



# **Mid Georgia MLS Rules and Regulations**

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# MID GA MLS RULES & REGULATIONS

## 1. INTRODUCTION

The following rules and regulations are adopted by the stockholders of the corporation as binding upon them as a condition of their membership and stock ownership and subscriber companies and appraisers as a condition of membership. The Rules and Regulations have the same force and effect as by-laws except insofar as the plurality of votes required for additions or amendments thereto, which is a simple majority of the outstanding members present at a Board of Directors or Stockholders meeting as distinguished, from a 51% majority in the case of by-laws. It shall be required, however, that ten (10) days written notice be given to the stockholders of any changes to these Rules and Regulations voted by the Board of Directors or Stockholders before said changes become effective.

Since Bibb Multi-List, Inc. operates under the trade name Mid GA MLS, it shall be referred to in these rules and regulations by the trade name, or the initials MLS. To improve readability, the use of personal pronouns throughout this document will refer to the male gender rather than using "his/her", "he/she", etc.

The Board of Directors will be charged with the responsibility of overseeing and managing the business of the corporation. The daily operation of the MLS office will be under the supervision of the Executive Director. The duties of the MLS office staff shall be determined by the policies established by the management of the corporation. Expenses for the operation of the MLS office shall be paid by the member firms in accordance with a schedule of fees established by the Directors. The Directors may change the fees, from time to time, but in no event shall fees be derived from commissions earned by the members, neither shall they be based on the selling price of any property.

## 2. MLS SUBSCRIPTION

### 2.1. Definitions

**Members:** All Stockholders, Subscriber Companies, Appraisal Companies, together with all their affiliated licensees, and other personnel are members.

**Stockholders:** MLS Stockholders are real estate companies that hold stock in the corporation. Stockholders shall be represented by a designated broker or his/her appointee.

**Subscriber Companies:** Subscriber Companies are MLS Members who do not hold stock in the corporation and who are entitled to MLS services by virtue of the fees that they pay to receive those services. Those companies upon application to the MLS will be required to pay a one-time fee, as established by the Board of Directors, to fund their addition to the MLS.

**Reciprocal Companies:** Reciprocal Companies are MLS Members who do not hold stock in the corporation and who are entitled to MLS services by virtue of the fees that they pay to receive those services. Those companies upon application to the MLS through the Reciprocal MLS Program will be required to pay a one-time fee, as established by the Board of Directors, to fund their addition to the MLS.

**Licensees Member:** Licensees, who are affiliated with a Stockholder, Subscriber, or Reciprocal Members' company and who are entitled to MLS services by virtue of fees that they pay to receive those services.

**Appraiser Members:** Appraisers who are entitled to MLS services by virtue of fees that they pay to receive those services. Those Companies upon application to the MLS will be required to pay a one-time membership fee as established by the Board of Directors, to fund their addition to the MLS. In addition, all appraisers who work for Appraiser Companies or contract with the Appraiser Companies must also be a paying member.

**Core Area:** The following twelve counties are identified as our Core Area:

Bibb, Jones, Monroe, Crawford, Peach, Houston, Twiggs, Baldwin, Wilkinson, Putnam, Jasper and Butts.

### 2.2. Membership Requirements

**Licensees:** All Georgia licensees of Stockholder and Subscriber member companies (including licensed assistants) whose office is within 30 miles of Mid GA MLS corporate office and who work in residential sales must be an MLS member. **Failure to comply with this rule will result in a fine to the company**

**of \$100.00 per month plus back MLS dues applicable to the licensee from the date written notice is given by MLS.**

**Reciprocal Licensees:** All Georgia licensees of Reciprocal MLS member companies (including licensed assistants) who work in residential sales may be an MLS member.

**Secretaries and Input Specialists:** Secretaries and Input Specialists are employees of Member Companies that have been given permission to input listings and make changes to listings by the Broker of the Member Companies. These employees must be registered with the MLS by completing a Secretary/Input Specialist application. Brokers of Members must request an application from the MLS in writing and they must notify the MLS when a secretary or input specialist is removed.

