AND/OR CONTACT INFORMATION	3
4.9 MENTION OF NON-MEMBER IN CONTACT INFORMATION	3
4.10 DUPLICATE AREAS	4
4.11 SUBDIVISIONS/DEVELOPMENTS WITH UNRECORDED MAPS	4
4.12 LIMITED SERVICE LISTING DISCLAIMERS	4
4.13 UNAUTHORIZED TYPE OF COMPENSATION IN LISTING	4
4.14. PROPERTY RE-LIST	4
SECTION 5 – LEVEL 3 CITATIONS	4
5.1 REMARKS WITH POTENTIAL FAIR HOUSING VIOLATIONS.....	4
5.2 UNPROFESSIONAL/INAPPROPRIATE REMARKS	4
5.3 BRANDED VIRTUAL TOURS	4

5.4 NON-DISCLOSURE OF ACTUAL SLIDING SCALE.....	4
SECTION 6 – LEVEL 4 CITATIONS.....	4
6.1 LATE ENTRY OF LISTING INTO MLS	4
6.2 MLS EXEMPTION VIOLATION	4
6.3 NO RESPONSE TO LISTING INFORMATION AUDIT REQUEST	4
6.4 NO SELLER SIGNATURE(S) ON LISTING INPUT OR CHANGE FORM	4
6.5 NO AGENT OR BROKER SIGNATURE ON NNRMLS FORMS	4
6.6 NO LISTING INPUT FORM ON FILE.....	5
6.7 MISUSE OF LOCKBOX SYSTEM	5
6.8 SHARING A PASSWORD TO ACCESS MLS OR ALLOWING UNAUTHORIZED USE OF OR ACCESS TO MLS.....	5
6.9 EXPORTING MLS CONTENT FOR UNAUTHORIZED USE OR ALLOWING AN UNAUTHORIZED EXPORT OF MLS CONTENT	5
6.10 SERVICE REACTIVATION FEE.....	5
6.11 FAILURE TO MAKE CORRECTION	5
6.12 IMPROPER USE OF STATISTICAL RANKING REPORTS.....	5
6.13 DISTRIBUTION OF CONFIDENTIAL INFORMATION	5
6.14 FAILURE TO SATISFY ARBITRATION REQUIREMENT.....	5
6.15 FAILURE TO ENTER CLOSING INFORMATION WITHIN TWO (2) BUSINESS DAYS OF CLOSING	5
SECTION 7 – CLEAR COOPERATION CITATIONS AND FINES	5
7.1 PUBLICLY ADVERTISING A PROPERTY NOT CURRENTLY IN THE MLS	5
7.2 PUBLICLY ADVERTISING AN EXEMPT LISTING	6
7.3 REPORTING A VIOLATION OF CLEAR COOPERATION	6
SECTION 8 – COMING SOON SHOWING VIOLATION CITATIONS AND FINES	6
8.1 COMING SOON SHOWING VIOLATION	6
8.2 REPORTING A COMING SOON SHOWING VIOLATION	6
SECTION 9 – RESPONSIBILITY FOR VIOLATIONS AND FINES	6
SECTION 10 – NON-PAYMENT RESULTS IN MLS SUSPENSION.....	7
SECTION 11– NOTICE OF VIOLATION.....	7
SECTION 12 – CALCULATION OF TIME PERIODS	7
12.1 RECEIPT OF NOTICES.....	7
12.2 INITIAL NOTIFICATION AND RESPONSE	7
SECTION 13 – DUE DATE FOR PAYMENT OF FINES.....	7
SECTION 14 – MULTIPLE VIOLATIONS.....	7
14.1 MULTIPLE LEVEL VIOLATIONS ON THE SAME LISTING	7
14.2 MULTIPLE VIOLATIONS OF THE SAME LEVEL ON THE SAME LISTING	7
14.3 REPEAT OFFENDERS.....	7
SECTION 15 – RIGHT TO DISPUTE NOTICE OF VIOLATION AND FINE ASSESSMENT	8
15.1 INITIAL REQUEST FOR WAIVER	8
15.2 ADMINISTRATIVE PANEL REVIEW.....	8
15.3 REQUESTING A HEARING.....	8

