



POLICY MANUAL
NORTHEAST FLORIDA MULTIPLE LISTING SERVICE, INC.
(dba realMLS)

Hereinafter referred to as "NEFMLS" or "MLS"

August 17, 2024

THE POLICIES OUTLINED WITHIN THIS DOCUMENT ARE MEANT TO IMPLEMENT, NOT TO PRECLUDE OR OVERRIDE THE BYLAWS AND RULES & REGULATIONS OF THE NORTHEAST FLORIDA MULTIPLE LISTING SERVICE, INC. IF IN CONFLICT, THE PROVISIONS OF THE BYLAWS AND RULES & REGULATIONS SHALL PREVAIL, WITH BYLAWS ULTIMATELY PREVAILING.

Note: All policies apply to all Participants, Subscribers, MLS Only Customers, At-Large Customers, and all Real Estate Licensees (licensees), Personal Assistants, Office Assistants and other Users of the MLS system affiliated with the forgoing, unless otherwise specified herein.

Times ending on a Saturday, Sunday or Federal Holiday shall be extended to the end of the next day that is not a Saturday, Sunday or Federal Holiday.

APPLICATION FEE

Participants and Subscribers joining NEFMLS for the first time or who have not been members of either NEFMLS or a shareholder association within the last 24 months shall be assessed an application fee. There will be a reinstatement fee for a participant or subscriber who resigns in good standing and returns within 24 months. MLS-ONLY members do not have access to tax data as it can be acquired elsewhere. REALTOR applications and member records are processed and maintained by Northeast Florida Association of Realtors, Inc. ("NEFAR") while At-Large Customer and MLS Only Customer applications are processed and maintained by NEFMLS.

PARTICIPATION FEES

Participation fees are assessed in the amount approved from time to time by the Board of Directors of NEFMLS times the number of licensees associated with the Participant. Broker Participants are responsible for payment of fees to NEFMLS for their licensee Subscribers. An annual statement shall be made available online to the Participant no later than the first week of June and is due and payable on or before July 15th of that year. Individual invoices are available online and will not be physically provided. Fees shall be prorated monthly for Participants, Subscribers, and State Certified Appraisers joining NEFMLS after the first day of the month. Fees shall be due beginning on the first day of the month in which the application is submitted.

PARTICIPATION FEES for MLS ONLY

Participation fees are assessed in the amount approved from time to time by the Board of Directors of NEFMLS times the number of licensees associated with the Participant. MLS ONLY Participants are responsible for payment of fees to NEFMLS for their licensee Subscribers. An annual statement shall be made available online to the Participant no later than the first week of June and is due and payable on or before July 15th of that year. Individual invoices are available online and will not be physically provided. Fees shall be prorated monthly for MLS ONLY Participants and Subscribers joining NEFMLS after the first day of the month. Fees shall be due beginning on the first day of the month in which the application is submitted.

DUAL MEMBERSHIP FEES

If Participant holds an active real estate license and an active appraiser license and desires separate membership records for each company under which they intend to transact business, participation fees must be paid in full for each of the separate membership records. Payment for Dual Membership allows Participants to affiliate real estate licensees with their real estate specific membership record and affiliate appraiser licensees with their appraiser specific membership record. If Participant only desires one membership record, Dual Membership is not required.

AT-LARGE FEES and BOARD OF CHOICE

NEFMLS offers REALTOR members, who choose to not join NEFAR, but are members of other REALTOR associations to have access to each other's services for a fee. The Participant and the Subscriber must sign the NEFMLS At-Large AGREEMENT FORM (cooperate, arbitrate and abide by the rules of NEFMLS). At-Large Applicants must submit a letter in good standing from their primary MLS organization with their MLS application. Listings must first be entered into the Listing Broker's primary MLS. Only the Participant and the Subscriber who want to have access and/or put an unlimited number of listings in the system must pay the annual fees.

