

# SANDBOX RULES

LEARNING HOW TO PLAY NICE

# MEGAN McFARLANE

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Megan has been involved in the MLS industry for thirteen plus years.

She was a panelist at the 2019 CMLS CEO Conclave and has been a panel speaker at the Zillow MLS Forum, Region XI, and a presenter at the MLS Customer Training Conference for the last three years. McFarlane created an MLS Orientation presentation that has been distributed to and used by MLS's nationwide.

She is an active member of the National MLS Users Group, as well as the Council of MLS and Real Estate Standards Organization. She currently sits on the MLS User Acceptance Group Council for MLSs.

In 2010 she received her Train-the-Trainer certification for the MLS platform, in 2017 she received her CMLX1 Designation and in July 2018 she received her CMLX2 Designation. In 2019 Megan was jury selected to participate in CMLX3's Leadership Designation and graduated in October 2019.

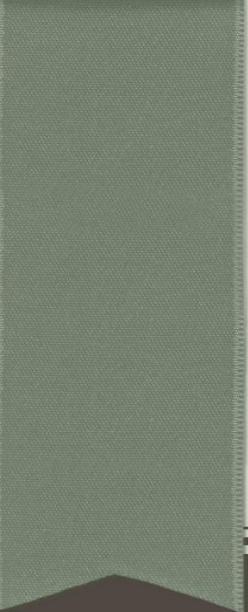


# ANTITRUST COMPLIANCE

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The sponsor and instructor of this course fully complies with all Antitrust and Competition Laws.

- This course complies with all international, national, and state antitrust and competition laws
- This course increases competition among its attendees by providing information
- This course's actions do not function to reduce competition
- This course provides a forum for a free and open discussion of diverse opinions without in any way attempting to encourage or sanction any particular business practice
- This course is not a forum for MLSs to develop collective action plans that would reduce competition



# SANDBOX RULES

LEARNING HOW TO PLAY NICE

## N.A.R.'s COMPLIANCE

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Every year NAR publishes the most current handbook on MLS policy & on MLS Rules and Regulations.

Every two years, ALL REALTOR MLSs must submit their MLS Rules & Regulations to NAR for approval.

Rules are identified as M, R, O, I

M \_\_\_\_\_  
R \_\_\_\_\_  
O \_\_\_\_\_  
I \_\_\_\_\_

## NAR's THOUGHTS ON MLS

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The multiple listing service, or MLS, is a facility that allows real estate professionals to \_\_\_\_\_ local property listings in support of the interests of clients and customers. REALTORS® enjoy an economical, efficient system of sharing real property information and facilitating \_\_\_\_\_ transactions, while their clients and customers have access to the most accurate and up-to- date property information available.

There are hundreds of MLSs across the country, which use a common set of rules to enable a smooth \_\_\_\_\_ of information in their local communities. MLSs provide a means for participants to offer \_\_\_\_\_ to other participants and enhance cooperation among them.

## NAR's THOUGHTS ON MLS

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As applications of Internet technology to the real estate business have increased in number, quality, and acceptance by the public, most real estate brokerage firms have established "online identities." MLSs have adopted Internet Data Exchange (IDX) programs as a means of enhancing cooperation between REALTORS®.

Under IDX, brokers exchange \_\_\_\_\_ to display each other's listings on participants' websites and using applications for mobile devices that participants control. Many MLSs, as a service to their members, also provide listing information to third-party aggregators such as realtor®.com and others through syndication or other similar type agreements, unless the broker withholds consent.

# KEY DEFINITIONS SANDBOX RULES!



# KEY DEFINITIONS (M)

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A Multiple Listing service is:

- A facility for the orderly \_\_\_\_\_ of listing information so participants may better serve their clients and customers and the public.
- A means by which authorized participant make \_\_\_\_\_ of to other participants (acting as subagents, buyer agents or in other agency or nonagency capacities defined by law
- A means of enhancing \_\_\_\_\_ among participants
- A means by which information is \_\_\_\_\_ to enable authorized participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers
- A mean by which participants engaging in real estate appraisal \_\_\_\_\_ to common databases.

# KEY DEFINITIONS

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A MLS Participant is:

- The word participant, shall be construed to mean the \_\_\_\_\_ of a firm participating in the MLS
- Participatory rights shall be held by an individual principal
- Participation is dependent on
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
- on an on-going basis.

# KEY DEFINITIONS

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A MLS Subscriber or User is:

- The words Subscriber or User are used to refer to \_\_\_\_\_, sales licensees and licensed and certified real estate appraisers affiliated with an MLS Participant.
- Subscriber or User may also refer to an \_\_\_\_\_ or \_\_\_\_\_

# KEY DEFINITIONS

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## Various Types of Listings:

### Exclusive Right-to-Sell Listing

A \_\_\_\_\_ **agreement** under which the listing broker acts as the agent or the legally recognized non-agency representative of the sellers(s) and the seller agrees to \_\_\_\_\_ to the listing broker, **regardless** of whether the property is sold through the efforts of the \_\_\_\_\_. except that the seller may name one or more individuals or entities as exemptions in the listing agreement and if the property is sold to any exempted individual or entity, the seller is not obligated to pay a commission to the listing broker.

# KEY DEFINITIONS

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## Various Types of Listings:

### Exclusive Agency Listing

A **contractual agreement** under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller and the seller agrees to **pay a commission** to the listing broker **if the property is sold through the efforts of any real estate broker.**

If the property is sold solely through the \_\_\_\_\_, the seller is not obligated to pay a commission to the listing broker.

# KEY DEFINITIONS

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## Various Types of Listings:

### Open Listing

A **contractual agreement** under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller and the **seller agrees to pay a commission to the listing broker only if the property is sold through the efforts of the listing broker**

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### NOTE

These definitions are provided to facilitate categorization of listings in MLS Compilations. In any area of conflict or inconsistency, state law or regulation take precedence. If state law permits brokers to list property, on either an exclusive or open basis, without establishing an agency relationship, listings may not be excluded from MLS Compilations on the basis that the listing broker is not the seller's agent

## KEY DEFINITIONS

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A MLS may as a matter of local option, accept exclusively listed property that is subject to \_\_\_\_\_.