### **2.3. Supra eKEY:**

All MLS Members are encouraged to purchase an eKEY from Supra. An eKEY is optional; however, the overall MLS membership fee will be the same whether a Member purchases an eKEY or not. Members who do not download and purchase an eKEY are not allowed to borrow a key from their broker or another member under any circumstances (see Rule 5.6)."

## **3. MLS ORIENTATION**

All new active licensed real estate Members who have not attended the MLS orientation class will be scheduled to attend an MLS orientation class soon after they subscribe to MLS services. Members who do not take the course within the first two times that it is offered will be suspended from all MLS services until the course is completed.

## **4. DATABASE**

The MLS maintains a database software program that is available for use by MLS Members in good standing. This computer program is protected by United States Copyright© and International treaty provisions and must be protected accordingly. In addition, the program is for MLS members only and must not be used by anyone who is not a licensed Member, Secretary, or Input Specialist. Members are not allowed to have someone who is not a Member use the program unless approved by the MLS in writing and registered to use the system. Further, Members are not allowed to give, sell, or copy data from this program for use by another person or company for any reason. Members who break or circumvent this agreement in any way are subject to disciplinary actions, including, but are not limited to, fines and termination of all MLS services. **Violators of this rule will be fined \$1,000.00 and have their service suspended until the fine is paid. Based on the circumstances of the breach, continued membership will be evaluated and could result in termination of membership.**

The computer system is the source for all listing information pertaining to currently active listings, pending listings, and kickout listings. Additionally, listings that have expired or been withdrawn or canceled in the last year are available. Listings that have sold in the last two years are also maintained on the system. MLS listing hot sheets are produced from the data in the computer.

The security of our computer system is vital and must be protected by all Members, Secretaries, and Input Specialists. Your password must not be given out to anyone including other members. Passwords must never be given to any non-member or client for any reason. **Violators of this rule will be fined \$1,000.00 and have their service suspended until the fine is paid.**

## **5. LOCKBOX SYSTEM**

### **5.1. Who Is Authorized To Use Entry Keys**

The MLS office centrally administers the electronic lockbox system. Only MLS Stockholder Companies, Subscriber Companies, Licensees Members, and Appraiser Members, who are authorized by the Board of Directors, may purchase and download an eKEY that accesses these boxes. These individuals are authorized to use them as long as they remain associated with Mid GA MLS. Each Member is authorized to possess only one Mid Georgia MLS eKEY. **Unauthorized use of an eKey will result in a first offense penalty of \$250.00, a second offense penalty of .00 and/or suspension of services. Additionally, all unauthorized use within the Mid GA MLS and Central Georgia MLS lockbox agreement will result in a fine of not less than \$1,000.00 and/or suspension of services.**

### **5.1.1. Appraisers Display Keys Usage**

Appraisers will not enter a property, listed with the Mid GA MLS, unless a job order or letter of engagement has been issued. At no time will an appraiser enter a property listed with this MLS for the purpose of showing the listing for sale unless he or she is a licensed salesperson or broker and is a member of a Real Estate Company with this MLS. **Any Appraiser who is found showing property who is not a licensed salesperson or Broker and is not a member of a Real Estate Company with this MLS will be fined \$1,000.00 and could lose his or her membership with this MLS.**

### **5.2. Who May Borrow Lockboxes**

MLS loans lockboxes to Stockholder Companies within the core area of Bibb, Jones, Monroe, Crawford, Peach, Houston, Twiggs, Baldwin, Wilkinson, Putman, Jasper and Butts Counties (the Core Area) who need them for specific listings. The lockboxes are numbered and are assigned to valid MLS listings. Lockboxes checked out must have a listing entered into the MLS within 2 business days. **Failure to meet this requirement will result in a \$25 fine and an additional \$50 fine on the 10<sup>th</sup> business day.**

Stockholders located within Baldwin, Wilkinson, Putman, Jasper, and Butts Counties may check out boxes by company and must account for them annually. Failure to properly account for the number of lockboxes checked out to a given Stockholder in Baldwin, Wilkinson, Putman, Jasper, and Butts Counties shall result in the Stockholder having to purchase the number of lockboxes not accounted for at a price determined by the Board of Directors.

All other Stockholder's listings not in the "Core Area" shall have to purchase lockboxes at a price established by the Board of Directors, which can be changed from time to time.

