

MULTIPLE LISTING SERVICE

MLS

MLS ORIENTATION

BAYEAST
ASSOCIATION OF REALTORS®

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NON-COMPLIANCE OF MLS RULES



- Can result in a fine
- Make sure you know the rules

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MLS RULES

- Who writes these rules?
- How are violations submitted?
- How can I get a copy?

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7.5 MANDATORY LISTINGS FINED FOR FIRST NON-COMPLIANCE

- Listings are required to be submitted to the MLS within 3 days after all necessary signatures of the seller(s) have been obtained.
- Only those listings that are within the territorial jurisdiction of Bay East MLS, CCAR MLS and East Bay Regional MLS must be submitted.

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7.6 EXEMPTED LISTINGS FINED FOR NON-COMPLIANCE

- If the seller refuses to permit the listing to be disseminated by the service the listing broker shall submit to the MLS within 3 days a certification signed by the seller that the seller does not authorize the listing to be disseminated by the service.

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SECTION 7.6 MLS RULES



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www.bayeast.org



SELLER'S INSTRUCTION TO EXCLUDE LISTING FROM THE MLS (Multiple Listing Service)

According to MLS Rules, Section 7.6, this form must be submitted to the Association/MLS office within 3 days.
FAX (925) 738-6266 or email mls@bayeast.org

This waiver is being submitted for Property located at: _____

Listing Agreement Date: _____ Listing Expiration date: _____

Property listed with following firm: _____

1. **EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes a seller's property to all real estate agents and brokers who are participants or subscribers to the MLS, all real estate agents and brokers receiving access to the MLS by way of an MLS reciprocal agreement, and potential buyer clients of those agents and brokers. The MLS may further transmit the MLS database to Internet sites that post property listings online, including national compilations of properties for sale (such as Realtor.com) and possibly even international compilations of properties for sale (such as worldproperties.com).

2. **CLOSED/PRIVATE LISTING SUBGROUPS OF CLUBS:** The MLS provides broad exposure for listed property. Closed or private listing clubs or subgroups are not the same as the MLS. They are accessible to a more limited number of licensees and generally offer less exposure for listed property. Whether listing property through a closed, private network – and excluding it from the MLS – is advantageous or disadvantageous to a seller, and why, should be discussed with the seller's listing agent.

3. **IMPACT OF EXCLUSION OF PROPERTY FROM MLS:** If Property is excluded from the MLS, Seller understands and acknowledges that: (a) real estate agents and brokers from other real estate offices who have access to that MLS, and their buyer clients, may not be aware that Seller's Property is offered for sale; (b) information about Seller's Property will not be transmitted to various real estate Internet sites used by public to search for property listing; (c) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property; and (d) the reduction in exposure of the Property may lower the number of offers made which may adversely impact the sales price.

4. **SELLER OPT-OUT:** Seller certifies that Seller understands the implications of not submitting Property to the MLS and instructs Broker as following (Check one):

- A. ☐ Do not submit Property to the MLS Until _____ (DATE MUST BE ENTERED) or
B. ☐ Do not submit Property to the MLS during the entire listing period

By signing below, Seller acknowledges that Seller has read, understands, accepts and has received a copy of this waiver form

Owner/Seller: _____ Date: _____

Owner/Seller: _____ Date: _____

Listing Agent: _____ Print Name _____ Signature _____

Listing Agent Phone #: _____ Listing Agent Member #: _____

Listing Broker: _____ Print Name _____ Signature _____

Listing Broker Phone #: _____ Listing Broker Member #: _____

No substitute waiver form may be submitted other than C.A.R. "SLS" (Seller Instruction to exclude listing from the MLS) form.

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SECTION 7.6 MLS RULES

4 **SELLER OPT-OUT:** Seller certifies that Seller understands the implications of not submitting Property to the MLS and instructs Broker as following (Check one):

- A. ☐ Do not submit Property to the MLS Until _____ (DATE MUST BE ENTERED) or
 B. ☐ Do not submit Property to the MLS during the entire listing period

By signing below, Seller acknowledges that Seller has read, understands, accepts and has received a copy of this waiver form

Owner/Seller: _____ Date: _____

Owner/Seller: _____ Date: _____

Listing Agent: _____
 Print Name Signature

Listing Agent Phone #: _____ Listing Agent Member # _____

Listing Broker: _____
 Print Name Signature

Listing Broker Phone #: _____ Listing Broker Member # _____

No substitute waiver form may be submitted other than C.A.R. "SEL" (Seller Instruction to exclude listing from the MLS) Form

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11.5 PHOTOGRAPHS

At least one front exterior photo required upon submission



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10.1 – 10.3 STATUS CHANGES FINED FOR NON-COMPLIANCE

- Listing broker shall submit any change in the original listing agreement to the MLS within one day after the authorized change is received.
- By submitting such changes to the MLS the listing broker represents that the listing contract has been modified in writing to make such change.