If such listings do not show a \_\_\_\_\_, they may be included in a separate section of the MLS compilation of \_\_\_\_\_ listings.

# KEY DEFINITIONS

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## **Listing Content Defined:**

Listing Content as used in the NAR's Multiple Listing Policies, including the model MLS Rules & Regulations, includes, but is **not limited** to:

- photographs,
- images,
- graphics,
- audio and video recordings,
- virtual tours,
- drawings,
- descriptions,
- remarks narratives,
- pricing information, and
- other details or information related to listed property

# LISTING PROCEDURES

SANDBOX RULES!



WILLIAM BLAKE SAID YOU CAN SEE THE WHOLE WORLD IN A GRAIN OF SAND, BUT HE DOESN'T ALWAYS MAKE A LOT OF SENSE

# LISTING PROCEDURES (M)

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**Listings of real or personal property of the following types:**

- Single family homes for sale, exchange, or \_\_\_\_\_
- Vacant lots and acreage for sale, exchange, or \_\_\_\_\_
- Two-family, three-family, and four-family residential buildings for sale, exchange, or \_\_\_\_\_
- Commercial property for sale, exchange, or \_\_\_\_\_

# LISTING PROCEDURES

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**Listings MUST be located within:**

- MLS's \_\_\_\_\_
- In some MLS's, listings located outside the MLS service area will be accepted if submitted \_\_\_\_\_ by a Participant
- For the New Mexico MLS that would be where?

# LISTING PROCEDURES

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**Listings MUST be filed by:**

- 48 hours
  - After all necessary signatures of seller(s)

# LISTING PROCEDURES

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## CLEAR COOPERATION POLICY (M)

***Within one business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants.***

***Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.***

# LISTING PROCEDURES

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## CLEAR COOPERATION POLICY (M)

**Exclusive listing information for required property types must be filed and distributed to other MLS Participants for cooperation under the Clear Cooperation Policy.**

**This applies to listings filed under Section 1 and listings exempt from distribution under Section 1.3 of the NAR model MLS rules, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be filed with the service and is not currently available to other MLS Participants.**

# LISTING PROCEDURES

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## EXCLUSIVE RIGHT-TO-SELL LISTINGS

- Conventional form of listings submitted to the MLS
- Seller authorizes the listing broker to cooperate and compensate other brokers within the MLS.

## EXCLUSIVE AGENCY LISTINGS

- It's still an Exclusive Right-to-Sell that listing broker to offer cooperation and compensation but reserves the right to sell the property on an unlimited or basis.
- The listing is **still marketed** to syndication agreements within the MLS

AVAILABLE

Maintain Listing

Features

Financial

(131) Seller Pays NM GRT?

(132) GRT Code

(133) GRT Code  
200 characters left.

(135) List Type   
Exclusive Agency

(136) NM Real Estate Licensee

(101) 3rd Party Approval

(106) Short Sale   
No

(107) REO/Bank Owned

(109) Auction

Input Fields: 121  
# of Fields: 58  
Remaining Fields: 41

# LISTING PROCEDURES

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## EXCLUSIVE OFFICE

- The seller is \_\_\_\_\_ their right for the property to be listed in the MLS. MLS Waiver Form is signed by seller and submitted to the MLS Office
- This means the seller  can or  cannot advertise or market their own property.

## EXCLUSIVE NON-AGENCY

- There is no \_\_\_\_\_ from the broker

# LISTING PROCEDURES

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## OPEN LISTING

- Contractual Agreement where the Listing broker acts as the Agent or the legally recognized non-agency representative of the Seller
- Seller agrees to pay a commission to listing broker only if the property is sold through the efforts of the listing broker

## NET LISTING

- Contractual Agreement in which the Seller specifies the net amount he must receive from the sale of the property
- Listing broker retains commission on the difference between the price at which the property is sold and the specified net amount to be received by the seller

# LISTING PROCEDURES

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## TYPES OF PROPERTY (O)

- ALL listings submitted is entered into within the scope of the Participant's licensure as a real estate broker.
- A property only may be entered into the MLS under one property classification.
- The following are some of the types of properties that my be submitted through the MLS:
  - RESIDENTIAL
  - RESIDENTIAL INCOME
  - SUBDIVIDED VACANT LOT
  - LAND & RANCH
  - BUSINESS OPPORTUNITY
  - MOTEL / HOTEL
  - MOBILE HOMES
  - MOBILE HOME PARKS
  - COMMERCIAL INCOME
  - INDUSTRIAL

# LISTING PROCEDURES

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## LISTINGS SUBJECT TO RULES & REGULATIONS OF THE SERVICE (R)

- Any Listings taken on a contract is to be entered into the MLS

**WHY?**

- Subject to the Rules & Regulations of the MLS upon signature of the Seller

**WHY?**

**WHY IS THIS SO IMPORTANT?**

# LISTING PROCEDURES

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## DETAIL ON LISTINGS FILED WITH THE SERVICE (R)

- A Listing Agreement or Property Data Form, when entered into the MLS shall be \_\_\_\_\_ in every detail which is ascertainable by property data sheet

**WHY IS THIS SO IMPORTANT?**

# LISTING PROCEDURES

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## LIMITED SERVICE LISTING (O)

Listing agreements under which the listing broker  WILL  WILL NOT provide one or more of the following services:

- Arrange appointments for cooperating brokers to show listed property to potential buyer but instead gives cooperating brokers authority to make such appointment with the seller
- Accept and present to the seller offers to purchase procured by the cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly with seller
- Advise the seller as to the merits of offers to purchase
- Assist seller in developing, communicating, or presenting counter-offers
- Participate on the seller's behalf in negotiations leading to the sale of the listed property