15.4 TYPES OF HEARINGS.....	8
15.5 MAKE-UP OF A HEARING PANEL	8
15.6 HEARING DATES.....	8
15.7 RECEIPT OF DOCUMENTATION	8
15.8 DECISION OF HEARING PANEL.....	8
15.9 RIGHT TO APPEAL THE DECISION OF THE HEARING PANEL.....	9
BILLING AND REFUND POLICY	9
MLS FEE EXEMPTION POLICY.....	9
1. EXEMPTION DEFINED	9
2. EXEMPTION APPLICATION PROCESS	9
3. REVIEW PROCESS	9
4. MONTHLY FEE REFUNDS/CREDITS	9
5. EXEMPTION PROCESSING FEE	10
6. EXEMPTION PERIOD.....	10
7. CONDITIONS OF EXEMPTION.....	10
8. VIOLATIONS.....	10
MLS CONTENT USE AND LICENSE POLICY.....	10
1. LISTING CONTENT ACCESS AND LICENSING LIMITED TO USES PERMITTED BY MLS POLICY	10
2. NNRMLS RESPONSIBILITY FOR PROTECTING LISTING CONTENT	10
3. USES BY PARTICIPANTS FOR INTERNET DISPLAY (IDX/BROKER RECIPROCITY)	11
4. USES BY THIRD PARTIES OR PARTICIPANTS TO DELIVER SERVICES TO PARTICIPANTS	11
5. PARTICIPANT NON-CORE USES INCLUDING OTHER PARTICIPANTS' LISTINGS.....	11
6. PARTICIPANT USES OF OTHER PARTICIPANTS' LISTINGS INCONSISTENT WITH MLS RULES.....	12
7. MLS CONTENT DISPLAYED ON PUBLIC SEARCH ENGINES.....	12
8. MLS STRUCTURED ACCESS WITH LISTING PARTICIPANT PERMISSION	12
9. DISTRIBUTION TO THIRD PARTIES AT LISTING PARTICIPANT DIRECTION.....	12
10. ORDERLY TRANSMISSION OF LISTING DATA	13
11. PROCESS FOR REQUESTS NOT FALLING INSIDE THE POLICIES	13
12. STANDARD AGREEMENTS.....	13
13. PERIODIC REVIEWS	13
PROPERTY RE-LIST POLICY.....	14
POLICY STATEMENT	14
SECTION 1 – ENTRY OF A LISTING AS "NEW"	14
SECTION 2 – PLACING A LISTING "BACK ON MARKET"	14
SECTION 3 – LISTING TRANSFERS WITHIN AN OFFICE OR BRANCH OFFICE OF THE SAME FIRM	14
SECTION 4 – VIOLATIONS	14
NNRMLS STAFF AUTHORIZATION TO CHANGE LISTINGS	15
1. AUTHORIZED CHANGES	15
A. CORRECTION OF ORIGINAL LIST PRICE (OLP):	15
B. CORRECTION OF LISTING STATUS:	15
C. CORRECTION OF EXPIRATION DATE	15
D. STAFF TRANSFER OF LISTINGS	15
E. STAFF TRANSFER OF TRANSACTIONS.....	15
F. STAFF INPUT OF NEW LISTINGS AND CHANGES	15
G. STAFF UPLOAD OF PHOTOS OR VIRTUAL TOURS.....	15
2. DELETION OF LISTINGS:	15

LISTING POLICIES.....16

- SECTION 1 – LISTING OF SUBDIVISIONS/DEVELOPMENTS WITH UNRECORDED MAPS..... 16
- SECTION 2 – LISTING MUST INCLUDE REAL PROPERTY..... 16
- SECTION 3 – CLEAR COOPERATION..... 16
- SECTION 4 – LISTING "RESERVATIONS" AND "REFERRAL FEES" 16
- SECTION 5 – ACTIVE BUT NOT AVAILABLE FOR SHOWINGS 17
- SECTION 6 – DISCLOSURE OF SLIDING SCALE COMPENSATION CALCULATION OR VARIABLE RATE COMMISSIONS..... 17
- SECTION 7 – LIMITED SERVICE LISTING DISCLAIMERS 17

LOCKBOX POLICY17

MLS ORIENTATION POLICY17

- SECTION 1 – WHO MUST COMPLETE THE TRAINING 18
- SECTION 2 – WHO MAY COMPLETE THE TRAINING..... 18
- SECTION 3 – PENALTY FOR NOT COMPLETING THE TRAINING 18
- SECTION 4 – RE-ACTIVATION OF SERVICES 18
- SECTION 5 – RIGHT TO A HEARING 18
- SECTION 6 – COST FOR ORIENTATION SESSION 18