NONPAYMENT OF PARTICIPATION FEES

A late fee shall be imposed for each Participant, Subscriber, state certified appraiser, or affiliate who has not paid their NEFMLS fees by July 15 at which time a late fee is applied. If annual fees remain unpaid as of July 31 the Participant, Subscriber, state certified appraiser or affiliate shall be terminated and all NEFMLS services will cease. A reinstatement fee will be required in addition to the late fee after service has been terminated. If the Participant's annual fees are paid but all Subscribers of the Participant are not paid by August 31st the Participant and all Subscribers shall be terminated and all NEFMLS services will cease. This includes but is not limited to, termination of access, deleting of listings from the computer, and all other services provided by NEFMLS. Fees for reinstated participants, subscribers or MLS-Only Participants and their licensees for whom NEFMLS received fees for the previous calendar year, but for whom NEFMLS did not receive annual fees within 180 days of September 1 of the current year, shall be an amount equal to NEFMLS current annual fees and assessments plus an amount equal to any outstanding fees.

NEFMLS FINANCIAL STATEMENT

Any budget or financial statement of the NEFMLS is available to any Participant to view at NEFMLS's headquarters upon request.

CASH PAYMENT

Cash will not be accepted.

SIGNATORIES

The NEFMLS Chief Executive Officer (CEO), Chief Operating Officer (COO), President, President-Elect, Treasurer and Secretary are authorized signatories for checks, EFT or ACH transactions. Any check in excess of \$2500 shall require two (2) signatures, or one (1) signature plus written authorization from one of the signatories. EFT and ACH transactions in excess of \$2500 shall require the written authorization of two (2) signatories. A copy of all authorizations by a signatory, along with a copy of the associated check, EFT, or ACH transaction, will be kept together electronically in a protected folder or in a locked file at the NEFMLS's headquarters.

DEPOSIT OF NEFMLS FUNDS

All monies received by NEFMLS for any purpose shall be deposited to the credit of NEFMLS in a financial institution or institutions selected by the CEO at the direction of the Board of Directors.

OBLIGATING NEFMLS

No Officer, Director or staff member shall, outside of their authorized budget or scope of prior-approved funding, obligate financially NEFMLS without the express written consent of the Board of Directors.

CHARITABLE DONATIONS

As a general guideline, all NEFMLS charitable donations should go to charitable organizations (501 c3) which support:

- Real Estate/Housing Related Needs
- Technology Research/Education
- Basic Needs (Food, Shelter, & Clothing)

SIGNING OF CONTRACTS

All contracts obligating NEFMLS financially, whether or not within the authorized budget or scope of prior-approved funding, must be signed or expressly approved in writing by the President or the CEO.

NSF CHECKS¹, CLOSED ACCOUNTS or DISPUTED CREDIT or DEBIT CARDS

Anyone obligated to NEFMLS for any fees, deposits or penalties, and who renders a check which does not have sufficient funds therefor ("NSF checks"), closed account or disputes a credit or debit card charge shall be considered as still obligated. Upon being notified by NEFMLS, Inc. either orally or in writing, anyone so obligated who does not make the payment good within ten (10) days shall be assessed a reprocessing fee by the NEFMLS' processing service which is used to collect checks electronically. NOTICE: If a check is returned for non-sufficient funds, the issuer expressly authorizes the issuer's account to be electronically debited or bank drafted for the amount of the check plus any applicable fees. The use of a check for payment is acknowledgement and acceptance of this policy and its terms and conditions. Should a check be returned as NSF, the issuer's account is charged with the state regulated NSF fee to cover the cost of collection. If the check writer's account is charged, the NEFMLS' processing service will keep a record of this bad check information for a minimum period of one year and may affect the payor's future check writing privileges.

LISTINGS

All offices are required to add their own listings to the MLS system. A fee is required for adding listings by NEFMLS staff. Participant must provide NEFMLS staff with a correctly completed profile sheet. Any changes to listings will only take place upon staffs' receipt of the change in writing and signed by the participant. NEFMLS, Inc. maintains the right to select, at random, listings from the NEFMLS MLS database and request that the Participant who holds those listings submit a copy of the listing agreement together with any addendums or extensions when applicable as well as the page displaying the listing address and signature page from the Purchase and Sale agreement (personal information may be redacted). A notice shall be sent to the Participant requiring the paperwork be submitted to the NEFMLS within 48 hours of request being sent. If the participant submits the required paperwork to NEFMLS on time but is not completed properly (example: lack of proper signatures; required information lacking, dates not matching timelines as specified by NEFMLS Rules & Regulations, etc.), the Participant will be assessed a fee according to Appendix A PENALTIES.