# LISTING PROCEDURES

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## AUCTION LISTINGS (O)

Listings that are subject to auction MUST meet the following minimum requirements:

- A valid listing agreement must exist
- A list price must be entered (starting bid is acceptable)
- Unconditional compensation must be offered
- Some degree of brokerage relationship must be in place for the duration of time the listing is in the MLS

## EXEMPTED LISTINGS (M)

- If the seller \_\_\_\_\_ to permit the listing to be in the MLS, the Participant may take the listing (Office Exclusive) and such listing shall be filed with the service but not \_\_\_\_\_ to the participants.
- Participant shall file with \_\_\_\_\_ a Office Exclusive Listing form signed by the seller
- Office Exclusive Listing Form MUST be submitted to the MLS office within \_\_\_\_\_ hours after all signatures of the sellers have been obtained on the Listing Agreement.

# LISTING PROCEDURES

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## CHANGE OF STATUS OF LISTING (R)

- Change in listed price or other change in the original listing agreement shall be made only when authorized in writing by seller
- 48 hours – (excepting weekends, holidays and postal holidays) after the authorized change is received by the listing broker

# LISTING PROCEDURES

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## WITHDRAWAL OF LISTINGS PRIOR TO EXPIRATION (M)

Listings of property may be withdrawn from the MLS by the listing broker before the expiration date of the listing agreement provided:

- Notice is filed with the MLS
- Copy of the Listing Agreement authorizing the withdrawal is on file with the MLS

## CONTINGENCIES APPLICABLE TO LISTINGS (R)

Any contingency or conditions of any term in a listing shall be \_\_\_\_\_ to the Participants

## LISTING PRICE SPECIFIED (M)

The \_\_\_\_\_ listing price stated in the Listing Agreement will be included in the information published in the MLS unless the property is subject to \_\_\_\_\_

# LISTING PROCEDURES

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## LISTING MULTIPLE UNIT PROPERTIES (O)

All properties which are to be sold or which may be sold separately must be indicated \_\_\_\_\_ in the listing and on the Property Data Form. When part of a listing has been sold, notification shall be given to the MLS within 48 hrs (excepting weekends, holidays and postal holidays)

## NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS (M)

The MLS shall not \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, OR \_\_\_\_\_ commission rates or fees for services to be rendered by Participants.

The MLS shall not \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, OR \_\_\_\_\_ the division of commissions or fees between cooperating Participants or between Participants and non-Participants.

## EXPIRATION OF LISTINGS (M)

Listings filed with the MLS shall bear a \_\_\_\_\_ termination date as stated in the Listing Agreement.

# LISTING PROCEDURES

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## TERMINATION DATE ON LISTINGS (M)

Listings filed with the service shall  shall not  bear a definite and final termination date, as negotiated between the listing broker and the seller

## SERVICE AREA (M)

Only listings of the designated types of property located  within or  out the Service Area of the MLS are required to be submitted to the service. Listings of property located outside the MLS's Service Area will be accepted if submitted \_\_\_\_\_ by a participant but cannot be required by the service.

# LISTING PROCEDURES

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## **LISTINGS OF SUSPENDED and/or EXPELLED PARTICIPANTS (M)**

Why would a Participant be suspended and/or expelled?

- **Violation of Code of Ethics**
- **Violation of Association Bylaws**
- **Violation of MLS Bylaws**
- **Violations of MLS Rules & Regulations**
- **Other membership obligation failure** (doesn't include failure to pay fees, dues or charges)

What happens to the Suspended and/or Expelled Participant's listings?

- **May be retained in the MLS until sold, withdrawn or expired**
- **May not be renewed or extended in the MLS beyond the expiration date of the LA**
- **If due to failure to pay dues, fees, or charges, an association MLS is not OBLIGATED to provide MLS services, including continued inclusion of the suspended/expelled participant's listings in the MLS – Participant shall be advised in writing**

What happens to the Suspended and/or Expelled Participant if suspended/expelled from the New Mexico Association of REALTORS?

# LISTING PROCEDURES

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## LISTINGS OF RESIGNED PARTICIPANTS (O)

What happens when a Participant resigns?

- MLS  is  is NOT obligated to provide services, including continued inclusion of the resigned participant's listings
- Prior to removal of listings, the resigned participant shall be advised in writing of the intended removal

How does a Participant resign?

- A Participant resigns in writing and brings current all financial obligations
- Resignation is effective \_\_\_\_\_ hours from receipt of written notification and payment of any outstanding balance due to the MLS

What happens to the resigned Participant's Listings?

- Active and Pending listings of the resigned Participant shall have their status changed to

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# LISTING PROCEDURES

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## PROPERTY SPECIFIC REMARKS (M)

Only verbiage allowed is property specific information.

- \_\_\_\_\_ internet links
- \_\_\_\_\_ advertisements
- \_\_\_\_\_ personal/company promotions
- \_\_\_\_\_ contact information
  - Includes telephone numbers, email addresses and website

## LEAD BASED PAINT DISCLOURE (O)

LBP Disclosure MUST be uploaded to the MLS on any listing that indicates Lead Based Paint Disclosure is required.