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7.9 EXTENDING/WITHDRAWN LISTING FINED FOR NON-COMPLIANCE

- Listings of property may be withdrawn from the MLS by the broker before the expiration date of the listing agreement.
- Falsely reporting can result in a fine.
- By withdrawing such listing, listing broker represents that he has legally sufficient written authorization to withdraw the listing.

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7.16 CHANGE TO OFFER OF COMPENSATION

Any change in compensation will be effective after the change has been published in the MLS.

In no event shall the listing broker revoke or modify the offer of compensation without the cooperating broker's consent.

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9.7 CHANGE TO COMPENSATION OFFER BY COOPERATING BROKER

Shall not use the terms of an offer to purchase to attempt to modify the listing broker's offer of compensation nor make the submission of an executed offer to purchase contingent on the listing broker's agreement to modify the offer of compensation. However, failure of a cooperating broker to comply with this rule shall not relieve a listing broker of the obligation to submit all offers to the seller as required by Section 9.4

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7.22 DUAL OR VARIABLE RATE COMMISSION

A dual or variable rate commission is one in which the seller or owner agrees to pay a specified commission if the property is sold by the listing broker/seller without assistance; and a different commission if the sale results through the efforts of a cooperating broker; or a different commission if the sale results through the efforts of a seller or owner.

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7.22 DUAL OR VARIABLE (CONTINUED)

If the cooperating broker is representing a buyer or tenant, the cooperating broker must then disclose such information to his or her client before client makes an offer to purchase or lease.

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8.4 INPUT DEFINED

The data fields are to be used only for the information specified (on the Input Sheet) for that data field.



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9.1 SHOWINGS & NEGOTIATIONS

Properties entered into the system must be available to show within 3 days
(exception, tenant's right or unless seller or other wise in writing)



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7.2.1 LIMITED SERVICE LISTINGS

7.2.2 ENTRY ONLY LISTINGS



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12.5 MISUSE OF REMARKS

Public Remarks

- a. Information in the public remarks shall only relate to the marketing, description and condition of the property.
- b. No contact information is permitted, including names, phone or fax numbers, email addresses or website addresses (including virtual tours and transaction tracking URLs).
- c. No showing instructions are permitted, including references to lockbox, alarm, gate or other security codes, or the vacancy of the property. However, a statement that the property shall be delivered vacant is not a violation.
- d. No information directed toward real estate agents or brokers, including compensation or bonuses offered to cooperating brokers may be shown in public remarks.

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12.5 MISUSE OF REMARKS

Confidential Remarks

- a. "For Comp Purposes Only" must appear in the first line of confidential remarks when a listing is entered for that purpose.
- b. References to codes, burglar alarm, security system, gate codes or combo lockbox code may only be placed in confidential remarks only with seller's written permission.
- c. Caution: Title or escrow information may be entered in confidential remarks; however, participants/subscribers should note that any verbiage which implies a requirement to use a specific title company or escrow service may be a violation of RESPA. You are advised to seek legal counsel for specific advice when using such verbiage.

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12.5 MISUSE OF REMARKS

Confidential Remarks

- d. Except for reciprocal listings, no reference may be made to licensees who are not participants or subscribers.
- e. No reduction conditions on compensation offered through the MLS for items such as lender reductions of gross commission, short sale negotiator fees or other administrative costs of the transaction is allowed.
- f. Agents that prefer to put in confidential remarks when offers will be presented must update any change in presentation date and time prior to twenty four (24) hours of the new date and/or time of presentation.

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SECTION 12.7 & 12.8

12.8.1 Advertising of Listing in Printed Neighborhood Market Report. Subject to the conditions set forth in (a) through (c) below, as well as throughout these Rules, Participants and Subscribers may include the listings of others in their printed "Neighborhood Market Reports." The "Neighborhood Market Report" is defined as an advertising and/or information sheet (typically appearing in the form of a postcard, flier or newsletter) compiled by and/or for use by a licensee which sets forth a list of home activity in a particular neighborhood area. Advertising appearing in newspapers, magazines or other classified forms is not included in the definition of "Neighborhood Market Report" and is not authorized by this Rule 12.8.1.

