

MLS POLICY NOTICES

Please Post In Your Office. Be sure to read the MLS Rules and Regulations included in this section for all fines and fees. Below are a few very important issues to be disseminated throughout your office.

Please be aware: As stated in the MLS Rules and Regulations; All written, exclusive-right-to-sell and exclusive agency listings of residential properties, up to and including multiple units of four (4), and residential land located within the state of Rhode Island which have been taken by an MLS Participant must be reported within 24 hours (excluding Federal and State holidays) of the effective date or the placement of a sign on the property. However, if Participant advertises a property, excluding the placement of a sign, the property must be reported either as an MLS listing or a non-MLS listing at the time the advertisement appears.

If the seller refuses to permit the listing to be disseminated by the Service, but still enters into agreement for sale, verbal or otherwise, with the listing agent for the sale of their property, the listing agent must notify the MLS of this Non-MLS listing by filing a non-MLS form. Failure to file the Non-MLS Certification Form within 24 hours will be handled administratively and will be subject to the lag fees structured for late entry of MLS listings.

Listings entered into MLS must be able to be shown upon input into the system. If there is a property that cannot be shown until a future date, a withdrawal form must be signed by the seller and the listing must be “Temporarily Withdrawn” (WW) until such time as the property can be shown.

Lag Policy for Listing Agreements

All listings must be filed with the MLS (entered into the computer system or postmarked to MLS) no later than 24 hours after the effective date (excluding Federal and State holidays that fall within the 24 hour period) or the placement of a sign on the property. However, if Participant advertises a property, excluding the placement of a sign, the property must be reported either as an MLS listing or a non-MLS listing at the time the advertisement appears.

For failure to file listings within 24 hours after all required signatures are received, a fee of \$100 per day will be charged for each calendar day until listing is filed (Maximum of \$500 for the first offense, \$1,000 for the second offense, \$2,500 for the third offense and each offense thereafter.

Listing Agreements

The listing contract must be filled in completely. The license number on the second line of the contract is the principal broker's license number.

1. If the property is owned by more than one person **all parties** are to sign the listing contract in the proper area. The seller(s) names shall be printed on the third line of the listing contract.
2. Authorized Representative – The listing agent is to sign this portion of the listing contract in the proper area (bottom of contract).
3. All crossovers or changes to a listing contract must be initialed by all the sellers and the listing agent or the listing will be returned as an incomplete listing.
4. **The listing and expiration date on the contract MUST match the dates entered as listing date and expiration date on the data form and in the system. The Listing Agreement is a legal contract, therefore the dates cannot be altered in the system without the seller**

changing the contract and initialing. The fine is \$50 for an incorrect listing or expiration date entered in the MLS System.

MLS will request, randomly, a percentage of new listings and status changes entered each week . The requested listing must be sent to the MLS office in the time allotted on the request letter or be subject to a fine of \$100 per day. When we receive documentation, we check the contract and data form for completeness and accuracy against the information input into the computer. Be sure the listing and expiration dates and list price on your contract match the dates and prices in the System. The listing broker will retain the original, seller will receive the yellow copy and MLS will receive the pink copy. (If pink copy is not legible, please send a Xerox copy of the original along with the pink copy). **For an incomplete/incorrect listing contract, the fine is \$25 per item.**

Required Features and Keywords

Complete all **required (R)** features and keywords on the data form. There is a service charge for each time a listing is returned for a correction or incomplete field and a lag fee for failure to return within 7 days. **An input of “0” in a required keyword is not acceptable.** All keywords must be filled in accurately.

For incomplete keywords and features, the fine is \$3 per item.

Please refer to the Fee Schedule of the MLS Rules and Regulations for all fines and fees.

RI Living Address Display – If “no” is displayed in this field, the address of the listed property will not appear on RILiving, and will not appear on the mapping function.

Remarks Section

The remarks section is for **promotional information of the property only**, not the agent or the company. There is a \$50 fine for entering names, telephone numbers, bonus information, open houses, websites or email addresses. Any of this information may be entered in the showing instruction field or compensation comments field.

Photos

Photos submitted to MLS must not contain company logos, promotional material, websites or legible company signs on property.

For all property categories except vacant land and business/commercial (*interior photo may be substituted for business/commercial*) at minimum, one (1) photo of the property must be an exterior view of the structure. A \$25.00 fine will be assessed for failure to comply.

7-Day Photos – All Realtor-Submit photos must be submitted to MLS within 7 days. After 7 days, our photographer will take the photo and the office will be charged \$50.

Members are prohibited from submitting photos previously entered into the Service by another agent or agency without written permission from the photos original owner/licensee.

Inappropriate Images – Any image(s), including virtual tours, submitted to the Service of an inappropriate or indecent nature will be cause for severe fines up to \$2500 and/or expulsion from the Service.

MLS Retakes – Excluding wrong photos, the normal photo fee of \$10.00 will be charged to re-take a photo that is presently on the MLS system. This charge also applies to seasonal re-takes (i.e. in spring or summer to replace a snowy photo or vice-versa).

The MLS photographer will take photos in all locations throughout Rhode Island (excluding New Shoreham). However, in Massachusetts the photographer will only take photos in the following towns: Seekonk, North Attleboro, Attleboro, Plainville, Wrentham, Rehoboth, Swansea, Fall River, Westport, Somerset, Blackstone, Bellingham and Millville.

Virtual Tours

Links of virtual tours (web-based, multi-image views of a property, including but not limited to slide shows, 360-degree views and movies) submitted to the Service for display can only be entered and modified by staff.