- **EXCEPTION:** where seller expressly directs that such disclosure documents \_\_\_\_\_ through the MLS

# LISTING PROCEDURES

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## LEAD BASED PAINT DISCLOURE (O)

Real Estate Brokers Must:

- **Inform the seller of their obligations** under the Real Estate Notification and Disclosure rule. (The broker is responsible if the seller / lessor fails to comply, unless the failure involves specific lead-based paint or lead-based paint hazard information that the seller or lessor did not disclose to the broker)
- Provide, as part of the contract process, an **EPA-approved information pamphlet** on identifying and controlling lead-based paint hazards titled Protect your Family from Lead in Your Home.
- Provide a **10-day period to conduct a paint inspection or risk assessment** for lead-based paint or lead-based paint hazards. Parties may mutually agree, in writing, to lengthen or shorten the time period for inspection. Homebuyers may waive this inspection opportunity
- <https://www.epa.gov/lead/real-estate-disclosures-about-potential-lead-hazards>
- This should be **discussed with and signed by the Seller prior to them signing a agreement.**



# LISTING PROCEDURES

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## VIRTUAL MEDIA (M)

Virtual Media field shall only contain a URL link directly to the Virtual Media for that specific property listing

Virtual Media is defined as:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Virtual Media  shall or  shall not contain:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

# LISTING PROCEDURES

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## PHOTOS (M)

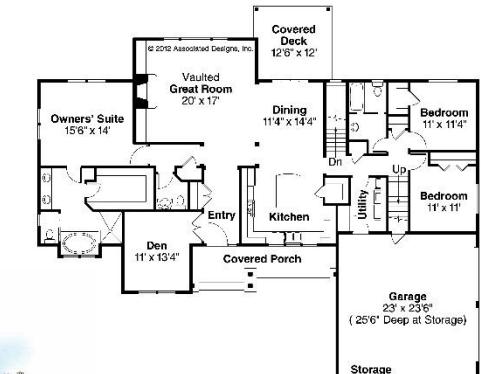
Listing Participant or Subscriber shall load at least \_\_\_\_\_ digital image of each property within 48 hrs after all necessary signatures of seller(s):

- Single Family - detached or attached
- Manufactured
- Farm & Ranch
- Vacant Land
- Residential Income homes

Digital images submitted to the MLS shall only contain listing property:

- Floor plans
- Rendering of the listed property
- Plat maps

If listed property has a dwelling, at least \_\_\_\_\_ image must be of \_\_\_\_\_ of the dwelling. Proposed construction or under are exempt.



# LISTING PROCEDURES

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## PHOTOS - continued

If the listed property is vacant land, at least \_\_\_\_\_ image must be of the street view of the lot

The required image for vacant land (if not accessible by roadway) may be:

- \_\_\_\_\_
- \_\_\_\_\_

Digital images  should or  should **NOT** contain contact information such as :

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

ALL photos submitted to the MLS are subject to \_\_\_\_\_ based on the above criteria

Should seller expressly direct that **NO** photographs appear in the MLS, the Participant shall submit a MLS Photo Waiver Form, signed by the seller and listing broker within \_\_\_\_\_ hrs. after all signatures have been obtained. MLS administrator will provide a digital image of the MLS logo for photo placement

# LISTING PROCEDURES

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## PARTIAL LISTINGS (O)

All properties entered as a Partial Listing will remain a partial listing for \_\_\_\_\_ days

Partial Listing are **NOT** considered filed with the MLS but are subject to all Rules & Regulations of the service.

# LISTING PROCEDURES

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## NEW RULES (M)

### ADVERTISING YOUR SERVICES AS “FREE”

A broker  can or  cannot advertise their services as “FREE”?

### PROPERTY ADDRESSES

A broker  does or  does not need to display the property address

### DISPLAY OF LISTING BROKER’S OFFER OF COMPENSATION (M)

Participants and Subscribers who share the listing broker’s offer of compensation for an active listing  does or  does not need to display a disclaimer

“The listing broker’s offer of compensation is made only to participants of the MLS where the listing is filed” (M)

# SELLING PROCEDURES SANDBOX RULES!

HIS CAREER OF BEING A GREAT  
REALTOR HAD BEGUN IN THE SANDBOX



# SELLING PROCEDURES

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## SHOWINGS AND NEGOTIATIONS (M)

If \_\_\_\_\_ status and/or still actively marketing the property, listings must be able to be shown \_\_\_\_\_ or with a life video tour within 48 hours upon showing request (exceptions may apply if tenant occupied).

If property cannot be shown within 48 hours, the property must be placed into \_\_\_\_\_ status and all promotion, marketing, and advertising must cease within 24 hours of status change.

Appointments for showings and negotiations with the seller for the purchase of listed property filed with the MLS shall be conducted through the listing broker except under the following circumstances:

- The listing broker gives the **cooperating broker** specific authority to show and/or negotiate directly, or:
- After reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers.

# SELLING PROCEDURES

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## PRESENTATION OF OFFERS (M)

The listing broker \_\_\_\_\_ make arrangements to present the offer:

- As soon as possible, or:
- Give the **cooperating broker** a satisfactory reason for not doing so

# SELLING PROCEDURES

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## SUBMISSION OF WRITTEN OFFERS (M)

The listing broker shall submit to the seller \_\_\_\_\_ written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between seller and listing broker.

Unless:

- The subsequent offer is contingent upon the \_\_\_\_\_ of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the offer

Participant representing buyers or tenants shall submit to the buyer/tenant:

- \_\_\_\_\_ offers and counter-offers until acceptance
- And, shall recommend to obtain legal advice when there is a question whether a pre-existing contract has been terminated.

# SELLING PROCEDURES

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## RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER (M)

The cooperating broker has the right:

- To participate in the presentation to the seller of any offer they secure to purchase/lease

The Cooperating Broker  DOES  DOES NOT have the right to be present at any discussion or evaluation of a counter-offer made by Seller.

However, if the seller gives written instructions to the Listing broker that the cooperating broker not be present when an offer is presented, the cooperating broker has the right to a copy of the sellers' written instructions.

NONE OF THE ABOVE DIMINISHES THE LISTING BROKERS' RIGHT TO CONTROL THE ESTABLISHMENT OF APPOINTMENTS FOR SUCH PRESENTATIONS.