The Corporation retains the right to request a copy of the signed Buyers Agreement from the Participant. The Participant is required to submit a copy of the signed agreement and any addenda, if any, to the Corporation within 24 hours upon request. Failure to submit the agreement within 24 hours of the request will result in a major citation fine according to Appendix A PENALTIES, and further auditing.

REFUNDS

NEFMLS application and participation fees are not refunded except under the following conditions: 1) Applicant has paid fees at the time of applying for membership in the NEFMLS and membership is declined by NEFMLS; 2) Applicant has paid fees at the time of applying for membership in the NEFMLS and applicant withdraws his application prior to being approved for membership; or 3) Applicant has paid fees at the time of applying for membership in NEFMLS, but dies prior to processing and approval of membership. Refunds for any other reason are prohibited. Refunds, if warranted, will be issued following a 15-day waiting period.

MESSAGES

NEFMLS computer messages must describe only current listings. Information of a personal nature or for the purposes of recruiting or advertising of personal property may not be entered into the NEFMLS computer. Exception: a "needs" message may be entered as long as it relates to real estate. (Ex: participant needs a short-term rental). NEFMLS reserves the right to purge messages at any time for any reason.

NEFMLS STATISTICS

NEFMLS statistical information may be compiled by the NEFMLS staff and provided to NEFMLS Participants and Subscribers. Staff is prohibited from providing any NEFMLS information to a non-member for unauthorized use. However, exceptions are permitted with the approval of the CEO for the Media or other instances at the discretion of the CEO.

ACCURACY OF INFORMATION

NEFMLS statistical and other information published and disseminated by NEFMLS, as filed and compiled from information provided by members is communicated verbatim, without change by NEFMLS. NEFMLS does not verify such information and disclaims any responsibility for its accuracy. By becoming a Participant or Subscriber, the Participants and Subscribers agree to hold NEFMLS harmless against any and all liability arising from any inaccuracy or inadequacy of the information provided by such Participant or the Participant's Subscriber.

SOFTWARE and SERVICE

All software and services provided by NEFMLS are subject to a charge.

PARTICIPANT RESPONSIBILITY OF CONFIDENTIALITY

A MAJOR VIOLATION fine of \$1000 shall be automatically assessed against any Participant or Subscriber who provides their username and password or allows access to any NEFMLS system to any non-member. Participants or their licensee Subscribers may reproduce from the NEFMLS compilation and distribute to prospective purchasers a reasonable number of single copies of property listing data contained in the NEFMLS compilation which relate to any properties in which the prospective purchasers are or may, in the judgment of the Participant or their licensee Subscribers, be interested. Nothing contained herein shall be construed to preclude the Participant from utilizing, or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the Participant. Failure to comply with IDX rules or VOW rules is subject to a MAJOR VIOLATION fine as defined in **Appendix A**.

OTHER FEES:

Dues Late Fee	\$ 50
Reinstatement Fee	\$100
Add Listing Fee for members	\$ 25
Add Listing Fee for nonmembers	\$175 (Plus a \$60 one time setup fee)
NSF, closed account or Disputed credit or debit card	\$ 25

NOTE: Unless otherwise specified herein any office, Participant or Subscriber that has a past due statement for any fees in excess of 45 days may be made inactive.

DATA LICENSING SERVICE

Data Licensing services include:

IDX (Internet Data Exchange): Used to display MLS listings on a Participant's or Subscriber's website for consumer searches and information. Includes all property types, Active, Pending, and 3 years of Sold listing data (can be requested back to January 1, 2012, if needed)

VOW (Virtual Office Website): Used to create a Virtual Office Website. Through a VOW, you are capable of providing real estate brokerage services to consumers having first established a broker-

consumer relationship (as defined by Florida law). When operating a VOW, you must obtain the identity of each Registrant and their agreement to terms of use of the VOW. Data includes all property and all statuses (3 years of sold but may request data back to 01/01/2012).