The lockbox issued for that listing must be used on that listing. Lockboxes cannot be moved from one listing to another without being returned to MLS first.

The lockboxes are "read" by the Supra lockbox computer system and the record of various agent entries into the lockbox is stored in their central computer.

#### **5.2.1 Lockbox Use Requirements**

**Any property listed in the MLS that is fitted with a non-MLS lockbox must also be fitted with a MLS lockbox; if not you will be fined \$115.00. The location of the MLS lockbox is shown on the listing.**

Lockboxes may be issued by MLS office staff during normal business hours. The Lockbox Issue Form must be filled out and signed by the listing agent.

The "Gabby", the lockbox computer in the MLS lobby, is available for use by Stockholder Companies and their licensees only. "Gabby" can be used anytime of the day, 7 days a week. "Gabby" will print an issue form for the agent's use and record the lockbox issue for MLS office use. **When the information is retrieved the following workday, it will be reviewed, and if a lockbox or lockboxes have been taken for a listing or listings that will be used outside of our coverage area without the Executive Director's approval, they may require a deposit of \$100.00 on each box.** If you are notified that a deposit is required you will have five days to return the box or post the deposit. If you fail to make the required deposit all services will be withheld until the deposit is made or the lockbox is returned. Any lockbox that is checked out using Gabby or during normal business hours should have the listing entered into the MLS within 2 business days. **Failure to meet this requirement will result in a \$25 fine and an additional \$50 fine on the 10<sup>th</sup> business day.**

### **5.3. Who Must Purchase Lockboxes**

Lockboxes are available for purchase for Subscriber Companies. Lockbox prices are established by the Board of Directors, and subject to change from time to time. When lockboxes are used, they must be the same brand name the MLS uses and programmed to work with our MLS.

Additionally, "Gabby" is not available to Subscriber Companies or their Sales Associate Members.

### **5.4. Lockbox Return (for Stockholder Companies and their Licensees)**

The Stockholder companies that can use the lockbox lending library must return the assigned lockbox within 7 calendar days after the listing has been sold, withdrawn, cancels, or expires. If the 7th day falls

on a day that the MLS office is not open, the box may be returned on the first business day, thereafter, without penalty. **If the box is not returned before the 7th day elapses, a penalty of \$25 will be assessed.** Lockbox services will be suspended during any time a lockbox fine remains unpaid.

If the MLS office is not open and a Stockholder Company wishes to return a lockbox, "Gabby", the lockbox computer in the MLS lobby, can be used to record the return of the lockbox. "Gabby" will issue a receipt and the lockbox should be locked by the lockbox shackle on the rack provided for returns. MLS will not be responsible for lockboxes that disappear from the lobby.

Any lockbox returned to the MLS office that belongs to a Stockholder Company with assigned inventory will be notified the first business day that we have the box and they will need to make arrangements to have the lockbox returned to them.

#### **5.5. Lockbox and Entry Key Codes**

There are two codes used in the electronic lockbox system; the Members personal identification numbers (PIN), entry key update codes, and lockbox shackle codes. These codes will be supplied by Supra, as needed, to users of the system who are in good standing and have no outstanding fees. However, no personal identification numbers can be given over the phone.

#### **5.6. Supra eKEY**

Supra eKEY security is of the utmost importance; it helps to protect the real estate agent and the seller of the property. No Member shall loan an eKEY to any Member who is not in good standing and a current eKEY holder for any reason. **Violators will be fined \$300.00 on each violation.**

In an emergency, a Member whose eKEY is lost or broken may borrow his/her broker's eKEY with the understanding that the broker, takes full responsibility for the use of the eKEY and it is for a limited period of time not to exceed four days. If the broker is not available; the Member may borrow another Member's eKEY with the understanding that the lending Member takes full responsibility for the use of the eKEY during the time someone else is using their eKEY.

### **6. LISTING OF PROPERTIES**

#### **6.1. General**

All listings submitted to MLS must have at least a leasehold interest in the land. Mobile homes without interest in the land, businesses without a lease, or buildings to be removed from the land are examples of unacceptable listings. All listings entered into the MLS system must be Exclusive Listing Contracts.