# SELLING PROCEDURES

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## RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER (M)

*Cooperating participants or their representatives **have the right to participate in the presentation** of any offer they secure to purchase or lease to the seller or lessor. **They do not have the right to be present at any discussion** or evaluation of the offer by the seller or lessor and the listing broker. However, **if a seller or lessor gives written instructions to a listing broker that cooperating brokers may not be present when offers they procure are presented, cooperating brokers have the right to a copy of those instructions.** This policy is not intended to affect listing brokers' right to control the establishment of appointments for presentation of offers.*

*Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, stating that the offer has been submitted to the seller, or a written notification that the seller has waived the obligation to have the offer presented.*

# SELLING PROCEDURES

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## RIGHT OF LISTING BROKER IN PRESENTATION OF OFFER (M)

The Listing broker has the right:

- To be participate in the presentation of any counter-offer made by the seller.

The Listing Broker  ~~DOES~~ DOES NOT have the right to be present at any discussion or evaluation of a counter-offer made by Buyer.

However, if the buyer gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the buyers written instructions.

# SELLING PROCEDURES

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## REPORTING STATUS CHANGES TO THE MLS (M)

- Status changes which include:
  - \_\_\_\_\_
  - \_\_\_\_\_
- 48 hours – cooperating broker shall report accepted offers and prices to listing brokers
- 48 hours – listing broker to report them to the MLS after receiving notice from the cooperating broker

# SELLING PROCEDURES

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## REPORTING RESOLUTIONS OF CONTINGENCIES (M)

- Listing broker has \_\_\_\_\_ hrs to report a contingency on file when it has been:
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
- Reporting to the MLS is accomplished by the Listing broker when?  
\_\_\_\_\_

## ADVERTISING OF LISTING FILED WITH THE MLS (M)

Prior to closing, a listing  shall or  shall not be advertised by any Participant other than the listing broker without the prior consent of the listing broker. After closing, the cooperating broker  may or  may not advertise that he participated in the sale of the property.

# SELLING PROCEDURES

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## REPORTING CANCELLATION OF PENDING SALE (M)

- Listing broker has \_\_\_\_\_ hrs to report a cancellation of any pending sale
- What happens to the listing?

## REPORTING SALES OF LISTING REQUIRED TO BE SUBMITTED TO THE MLS (O)

The Listing Participant shall provide to the MLS:

- \_\_\_\_\_
- \_\_\_\_\_

The Listing broker has \_\_\_\_\_ hrs. to file the sold information, even if listing was withdrawn prior to the closing date?

This requirement shall terminate upon the termination of a listing agreement, unless the Listing Participant received \_\_\_\_\_ for the sale of the listing.

# SELLING PROCEDURES

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## REPORTING SALE OF LISTING NOT REQUIRED TO BE SUBMITTED TO THE SERVICE (O)

A Selling Participant is encouraged to report the sale of listings that are not required to be submitted to the MLS.

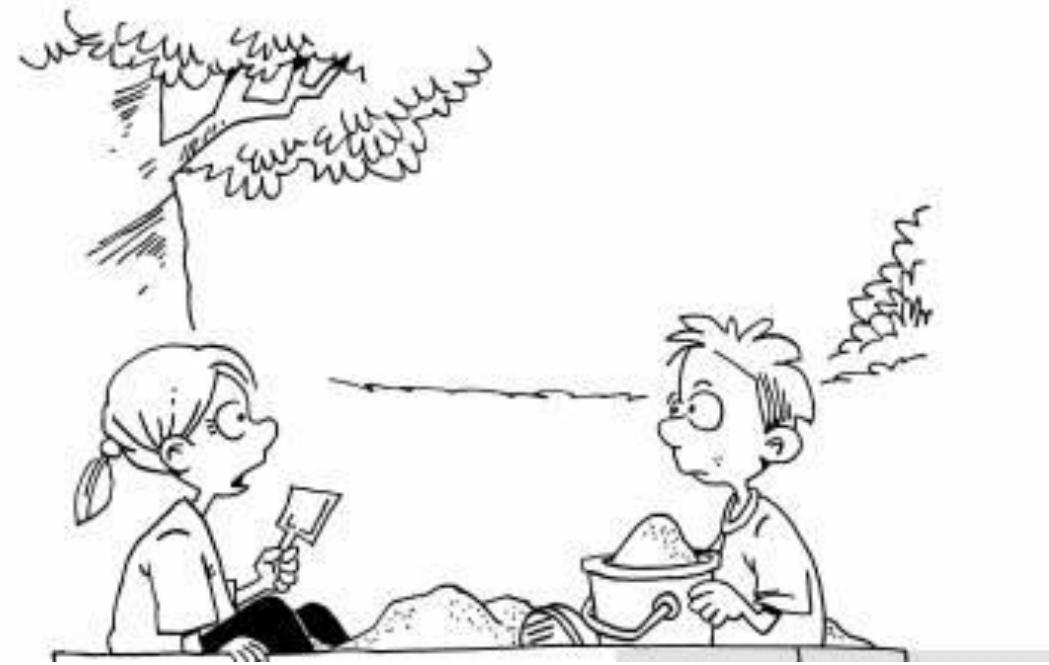
What needs to happen to do so? \_\_\_\_\_

## AVAILABILITY OF LISTED PROPERTY (O)

The Listing Broker  SHALL  SHALL NOT misrepresent the availability of access to show or inspect the listed property

REFUSAL TO SELL

SANDBOX RULES!



I REALLY ENJOY OUR SANDBOX TIME TOGETHER,  
BUT I DON'T THINK I'M READY TO COMMIT TO A  
LONG-TERM RELATIONSHIP

# REFUSAL TO SELL

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## REFUSAL TO SELL (R)

If the seller of any listed property entered into the MLS refused to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be \_\_\_\_\_ to the MLS and all Participants.

How is this communicated?

## PROHIBITIONS

SANDBOX RULES!



SURE, I TOOK YOUR SHOVEL, ETHICS DOESN'T  
KICK IN FOR A YEAR OR TWO!