(a) Consent. A listing broker may refuse to permit others to advertise his listing in the "Neighborhood Market Report" (i.e. "opts-out") on a listing by listing basis. Participants and Subscribers are not permitted to include listings in their Neighborhood Market Report from which listing broker has opted out and will be responsible for verifying that they have permission to advertise all listings contained in their Neighborhood Market Reports. Nothing in this section shall preclude a Participant or Subscriber from including Sold Properties in their Neighborhood Market Report even if the listing broker has "opted out" (reference Rule 12.7).

(b) Allowable Listing Content. Broker Participants and R.E. Subscribers may include only those portions of the MLS compilation consisting of the following: property address (and whether attached or detached), status, price, number of bedrooms, number of bathrooms, number of garages (and whether attached or detached), square footage, lot size, year built, tract or development name, and if there's a pool. Display of other fields, as well as confidential information and photographs, is prohibited.

(c) Each "Neighborhood Market Report" shall include the following disclaimer:

Based on information from the _____/Association of REALTORS® (alternatively, from the _____ MLS) as of _____ (date the AOR/MLS data was obtained). All data, including all measurements and calculations of area, is obtained from various sources and has not been, and will not be, verified by broker or MLS. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information.

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4. UNAUTHORIZED MLS ACCESS



- The participant is responsible for payment of all fees.
- If the participant or the licensee has not paid the imposed fee and the participant allows the licensee access to the MLS compilation, he is in violation of unauthorized access.
- Participants are required to notify the MLS within 10 days when accepting the affiliation of a new licensee.

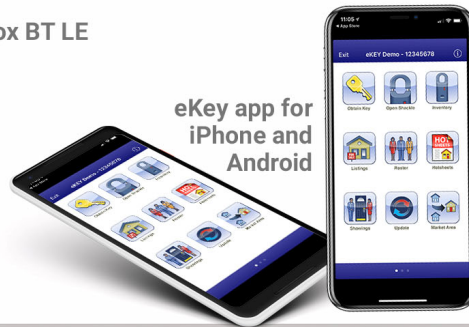
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SUPRA KEY



iBox BT LE



eKey app for
iPhone and
Android



XpressKey

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SUPRA LOCKBOX



- Use of lockbox Key by someone other than registered key holder.
- Placement of lockbox without written authority of seller and tenants.
- Unauthorized entrance into a listed property (i.e. Failure to follow the showing instructions.)
- Failure to remove lockbox after close of escrow.

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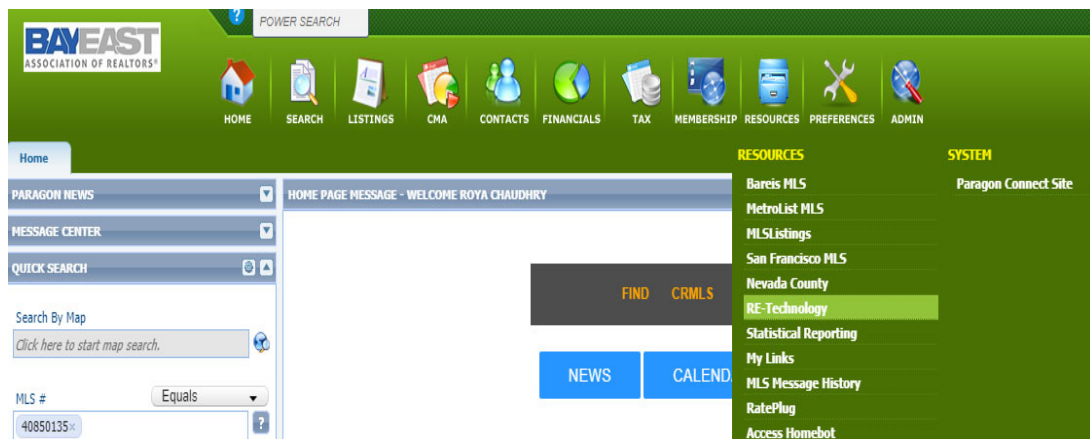
MLS Mobile App



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Your MLS, Smarter.

To Access: Login to Paragon MLS, Click on "Resources" tab on top

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LEGAL HOTLINE FOR REALTOR®

(213) 739-8282



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