The MLS is not responsible for any information, of any nature, contained in the listings. Member firms will hold the MLS harmless for any errors or omissions in any listings entered in the database.

#### **6.2. Mandatory Listings**

All single-family residences located in Bibb, Jones, Monroe, Crawford, Peach, Houston, Twiggs, Baldwin, Wilkinson, Putnam, Jasper and Butts counties that are exclusively listed with a member broker's office or listed in another MLS (as more fully explained below) must be listed through MLS. Listings not in the above counties do not have to be listed through MLS; however, brokers are encouraged to put them in the system. Properties owned by a broker or people associated with his company may be excepted from the mandatory listing rule.

Any company that has members that are members of companies other than Mid GA MLS must also list any property that is considered as a MANDATORY Listing under this rule and must list that property with this MLS. Failure to do so can cause that member to lose their privileges as a member of this MLS. Reprimands will be decided at time of violation.

New construction listings should not be entered into the database until the foundation is in place. One photo of the front elevation is mandatory. If the photo is a model home or similar to and the plan changes, update the photo of the front elevation in the listing.

New homes (build jobs) can be entered in the MLS at the discretion of the listing agent.

### **6.3. Optional Listings**

In addition to mandatory listings of properties, any other type of property that is listed exclusively by a Member broker may be listed in MLS if the Member broker so desires.

### **6.4. Rejection of Listings**

The Executive Director acting for the Board of Directors has the right to reject any listing that he believes is unsafe, hazardous, or would otherwise endanger the physical well-being of customers, agents or brokers.

### **6.5 Listing Policies**

All improved property listings (active and closed) shall have at least one photo of the front elevation of the main structure (Applies to all Residential, Res. Income Producing, Commercial listings, and Rental Properties).

No MLS photos shall contain a photo of a For Sale Sign or other sign identifying the listing company, owner, or builder. Virtual tours uploaded should be non-branded.

No listing shall contain any website address or phone numbers in the Public Remarks.

No lockbox codes or alarm codes will be published in the MLS database.

Any potential Short Sale must be noted in the Realtor comments.

### **6.6 Listing Submitted to MLS**

Listings can only be submitted by MLS members who are in good standing.

## **7. MULTIPLE LISTING PROCEDURES**

### **7.1. Initial Listing**

Broker and Agent agree to file mandatory listings in the Multiple Listing Service database within 48 hours after Seller signs the same (excepting weekends, federal holidays, and postal holidays). The day of signing is not counted for the purposes of calculating business days. See Rule 17.4

Listings must be submitted into the MLS for cooperation within 24 hours of the property being publicly marketed. Public marketing includes any internet marketing and signage in yard. See Rule 17.4.

If there is any question about a listing agreement the MLS has the right to request a copy of the agreement. The listing agent must provide the requested listing agreement within two business days to the MLS.

If the owner(s) of the property does not want to have their name(s) shown in the listing data base, the listing Licensees may have the owner(s) sign an affidavit to that effect.

Exclusive Agency Agreement: Members companies have discretion to accept an Exclusive Agency Listing Agreement and may set their own policy as to the acceptance of this kind of listing. If utilized, an Exclusive Agency Listing between Broker and Seller is, hereby, modified to allow the Seller the right to sell the subject property directly to a buyer without obligation for Broker's commission, provided that said buyer was not introduced to the property by the listing Broker, any other Broker or licensees affiliated with any broker.

### **7.2. Exclusions**

Exclusion is defined as someone to whom a seller may sell his property without paying a fee to the listing broker. When a salesperson lists a property through MLS, he should make it clear to the owner that the listing must be an Exclusive Contract. When the owner insists on excluding an individual, it is the policy of MLS to allow the listing agent to make exclusion and enter it on the listing contract. However, no exclusion shall be for longer than 15 days unless authorized by the Board of Directors.

Third party relocation companies may be excluded for the duration of the listing.

### **7.3. Multiple Lot Policy**

Residential building lots will be listed individually and can be covered by one Exclusive Listing Contract.



#### **7.4. Changes to Listings**

Additional information concerning listings, such as listing status changes, price changes, listing contract extensions, etc., must be entered into the MLS database (see Rule 17.4 Listing Broker Responsibilities) within 48 hours.