PROPERTY CLASS LISTING POLICY19

- 1. PROPERTY CATEGORIES DEFINED:..... 19
- 2. CORRECT PROPERTY CLASS SELECTION 19
- 3. VIOLATIONS 19

LISTING REMARKS POLICIES AND GUIDELINES.....19

- SECTION 1 – REMARKS SECTIONS DEFINED 19
 - A. MLS PUBLIC REMARKS AND EXTENDED PUBLIC REMARKS 19
 - B. PRIVATE REMARKS..... 19
- SECTION 2 – REMARKS POLICIES DEFINED – LEVEL 1 CITATIONS 19
 - A. SHOWING AVAILABILITY 19
 - B. DISCLOSURE OF OWNERSHIP STATUS:..... 20
 - C. DISCLOSURE OF SPECIAL CONDITIONS..... 20
 - D. DISCLOSURE OF RELOCATION COMPANY LISTING 20
- SECTION 3 – REMARKS POLICIES – LEVEL 2 CITATIONS 20
 - A. CITATIONS AND POSSIBLE FINES ARE ISSUED FOR (BUT NOT LIMITED TO) THE FOLLOWING 20
- SECTION 4 – REMARKS POLICIES – LEVEL 3 CITATIONS 20
 - A. UNPROFESSIONAL/INAPPROPRIATE REMARKS 20
 - B. GOVERNMENT VIOLATIONS 20
- SECTION 5 – ADDITIONAL GUIDELINES AND RULES 20
 - A. PROTECTION..... 20
 - B. DESCRIBE THE PROPERTY 20
 - C. GENERAL STATEMENTS 20
- SECTION 6 – VIOLATIONS OF RULE OR POLICY SUBJECT TO CURRENT CITATION POLICY..... 21

POLICY ON PROPER REPORTING OF CLOSED TRANSACTIONS21

- SECTION 1 – DEFINITIONS..... 21
 - A. ROUTINE..... 21
 - B. PREVIOUSLY WITHHELD 21
 - C. UNREPRESENTED PARTY 21
 - D. NON-MEMBER 21
- SECTION 2 – ROUTINE REPORTING OF CLOSED TRANSACTIONS (BOTH LISTING AND SELLING AGENT ARE MEMBERS) 21

SECTION 3 – LISTINGS PREVIOUSLY WITHHELD FROM PUBLICATION	21
SECTION 4 – ONE UNREPRESENTED PARTY	22
1. LISTING AGENT MEMBER (BUYER UNREPRESENTED):	22
2. SELLING AGENT MEMBER (SELLER UNREPRESENTED) - FOR COMPARABLE PURPOSES ONLY:	22
SECTION 5 – REPORTING OF SALES WHEN ONE PARTY WAS A NON-MEMBER LICENSEE	23
SECTION 6 – REPORTING CLOSED TRANSACTIONS WITH NO MEMBER REPRESENTATION	23
POLICY FOR LIMITED SUBSCRIBERS ACCESS:	23
ADMINISTRATIVE STAFF, PERSONAL ASSISTANTS AND APPRAISER INTERNS	23
1. LIMITED SUBSCRIBER DEFINED:	23
2. LIMITED SUBSCRIBER ACCESS DEFINED:	23
3. REQUEST PROCESS:	24
4. STAFF ID OPTIONS DEFINED:	24
5. PROHIBITIONS:	24
6. RESPONSIBLE PARTY:	24
7. CHANGES IN EMPLOYEES:	24
8. ORIENTATION REQUIREMENT:	24
9. EMPLOYEE TERMINATIONS:	25
10. FEES	25
11. VIOLATIONS	25
12. EMPLOYING DESIGNATED REALTOR® OR AGENT STATUS AND OFFICE AFFILIATION	25
USE OF CONTACT INFORMATION FROM THE MLS	25
1. CONTACT INFORMATION DEFINED	25
2. FOR INTERNAL USE ONLY	25
3. VIOLATIONS.....	25
POLICY ON USE OF STATISTICAL RANKING REPORTS	26
1. RANKING REPORTS DEFINED.....	26
2. MEMBER USE ONLY	26
3. MEMBER PRIVACY.....	26
4. VIOLATIONS.....	26
VIRTUAL TOUR POLICY.....	26
SECTION 1 – VIRTUAL TOUR DEFINED	26
SECTION 2 – VIRTUAL TOUR POLICY	26
SECTION 3 – VIOLATIONS	27
MLS-ONLY MEMBERSHIP POLICY	27
1. MLS-ONLY MEMBERSHIP DEFINED	27
2. APPLICATION FOR MLS-ONLY MEMBERSHIP	27
3. FEES	27
4. LIMITATIONS	27
DEFINITIONS.....	28