Back Office: Listing Data obtained for internal Brokerage use only. This includes all listing data and can be used in office applications such as compensation calculators, internal inventory, transaction systems, etc. but may not be displayed to the general public. Data includes all property and all statuses (3 years of sold but may request data back to 01/01/2012).

Brokerage Data: Listing Data directly associated with a particular office or its Participant or licensee Subscriber either as a listing or selling brokerage/agent.

Listing data is available via a RETS (Real Estate Transaction Standards) server or an API server.

There is a \$72.00 annual fee for each type of data license requested. Pricing is subject to change without notice.

Details and how to obtain a data license can be found on our website at

<https://www.realmis.com/data-products>

APPENDIX A PENALTIES and VIOLATIONS

UPDATED October 27, 2021

PENALTIES and VIOLATIONS

(NOTE: Also see Section 9 of the NEFMLS Rules and Regulations for governance on the violation process.)

The success of NEFMLS depends on the commitment of all Participants and Subscribers to adhere to the NEFMLS Rules and Regulations for operating the Multiple Listing Service. Anyone may report the discovery of inaccurate or incomplete information in the MLS database. Members may report inaccurate information in the database by using the "Report Error" feature located on the Listing Detail Page within the MLS system. Any other policy violations that exist outside of the database may be emailed to NEFMLS Staff at DataCompliance@realMLS.com. Members must provide their name when filing a complaint but may request and will be granted anonymity. NEFMLS Staff will check the database to confirm reported violations. Once the violation is confirmed by NEFMLS Staff, NEFMLS will serve as the complainant.

Penalties in the form of CITATION VIOLATIONS and MAJOR VIOLATIONS may be assessed for violations of MLS Rules and Regulations, inaccurate information posted in the MLS and violations of the MLS Standards of Conduct. See Appendix A for PENALTIES and VIOLATIONS.

Corrections to violations must be made within 24 hours of the notice of violation being sent by NEFMLS to the violator. NEFMLS Staff is not authorized to make corrections without written permission from the Listing Broker. Subscribers and their Participants are expected to have systems in place to correct and respond to violations within the 24-hour time frame to avoid a fine.

The penalty for the first CITATION VIOLATION will be a warning issued to both the Participant and Subscriber. If CITATION VIOLATION is not cured within 24-hours a fine will be issued. Documentation of all penalties will be kept in the NEFMLS compliance tracking system. The penalties and/or fines for the different types of violations are defined in Appendix A. The same violations are considered cumulative.

ALL FINES must be paid within 10 days of the fine being issued. The fines will double if not paid within 10 days. If all fines are not paid within 30 days, further action may be imposed by the NEFMLS Board of Directors. Unpaid fines may result in additional action by the NEFMLS Board of Directors including, but not limited to, suspension, expulsion and other remedies including legal action.

The following are PENALTIES and VIOLATIONS of the Northeast Florida Multiple Listing Service, Inc. (NEFMLS).

These are in addition to other potential violations of the NEFMLS Bylaws, NEFMLS Standards of Conduct, REALTOR Code of Ethics, and NEFMLS Rules and Regulations. The NEFMLS Board of Directors has the right to impose additional fines for offenses or other violations of the policies and/or rules of NEFMLS. Nothing herein shall override specific fines otherwise contained in any of the aforementioned documents.

TYPES of PENALTIES

CITATION VIOLATIONS are those which can be timely corrected. A CITATION VIOLATION shall be defined as a violation of NEFMLS Rules and Regulations - Section 1.2 Detail on Listings Filed with the NEFMLS. A Listing Agreement or Property Data Form and all data entered into the NEFMLS system by the listing broker or their representative shall be **complete and accurate in every detail which is ascertainable**, per the rules and definitions established by NEFMLS including without limitation all required and applicable fields and details. CITATION VIOLATIONS for incomplete or inaccurate information must be corrected within 24 hours of notification to avoid issuance of a fine.

MAJOR VIOLATIONS are either those which cannot be corrected because the damage has already been done (e.g., cannot go back in time and submit the listing within 24 hours after the 24 hours has passed) OR those which are especially damaging to cooperating brokers and/or consumers.