#### **7.5. Listing Renewals**

During the life of an Exclusive Agreement, no solicitations on the subject of listing changes, or future listing of the property, are to be made by any member of MLS or his salespeople other than the listing broker and his salespeople. Members understand that license law allows a salesperson to inquire directly to a seller in the event that a listing broker refuses to give the expiration date of a listing agreement to another salesperson.

#### **7.6. Private Information**

Each Member shall keep his file of MLS listings confidential and shall see to it that no person, who is not a Stockholder Company or Subscriber Company Member, shall have access to them. These "files" include but are not limited to hot sheets and access to the MLS computer database and other information pertinent to MLS listings.

If a Member wishes to give listing information to a prospect, then the public display of the listing as translated for the customer must be used. Sensitive information is not included in this format.

Members must not release information concerning the production statistics of other MLS Members. Although accessible through the MLS computer system, this information is proprietary and must be treated as confidential.

#### **7.7. Contracts that Contain a Kick-Out Clause**

Listings that are pending with a kickout clause may continue in active status provided that the first words in public comments, as added by the listing agent, are: "\_\_\_\_ HOUR KICK OUT CLAUSE." (in all caps).

#### **7.8. Pictures on Listing**

All Residential, Residential Income Producing, Commercial listings, and Rental Properties must have at least one picture of the front elevation within two business days, or a fine of \$25.00 will be levied to the listing agent.

### **8. WITHDRAWALS OF LISTINGS FROM MLS**

#### **8.1. General**

Property listed in MLS may be withdrawn from the service by the listing broker before the date of expiration of the listing contract. In these situations, the listing status should be changed to Canceled.

### **9. COMMISSIONS**

Prior to processing a listing in the MLS system, listing brokers must determine, and include on the listing form, the percentage or dollar amount of the sales commission the selling broker shall receive. This will be done by indicating the percentage or dollar amount of the sales commission as shown on the MLS form.

It shall be permissible for the listing broker of any listing through MLS to share a commission with a non-member broker. The listing broker shall determine the ratio of that division.

### **10. SIGNS**

The listing broker has the exclusive right to place "For Sale" signs on properties listed by his firm. No "For Sale" signs will be placed on any single-family dwellings by MLS members unless they are entered in the MLS system within 24 hours in accordance with MLS rules. See Rule 17.4.

The listing agent will remove all "For Sale" signs from a property not later than ~~ten (10)~~ seven (7) days after the expiration date of a listing, or immediately if the owner so requests.

### **11. MARKETING OF LISTINGS**

#### **11.1. Marketing**

All members agree to follow Georgia License law in regard to marketing.

## **12. SALES**

### **12.1. Presentation of Offers**

All offers must be presented through the listing company unless listing company has given in written permission for selling agent to deal directly with the seller. The selling broker/agent must not contact the seller directly unless the listing broker specifically notes in the listing that the selling broker should make all appointments and offers directly with the seller. The listing broker must arrange to present an offer as soon as possible.

The representative of the selling broker should be afforded the privilege of being present when the offer is presented to the principal. However, there may be circumstances where it is not advisable for the selling representative to be present, in which case the listing broker should provide a satisfactory explanation for same. The privilege of the selling broker being present shall not arbitrarily or unreasonably be withheld.

### **12.2. Reporting Status Changes**

Pending Approval and Under Contract shall be entered into the MLS database, by the listing broker 48 hours after the sales contract is signed by the purchaser and seller.

The broker/agent obtaining the last signature or initial must provide the other broker/agent with a copy of the complete sales agreement within one business day. Within two business days after obtaining a valid contract the listing broker will place a Pending or Under Contract Sticker, on any sign that may be on the property.

Withdrawn listings- Withdrawn status is a temporary status. It means that the listing agency still has a listing agreement in place. Signs must be removed for any listing in withdrawn status. If a client or customer wants to end their listing agreement, then a property should be changed to "Canceled" status.

Cancelled Listings- Listings that the seller(s) have terminated the listing agreement should be changed to the Cancelled status.

Under Contract - Property has binding agreement.

Pending Approval - Property has an agreement that requires 3rd party approval. Example: Foreclosure, Short Sale, Relocation Company.