All virtual tours linked to by the Service must be a virtual tour of the respective property for sale, its views and amenities or be subject to immediate removal.

Graphical branding (branding contained in or as part of a graphic, image or artistic creation) on virtual tours is limited to the listing agent, listing company and franchise.

Members are prohibited from submitting virtual tours previously entered in the Service by another agent or agency without written permission from the tour's original owner/licensee.

The web address field is to be used to for inclusion of a web address about the listed property. This can only be entered and modified by staff.

Disclosure of Compensation

If any fee is to be deducted from the co-broke compensation, it must be disclosed in the Compensation to Cooperating Broker field. If you offer dual or variable rate commission (i.e. one in which the seller agrees to pay a specified commission, if the property is sold by the listing broker without assistance, and a different commission if the sale results through the efforts of a cooperating broker) the listing broker must disclose by including a "V" with the compensation offered. If you take an exclusive right-to-sell contract with named prospects exempted (reservations) this must be disclosed by including an "R" in the compensation field.

If you take an exclusive right of brokerage listing in which the seller/owner reserves the right to sell their property without paying a commission or by paying a reduced commission if he or she sells to a prospect who has not been introduced or claimed by the listing broker. The exclusive-right-to-sell contract CANNOT be used and this arrangement must be disclosed by including an "XA" in the compensation field.

Failure to disclose variable rate, named prospects exempted, or exclusive brokerage agreements is a finable offense.

Be Considerate!!!!

Please be considerate to your fellow MLS members!!! If a licensee calls you to show one of your properties, return their call promptly. It's an injustice to your seller if you are not considering all inquiries. Section 5.2 of the Rules and Regulations states: "...The listing broker shall respond to cooperating brokers within twenty-four (24) hours excluding state and federal holidays, after receipt of a written or verbal inquiry or request from a cooperating broker. A fine will be assessed for failure to do so.

Extensions

All extensions of listings must be authorized by the seller **in writing**. For extending a property without written authorization by the seller, there is a \$100 fine plus \$10 a day penalty for each day the extended listing remains in the MLS without seller's signature. Also, such violation will be reported to the Department of Business Regulations. **Extending a property without written authorization of seller violates state law; please be aware of the consequences.**

Active/Pending Status Types

AP Active/Pending with Back-up – When a purchase and sales agreement has been signed, subject to meeting certain contingency conditions, i.e. mortgage contingency, inspection contingency. Due to the uncertainty of this transaction, the listing broker may solicit back-up offers.

AH Active/ Hubbard – When a purchase and sales agreement has been signed, subject to a condition precedent of the buyer first closing on another property, which he has listed for sale, from which sale the proceeds would be used for financing the current sale. An example of this type is a "Kick-out/Hubbard Clause" listing, whereby a buyer is given a specified amount of time to remove the contingency upon receipt of an acceptable offer from another potential buyer

Report All "Under Contracts"

It is costly for you and the MLS to have under contract listings remain in the "Active" portion of the MLS book. A thicker book increases the price to the members. Also, it is very frustrating for other REALTORS to call for showing of a property, only to find it is under contract. For failure to report to MLS within 48 hours the sale of any listing after obtaining signature of both buyer and seller on the sales agreement, the sum of \$5 per day will be billed to the office (minimum of \$25.00). When reporting pending listings, please report the correct deposit date. Remember, the "Days on Market" is calculated from the listing date to the pending date. Also, Pendlings must be reported before reporting Solds.

It is required that the co-op office and cooperating licensee be reported at the time of pending. There is a \$25 fine for reporting incorrect or incomplete selling information.

New Agents in an Office

Please remember, **ALL** licensees (including appraisers, appraiser trainees, and rental licensees) in your office must be reported to MLS. Out- of-state offices must report all their RI licensees to MLS. New agents/appraisers are required to attend the "New Agent" class and will be billed a one time user license fee of \$100 upon activation of their login ID. Also, all agents/appraisers that have left your office must be reported to MLS as soon as possible. For failure to report to MLS, all licensees in office - \$100.00 plus back billing. Each active MLS member has an MLS

ID number, PIN and Security Token to access the MLS system. **This security token is for the user it is assigned to only and must not be given to anyone. Violation for giving out passwords and/or security tokens to unauthorized users - \$1000.00 –**

Compensation Field

When entering compensation to cooperating broker on listings, it must be a dollar amount or percentage of the gross commission. If any fees are to be deducted from the compensation, that too must be a specific dollar amount or percentage. Compensation must be stated very clearly to the seller and other agents. The Compensation Comments field must be used for additional information that the compensation field can't accommodate.

Concessions/Net Sales: A listing agent who plans to base a co-broke commission on the sales price excluding seller concessions shall input the listing with a **Net Sales (NS) designation in the compensation field.**

If a gross commission established in a listing contract is subject to court approval or to lender approval; and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court or by a lender. The method by which the deduction will be calculated must be clearly communicated to potential cooperating brokers prior to the first showing. **However, if concession costs are to be deducted and a dollar amount or percentage is impossible to determine at the time of listing, then the listing broker must define the term “concession” in regards to that particular listing, in the “showing instructions” field and make it clear to the cooperating broker what their compensation will be based on.**

NOTE: Be sure to define “concession cost” in “compensation comments” or “showing instructions” if commission is to be based on the net sale.

Withdrawals/Cancellations - Withdrawal forms are requested by MLS through our Documentation Requests. **The entering of an incorrect withdrawal status is a serious violation and offenders will be fined at \$25.00 per offense.**

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