# PROHIBITIONS

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## INFORMATION FOR PARTICIPANTS ONLY (M)

Any listing filed with the MLS  shall  shall not be made available to any broker or firm not a member of the MLS without the prior consent of the listing broker

## “FOR SALE” SIGNS (M)

Only the “FOR SALE” signs of the \_\_\_\_\_ may be placed on the property

Who regulates policy on signage of a broker/brokerage? \_\_\_\_\_

## “SOLD” SIGNS (M)

Prior to closing, only the “SOLD” sign of the \_\_\_\_\_ may be placed on a property unless the \_\_\_\_\_ authorizes the \_\_\_\_\_ to post such a sign

# PROHIBITIONS

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## **SOLICITATION OF LISTING FILED WITH THE MLS (M)**

Participants  shall  shall not solicit a listing on property entered into the MLS unless such solicitation is consistent with ARTICLE 16 of the REALTORS Code of Ethics, its Standards of Practice and its Case Interpretations.

**WHY?**

**WHY ELSE?**

# PROHIBITIONS

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## USE OF THE TERMS MLS & MULTIPLE LISTING SERVICE (O)

No MLS Participant, Subscriber, or affiliated with any Participant, shall through the name of their firm, their URLs, their email addresses, their website addresses, or in any other way **represent, suggest, or imply that the individual or firm is** \_\_\_\_\_.

No MLS Participant, Subscriber, or affiliated with any Participant, shall through the name of their firm, their URLs, their email addresses, their website addresses, or in any other way **represent, suggest, or imply that** \_\_\_\_\_ **are able to search MLS databases available only to Participants and subscribers.**

This does not prohibit Participants and subscribers from representing that any information they are authorized under MLS Rules & Regulations to provide clients or customers is available on

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# PROHIBITIONS

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## HOTsheet REMARKS (O)

A Hotsheet is a report that reflects \_\_\_\_\_ and shall include but not limited to:

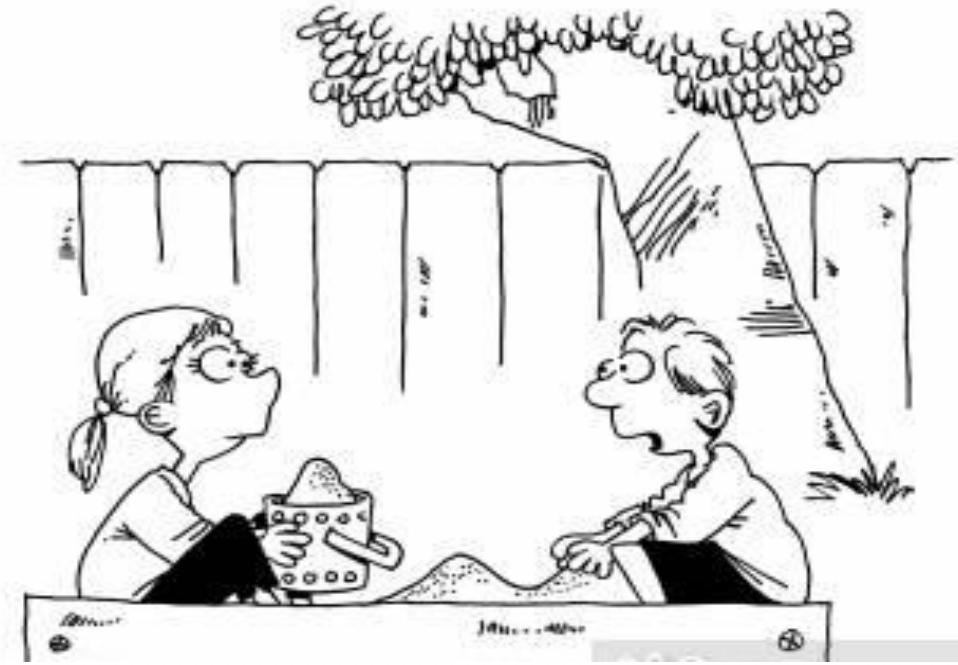
1. \_\_\_\_\_

2. \_\_\_\_\_

All remarks on the Hotsheet should be limited to comments related to the property. NO \_\_\_\_\_ shall be permitted.

## DIVISION OF COMMISSIONS

SANDBOX RULES!



MY MOM'S PREGNANT. AT FIRST I WAS WORRIED  
ABOUT THE COMPETITION UNTIL I  
REMEMBERED I AM THE INCUMBENT

# DIVISION OF COMMISSIONS

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## COMPENSATION SPECIFIED ON EACH LISTING (M)

The listing broker shall specify on each listing entered into the MLS, the compensation offered to other MLS Participants for their MLSs in the sale of such listing.

Offers are \_\_\_\_\_, except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of sale or as otherwise provided for in this rule.

Filing a property with the MLS, the Participant of the MLS is making a \_\_\_\_\_ of compensation to the other MLS Participants and shall specify on each listing filed with the MLS the compensation to be offered to the other MLS Participants.

## WHY IS SPECIFYING THE COMPENSATION SO IMPORTANT?

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# **DIVISION OF COMMISSIONS**

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**COMPENSATION SPECIFIED ON EACH LISTING - Continuing**

**WHO DETERMINES THE AMOUNT OF COMPENSATION?**

**ARE THE AMOUNTS FOR LISTING BROKER AND COOPERATING BROKER THE SAME?**

**MAY THE LISTING BROKER ADJUST THE COMPENSATION?**

**ARE THERE ANY RULES ON THE DIVISION OF THE COMMISSION?**

**DOES THE LISTING BROKER HAVE TO DISCLOSE THE AMOUNT OF TOTAL NEGOTIATED COMMISSION?      HOW ABOUT THE MLS?**

# **DIVISION OF COMMISSIONS**

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## **COMPENSATION SPECIFIED ON EACH LISTING - Continuing**

CAN THE LISTING PARTICIPANT AND THE COOPERATING BROKER MODIFY THE COMPENSATION?

CAN THE LISTING BROKER CHANGE THE COMPENSATION AT ANY TIME?

# DIVISION OF COMMISSIONS

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## DISCLOSING POTENTIAL SHORT SALES (M & O)

Are Participants required to disclose potential short sales?