Unauthorized Access: Providing unauthorized access to any NEFMLS provided system (e.g., sharing username and/or password with anyone) is an automatic \$1,000 fine.

Coming Soon Policy Violations: Presenting and/or Accepting a Purchase and Sale Agreement while listing is in the Coming Soon status will result in an automatic \$1,000 fine for the first offense. A second offense will result in a fine of 1% of the purchase price, not to exceed \$15,000.

Offers of Compensation: Use of the MLS System or any NEFMLS offered non-MLS mechanism to make offers of compensation to buyer brokers or other buyers representatives is strictly prohibited. Subscriber shall be incur an automatic \$1000 fine and given 24 hours to fix. If the offending wording making an offer of compensation is not resolved within 24 hours of being notified, the Participant (Managing Broker) will also be fined \$1000.

FINE SCHEDULE:

CITATION VIOLATION

1st offense Written warning sent to the listing agent and their broker, retained in NEFMLS MARC System, and \$50 fine if not corrected within 24 hours

2nd offense Automatic \$100

3rd offense Automatic \$200
NEFMLS

MAJOR VIOLATION

Automatic \$200

Automatic \$400

Up to \$15,000 and subject to

Board of Directors review which would determine the conditions and amount of the fine

ALL Violations must be corrected within 24 hours after notification. CITATION VIOLATION and MAJOR VIOLATION FINES must be paid within 10 days from the date of the notification. The CITATION VIOLATION or MAJORVIOLATION FINE will double if not paid within 10 days. If all CITATION VIOLATION and MAJOR VIOLATION FINES are not paid within 30 days, further action may be imposed by the NEFMLS Board of Directors at their discretion.

MAJOR VIOLATION FINES may be imposed due to repetitive offenses (more than 3 within a year) or refusal to pay a CITATION VIOLATION or MAJOR VIOLATION FINE. VIOLATIONS may result in CITATION VIOLATIONS, MAJOR VIOLATIONS as well as penalties that may include suspension, expulsion and other remedies such as filing an ethics complaint with NEFAR for violations and any legal action if necessary.

All VIOLATION FINES collected will be donated annually to the NEFAR Charitable Foundation prior to November 30 of each year.

EXAMPLES OF VIOLATIONS:

(NOTE: This list includes examples of CITATION VIOLATIONS and MAJOR VIOLATIONS. The lists are not all inclusive, but rather intended to communicate the general nature of the different VIOLATION types.)

CITATION VIOLATIONS

- Using street name field for advertising
- Listing multiple floor plans on same lot
- Missing required field information
- Incorrect credit for a sale
- Mobile or Manufactured home not identified as such

CITATION VIOLATIONS CONTINUED

Failure to disclose proper listing type
Failure to disclose broker/Participant/Subscriber as owner
Failure to notify of a change in member status
Failure to report rental sale as a monthly total
Adding a listing to the incorrect Property Type
Incorrect Property Sub-Type

MAJOR VIOLATIONS

Late Listing
Late status change
Late price change, extension, or change in items
Contact information in directions, public remarks, photo(s) or virtual tours
Release of confidential or private information
Deliberate removal of address information from expired listings
Failure to put a listing in withdrawn status if not available for showing
False depiction of a property via photo or virtual tour
Failure to correct a violation after being notified
Falsely submitting a listing
Failure or refusal to submit a listing as required
Falsely extending a listing
Failure to comply with IDX rules
Failure to comply with VOW rules
Failure to respond to a request for information from NEFMLS
Granting unauthorized access to any property
Publishing a lockbox or alarm code within a listing
Failure to provide a valid Buyers Agreement within designated time frame

DUE PROCESS

Members have the right to request a waiver of a fine and to request a hearing if such waiver request is denied.

REQUEST FOR WAIVER:

If Subscriber and/or Participant believe a fine for a penalty has been issued in error, a "Request for Waiver" of the fine may be made to the NEFMLS staff. The violation must be corrected prior to requesting a waiver. If Subscriber and/or Participant does not file a request for waiver within 10 days of the notice of the violation being issued, the violation shall be final and the fine shall be due.