## **13. ENTITLEMENT TO SELLING COMMISSION**

All members of the Mid GA MLS agree to arbitrate disputes with other members on issues concerning entitlement to commission. Any dispute between Members who are REALTORS® will be handled through the appropriate REALTOR® organization. If one or more MLS members are not a REALTOR®, the matter will be arbitrated through the MLS.

Where MLS handles the arbitration, an administrative processing fee of \$250 must accompany all written complaints that will be the subject of the arbitration. The arbitrator(s) handling the matter may assess the administrative fee against the responding party, in which case the responding party would reimburse the administrative fee of \$250 to the complaining party.

In this case a detailed written complaint must be filed with the Executive Director, who will request a written response from the other party(s) involved, giving these parties 10 days in which to respond. After receipt of such response, or after 10 days, the Board of Directors shall review the matter. If the complaint is deemed legitimate and timely, the President shall appoint a committee of not less than three nor more than five-member Brokers to conduct an arbitration hearing. Said hearing shall be conducted as outlined in the then current professional standards guidelines published by the National Association of REALTORS®. The decision of the arbitration panel shall be final and binding on all parties except that the parties may appeal to the Board of Directors within ten days of the decision for procedural review. If said appeal is successful, the Board of Directors may instruct the President to refer the matter back to the panel for consideration or appoint a new panel and rehear the issue. In the absence of a successful appeal, the decision of the arbitration panel shall be final and binding on all parties. Failure to comply with a final ruling shall be grounds for termination of all MLS services to the Member Company.

The Broker entitled to the commission on a given sale shall be the procuring cause of said sale as defined by Law and the Code of Ethics and Standards of Practice of the National Association of Realtors.

No Member/Subscriber shall interfere with the ongoing efforts or negotiation of another Member/Subscriber. No member shall attempt to negotiate directly with another member's seller, as this is a clearly interfering with another broker's engagement agreement.

In the spirit and the letter of the REALTORS® Code of Ethics, we should not take unfair advantage of our fellow members by using subterfuge to interfere with the active on-going negotiations of another agent. Negotiations do not necessarily mean the drawing or preparation of a contract or offer on a specific property. However, if the first agent is derelict in using his best efforts, and it is in the best interest of the owner for the second agent to show the property and to prepare the contract, then it should be done. If a sale is made as a result of the second agent's activity, then he should not be penalized. In other words, the selling commission is due at closing to the broker who is the "procuring cause" of the sale of the property. Obviously, it is not enough to simply show an individual a property and then sit back and wait for the potential buyer to make a move toward purchasing the property. Our responsibility to our client dictates that we must actively pursue the acquisition of a sales contract. We must not take advantage of our fellow members, but we must give every benefit possible to the seller of the property.

#### **14. VIOLATIONS OF BY-LAWS AND RULES AND REGULATIONS**

All Members together with all their affiliated licensees and other personnel shall be bound to observe all the Rules and Regulations now in effect or that may from time to time be adopted, for the operation of MLS.

It shall be the duty of every member broker to thoroughly instruct his own sales staff and office personnel relative to the MLS Rules and Regulations and the National Association of REALTORS® Code of Ethics, which are considered a part of these Rules and Regulations. The Member broker member shall be held jointly responsible for any violation or misconduct by his offending salesperson.

It shall be the duty of every Member to report through the Executive Director to the Board of Directors any breach of these Rules and Regulations or any conduct injurious to, prejudicial to the best interest of, or tending to bring discredit upon MLS.

Robert's Rules of Order (newly revised) shall be recognized as the authority governing the proceedings of the MLS Stockholder meetings and Board meetings in all cases not provided for in the By-Laws and Rules and Regulations of this organization.

##### **14.1. Board's Authority**

The Board may, by majority vote, take action against any Member for violation of any Rule or Regulation of MLS or for failure by any Member to continue to qualify for MLS membership or otherwise adhere to the By-Laws of MLS. The action may include, but is not limited to, fines, suspension of MLS' services, expulsion from the membership of MLS, or restricting the continuation of MLS' services upon certain conditions.