What happens with the gross commission?

When disclosed, Participants may at their discretion, advise other Participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between Listing and Cooperating Participants.

When disclosed, Listing Participants shall do so in writing the total reduction in the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced within \_\_\_\_\_ hours of receipt of certification from the lender.

# **DIVISION OF COMMISSIONS**

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## **DISCLOSURE WHEN NEW MEXICO GROSS RECEIPT TAX IS NOT BEING PAID BY SELLER (O)**

Do Participants need to disclose when NM GRT is not being paid by seller?

### **PARTICIPANT AS PRINCIPAL (M)**

If a Participant or a licensed or certified appraiser affiliated with a Participant has any ownership interest in a property, the listing of which is to be disseminated through the MLS, that person shall \_\_\_\_\_ when the listing is filed with the MLS.

HOW?

### **PARTICIPANT AS PURCHASER (M)**

If a Participant or a licensed and certified appraiser affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed when and how?

# DIVISION OF COMMISSIONS

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## DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS (M)

What is a Variable Rate Commission?

Does the Listing Broker have to disclose there is a variable rate commission?

# SERVICE CHARGES/FEES & NON-PAYING ASSISTANTS

SANDBOX RULES!



WITH OR WITHOUT A PRIVATE SANDBOX?

# **SERVICE CHARGES/FEES & NON-PAYING ASSISTANTS (M)**

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## **SERVICE FEES AND CHARGES**

An annual fee will be charged to all Participants in an amount determined by \_\_\_\_\_ to finance the activities of the MLS. For new Participants the fee is \_\_\_\_\_ . All fees are paid prior to activation of service.

What is the annual dues year?

## **INITIAL PARTICIPATION FEE**

An applicant for Participant in the service pays an application fee called:

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## **INITIAL SUBSCRIBER FEE**

An applicant for subscribing in the service shall pay a \_\_\_\_\_.

# SERVICE CHARGES/FEES & NON-PAYING ASSISTANTS (M)

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## RECURRING PARTICIPANT FEE

Recurring fees, dues and charges shall be charged. The fees shall be the current dues rate times the total number of licensed real estate brokers and/or licensed or certified appraiser employed by, or affiliated as an independent contractor with such Participant.

All fees are **non-refundable** and are paid on an annual basis.

When does this not apply?

Why does this not apply to NMMLS Members?

# **SERVICE CHARGES/FEES & NON-PAYING ASSISTANTS (M)**

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**WITHIN THE NEW MEXICO MLS.....**

## **SECRETARY/ASSISTANT FEE**

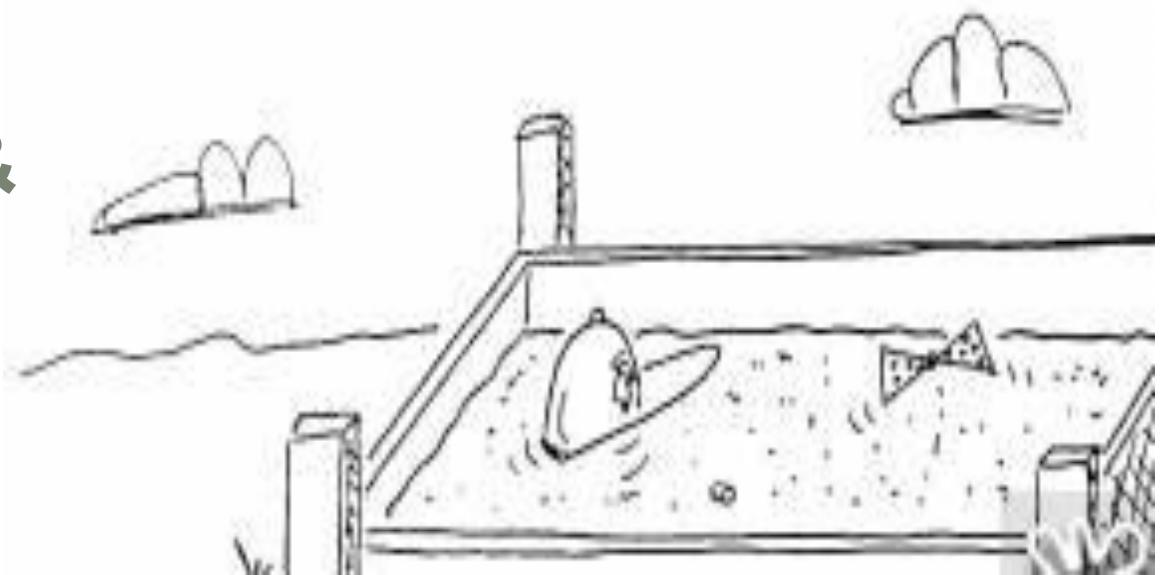
Each Subscriber or Office is permitted up to \_\_\_\_\_ non-paying secretaries and/or assistants. There is a one-time Secretary/Assistant fee.

## **ONE TIME LISTING FEES**

The service charges a one-time listing fee for non-Participants and non-Subscribers to list one listing in the MLS. The non-member MUST hold a current \_\_\_\_\_.

COMPLIANCE WITH RULES &  
REGULATIONS

SANDBOX RULES!



QUICKSANDBOX

# COMPLIANCE WITH RULES & REGULATIONS

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## COMPLIANCE WITH RULES & REGULATIONS – AUTHORITY TO IMPOSE DISCIPLINE (M)

Each Participant and Subscriber agrees to be subject to Rules & Regulations and \_\_\_\_\_ other MLS governance provision.

Through administrative and hearing procedures established in the Rules & Regulations, the service may impose discipline for violations of the Rules & Regulations and other governance provisions. Discipline may be imposed only if one or more of the following happen:

1. Letter of Warning
2. Letter of Reprimand
3. Attendance at MLS orientation or other appropriate courses/seminars that the Participant/Subscriber can reasonably attend taking into consideration of cost, location, and duration.
4. Appropriate fine not to exceed \$5,000
5. Suspension of MLS rights, privileges and MLSs for not less than thirty days nor more than one year
6. Termination of MLS rights, privileges, and MLSs with no right to reapply for a specified period not to exceed three years.