[Request for Waiver of MLS Violation Fine \(Form\)](#)

WAIVER DECISION - REQUEST FOR HEARING (\$100 Filing Fee):

If Subscriber and/or Participant disagree with the "Request for Waiver" decision, either or both may request a hearing within 10 days of receiving the results of the "Request for Waiver". The hearing panel will be comprised of at least 3 members of the MLS Data Compliance Committee and will be held in accordance with the procedures set forth in the National Association of REALTORS® Code of Ethics and Arbitration Manual within one (1) month of the "Request for Hearing" being received. If Subscriber and/or Participant does not file a "Request for Hearing" and pay the \$100 Filing Fee within 10 days of the "Request for Waiver" decision being issued, the violation shall be deemed final, and the fine shall be due. The findings of the hearing panel regarding the violation are final.

Request for Hearing on Waiver Decision (Form)

PROCEDURAL PROCESS - REQUEST FOR HEARING:

If Subscriber and/or Participant believe procedural deficiencies or other lack of procedural due process may have deprived them of the opportunity for a full and fair hearing, either or both may request a procedural review. A procedural review is not an opportunity to relitigate the decision of the NEFMLS Staff's waiver denial or the MLS Data Compliance Committee hearing panel decision. When submitting a Procedural Review Request, the Subscriber and/or Participant shall set forth in reasonable detail the alleged procedural deficiencies or other irregularities they believe constitutes a deprivation of due process (e.g., fraud, coercion, bias, prejudice, evident partiality, etc.) on the part of the Hearing Panel members or others acting on behalf of NEFMLS. Procedural Review Requests will be administratively reviewed by the NEFMLS Chief Executive Officer within 10 days of receipt. The Procedural Review Hearing, comprised of NEFMLS Board of Directors panelists, will be held in accordance with the procedures set forth in the National Association of REALTORS® Code of Ethics and Arbitration Manual within one (1) month of the "Request for Hearing on Procedural Process" being received.

Request for Hearing on Procedural Process (Form)

The NEFMLS Board of Directors reserves the right, at their discretion, to charge a Participant and/or Subscriber with rules violations, including the possibility of additional fees or fines, suspension or expulsion, rather than utilizing the citation process. Thus, the fines outlined in Appendix A for PENALTIES and VIOLATIONS may not be all inclusive.

MLS Participants and Subscribers receiving more than three (3) CITATION VIOLATIONS and/or MAJOR VIOLATIONS in a calendar year will be required to attend a hearing for their actions and violations of MLS rules. NEFMLS reserves the right to allow each member more than three administrative type sanctions specifically for violations pertaining to listing information provided

by Participants and Subscribers, before requiring a hearing. NEFMLS must send a copy of all administrative sanctions against a Subscriber to the Subscriber's Participant and the Participant is required to attend the hearing of a Subscriber who has received more than three (3) administrative sanctions within a calendar year.

SUSPENSION OF MLS ACCESS

In the event a violation or decision is deemed final (whether by exhausting all remedies provided under the Data Integrity Policy, this Policy Manual, or due to the failure to timely request a waiver, hearing, or procedural review) and the Participant and/or Subscriber has not paid the fine imposed required within the time provided therefore, their access to all MLS provided systems will be suspended until the fine balance is paid in full.

Similarly, in the event a Participant or Subscriber fails to complete any educational course required by a final decision, and to provide proof of completion thereof to MLS staff, within the time provided in the decision, their access to all MLS provided system will be suspended until they complete the course and provide sufficient proof of completion to MLS staff.

If a Participant has their access to all MLS provided systems suspended, for any reason, any Subscriber affiliated with that Participant shall also have their access to all MLS provided systems suspended until the Participant's access is restored.

If Subscriber has their access to all MLS provided systems suspended, and payment of the fine is still not received, the office which holds the license of the non-compliant Subscriber will have all MLS provided systems suspended for all Subscribers within the Participant's office until the fine(s), late fee(s), and reinstatement fee(s) are received by NEFMLS.

AUDITS

A Data Integrity Team (comprised of MLS Staff) will audit and track MLS activity, notify Participant/Subscriber and assess applicable fines. A monthly report to the NEFMLS Board of Directors will be provided. Fines will be assessed per Participant/Subscriber.