##### **14.2. Written Notice**

Before taking any such final action authorized in Section 14.1 above, the Board shall, send to the affected Member a written notice describing the alleged violation and offering such Member an opportunity to present its position. The notice shall offer reasonable opportunity for response and must be delivered at least five (5) days before the meeting of the Board at which action with respect to the offending Member may be taken.

##### **14.3. Member's Duty**

Upon receipt of the notice described in Rule 14.2, such Member may present reasons why sanctions are unwarranted or improper. An administrative processing fee of \$250 shall accompany all appeal requests. Such Member must deliver those reasons in writing to the MLS Office not more than five (5) days after receipt of the notice described in Rule 14.2. Such Member's statement may include a request for an opportunity to appear before the Board.

Upon receipt of the Member's statement, MLS will inform the Member of the time and place of any meeting of the Board to consider the proposed action and shall provide to the Member a copy of all

procedures governing the conduct of such meeting and presentation of information for the Board's consideration. Failure of a Member who has received notice under Rule 14.2 to present a timely statement of the Member's position may be deemed a waiver of any disagreement with any imposition of sanctions. Failure to request an appearance before the Board in a timely fashion waives such an appearance. With the consent of the Member, the Board may continue the meeting to a future date.

#### **14.4 Meeting Procedures**

The Board may, in its discretion, impose reasonable time limits and other procedural requirements for the conduct of such meetings to review disciplinary matters.

#### **14.5 Decision Final**

The decision by the Board on disciplinary matters under these Rules is final. If, after considering all of the evidence and argument presented to it, the Board refuses to discipline the Member, then the administrative fee of \$250 shall be refunded to the Member.

### **15. PROFESSIONAL AND ETHICAL CONDUCT AND RESPONSIBILITIES OF MEMBERS**

#### **15.1. Board's Duty**

**The Board of Directors may take proceedings upon complaint of any Member of MLS.**

#### **15.2. Grounds for Complaint**

**Complaint pertaining to ethics or professionalism may be made for the violation by any Member of MLS of its charter, Bylaws or these Rules and Regulations. The bringing of any charge against another Member or Members out of malice or without reasonable grounds shall constitute an offense under these Rules and Regulations.**

#### **15.3. Time Frame**

**An ethics/professionalism complaint must be filed within ninety (90) days from the date of discovery of the alleged violation or closing of the sale, whichever is later.**

#### **15.4. Filing Complaint Procedures other than Entitlement to Commission**

All ethics/professionalism complaints other than entitlement to commission shall be made in writing, specifically alleging the particular act(s) complained of, shall be addressed to the President through the Executive Director, and shall be accompanied by all the documentary evidence bearing upon the case in the possession of the complainant(s).

Within ten (10) days of receipt of the complaint, the Executive Director shall serve upon the Member against whom it is made a summary of the complaint, pointing out the by-laws or the Rules and Regulations alleged to have been violated and the procedures to be followed in regard to the complaint.

Within (7) days of such service, the Member against whom the complaint is made shall serve upon the Executive Director of MLS a written answer to said complaint. An administrative processing fee of \$450 shall accompany the Member's statement if such Member's statement includes a request for an opportunity to appear before the Board.

Upon receipt of the Member's statement, MLS will inform the Member of the time and place of any meeting of the Board to consider the proposed action and shall provide to the Member a copy of all procedures governing the conduct of such meeting and presentation of additional information for the Board's consideration. Failure of a Member who has received notice under Rule 15 or its subparts to present a timely statement of the Member's position may be deemed a waiver of any disagreement with any imposition of sanctions. Failure to request an appearance before the Board in a timely fashion waives such an appearance. With the consent of the Member, the Board may continue the meeting to a future date.

It shall be the duty of the Board of Directors to hear the complaint and come to a decision at their next scheduled meeting. The decision of the Board of Directors is final and binding on all parties. If, after considering all of the evidence and argument presented to it, the Board refuses to discipline the Member, then the administrative fee of \$450 shall be refunded to the Member. Failure to comply with a final decision shall be grounds for termination of MLS services to the Member Company and/or subscriber.

## 16. ELECTRONIC FEATURES

### 16.1 IDX Feeds

Any Member company can arrange to have an IDX feed to their Web site that contains all active listings; provided they will have to sign an agreement, which discloses the provider of their service and the member company and the provider will have to follow the Rules and Regulations adopted in Mid GA MLS Rules and Regulations IDX/VOW Addendum.

### 16.2 Virtual Office Website (VOW)

Any Member company can arrange to have a Virtual Office Website that contains all active listings; provided they will have to complete a contract, which discloses the provider of their service and the member company and the provider will have to follow the Rules and Regulations adopted in Mid GA MLS Rules and Regulations VOW Addendum. There is no set up fee or annual renewal fee at this time. The Board of Directors may set a fee with 60 days' notice.

## 17. PENALTIES

### 17.1. General

The Executive Director has the authority to impose the penalties identified in this Section without the necessity of giving prior formal notice to the Member.

All fines must be paid within 15 days of notification. Failure to pay one or more fines within this period will result in deactivation of Supra eKEY privileges. Privileges will be restored when all fines have been paid.

### 17.2. Appeal

Any MLS Member who has been fined may appeal such fine at the next regular meeting of the Board of Directors, provided that the Member has already paid the fine. If the Board of Directors decides that the fine was improperly assessed, the fine shall be refunded to the member within 24 hours.

### 17.3. Lockbox Return

Infraction	Time Limit	Fine
Failure to return a lockbox after a listing is sold, withdrawn, or expires	Seven calendar days	\$25
Failure to return a lockbox after a listing is sold, withdrawn, or expires	Fifteen calendar days	\$75

If the day specified in the time limit falls on a non-business day, then the lockbox may be returned to the MLS office on the first business day thereafter without penalty. If a lockbox is stolen or damaged, a police report must be obtained by the listing agent and submitted to the MLS office. **If the box is reported stolen (or damaged) after seven calendar days has elapsed after the listing has been sold, withdrawn or expires, the listing agent will be required to forfeit his lockbox use deposit of \$100 and a new deposit will have to be established by the listing agent.** Lockbox services will be suspended during any time a lockbox deposit remains unpaid.

### 17.4. Listing Broker Responsibilities

Infraction	Time Limit	Fine
Failure to enter and file a residential mandatory listing.	48 hours excepting weekends and federal holidays	<b>\$25</b>
Failure to enter a residential mandatory listing within 24 hours of Public marketing beginning.	24 hours	\$100 1 <sup>st</sup> infraction \$500 2 <sup>nd</sup> infraction
Failure to report to the MLS office, or enter into the MLS database, a pending sale of any listing.	48 Hours	\$25

Failure to report to the MLS office, or enter into the MLS database, that a pending sale has fallen through.	48 hours	\$25
Failure to report to the MLS office, or enter into the MLS database, that a pending sale has closed.	48 hours	\$25
Failure to place a "Pending Sale" or "Under Contract" sticker on sign after obtaining a valid contract.	Two business days	\$25
Failure to enter a listing into the MLS after a lockbox has been checked out within two business days is a \$25 fine. <b>Failure to meet this requirement within ten business days will result in an additional \$50 fine.</b>	Two business days	\$25
	Ten business days	\$50
Any property listed in the MLS that is fitted with a non-MLS lockbox must also be fitted with an MLS lockbox.	Two business days	\$115
All listings in Residential, Res. Income Producing, Commercial, and Rental must have at least one picture of front elevation at time of entry into database.	At listing entry	\$25
Not following FSBO and Comparable Policy	First Offense	\$50
	Second Offense	\$100
	Third Offense	\$100 & membership probation

### 17.5. Selling Broker Responsibilities

Infraction	Time Limit	Fine
Failure to report to the listing broker the sale of the listing after obtaining the signatures of both buyer and seller	One business day	\$25
Failure to report to the listing broker that a pending sale has fallen through	One business day	\$100 per day

### 17.6. Payment of Account

Invoices are due when received. A company or subscriber that is in arrears in payment of fees will be assessed a \$100.00 late fee for each period of 30 days they are in arrears. A company or subscriber in arrears 60 days or more will have all services terminated and or subscriber under that company until all amounts are paid. Example would be a company or subscriber that is three months in arrears, would be fined \$100.00 for the amount that is 30 days in arrears, \$200.00 for the amount that is 60 days in arrears and \$300.00 for the amount that is 90 days in arrears.