# **COMPLIANCE WITH RULES & REGULATIONS**

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## **COMPLIANCE WITH RULES & REGULATIONS – AUTHORITY TO IMPOSE DISCIPLINE - Continued**

Can a Participant or Subscriber be placed on probation?

Any subsequent finding of a violation of the MLS Rules & Regulations during the probationary period may at the discretion of the MLS Board of Directors result in the imposition of the suspended discipline.

Absent any subsequent findings of a violation during the probationary period, the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment.

# COMPLIANCE WITH RULES & REGULATIONS

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## COMPLIANCE WITH RULES & REGULATIONS (R)

What constitutes actions that are noncompliant with the Rules & Regulations?

1. \_\_\_\_\_ set forth within one month of the date due, and provided at least ten days notice has been given the service shall be suspended until service charges and/or fees are paid in full
2. \_\_\_\_\_ not pertaining to payment of MLS charges or fees

# COMPLIANCE WITH RULES & REGULATIONS

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## APPLICABILITY OF RULES & REGULATIONS TO SUBSCRIBERS/USERS (O)

Who are subject to the Rules and Regulations?

Who are subject to discipline measures for violation of the Rules & Regulations?

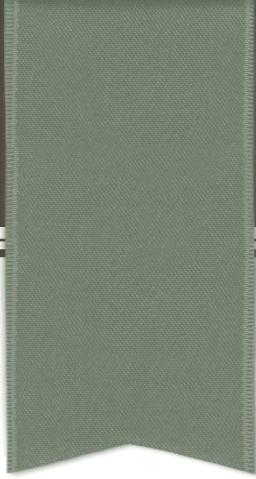
Who is ultimately responsible and subject to discipline measures?

# COMPLIANCE WITH RULES & REGULATIONS

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## FILING COMPLAINTS (M)

When requested by a complainant, MLSs must provide a process for processing complaints without \_\_\_\_\_ the complainant's identity. If the complaint is forwarded to hearing, then the MLS Committee, Compliance Committee, MLS Staff, or other representative must serve as the complainant when the original complainant  does or  does not consent to participating in the process or the disclosure of his/her name.



## ACCURACY OF DATA

SANDBOX RULES !



I SAID SAND WEDGE

# ACCURACY OF DATA

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## DISCREPANCIES IN INFORMATION IN THE MLS (O)

All information filed in the MLS MUST BE as accurate as possible and any discrepancies shall be reviewed by the:

1. \_\_\_\_\_;
2. \_\_\_\_\_; or
3. \_\_\_\_\_

As a possible violations of the Rules & Regulations.

The Listing Participant has the affirmative obligation to verify that all information filed with the MLS is accurate.

The Listing Participant shall provide \_\_\_\_\_ to verify data upon request of the MLS

The MLS may correct inaccurate data with written authorization of the Listing Participant.

ENFORCEMENT OF RULES &  
REGULATIONS OR DISPUTES

SANDBOX RULES!



GO OUTSIDE AND PLAY BUT STAY OUT  
OF THE SANDBOX, YOU KNOW WHAT THAT  
DOES TO YOUR CELL PHONE

# **ENFORCEMENT OF RULES & REGULATIONS OR DISPUTES**

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## **CONSIDERATIONS OF ALLEGED VIOALTIONS (M)**

The MLS Board of Directors, MLS Compliance Committee, or, their designee shall give consideration to all written complaints having to do with violations of the Rules & Regulations.

## **VIOLATIONS OF RULES & REGULATIONS (M)**

If the alleged offense is a violation of the Rules & Regulations of the MLS and does NOT involve a charge of alleged \_\_\_\_\_ or request for arbitration, it may be administratively considered and determined in accordance with these Rules & Regulations.

Alleged violations involving unethical conduct shall be referred to the \_\_\_\_\_ Committee of the local board or state association for processing in accordance with the policies and procedures of NMAR.

If the charge alleges a refusal to arbitrate, such charge shall be referred to the Board of Directors of \_\_\_\_\_

# ENFORCEMENT OF RULES & REGULATIONS OR DISPUTES

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## SERVICES PROCEDURE TO IMPOSE SANCTIONS (M)

Upon receipt of a possible violation of the MLS's Rules & Regulations, or when violations are discovered through monitoring, the MLS Administrator shall request that a Participant/Subscriber comply within \_\_\_\_\_.

If the violation is incapable of being cured, or the Participant/Subscriber does not comply with the Rules & Regulations within \_\_\_\_\_ after a notice of violation, Participant/Subscriber will be subject to the appropriate fine as set forth.

The MLS Administrator shall not have the authority to waive or modify fines but the MLS Board of Directors may grant time extensions, provide the Participant/Subscriber requests such extension within the \_\_\_\_\_ period after receipt of a notice of violation

# ENFORCEMENT OF RULES & REGULATIONS OR DISPUTES

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## SERVICES PROCEDURE TO IMPOSE SANCTIONS (M)

Upon written receipt of a possible violation of the MLS Rules & Regulations or when violations are discovered through monitoring, the Participant/Subscriber must comply with the MLS Rules & Regulations with \_\_\_\_\_ time frame.

What happens if the Participant/Subscriber does NOT comply?

Can the time frame be modified?

Can the fines be modified?

What happens if the violation CANNOT be cured or satisfied?

What type of violation CANNOT be fixed?

What happens if the Participant/Subscriber DOES NOT correct the violation within the time frame?

# **ENFORCEMENT OF RULES & REGULATIONS OR DISPUTES**

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## **SERVICES PROCEDURE TO IMPOSE SANCTIONS (M)**

What else may happen?

## **RIGHT TO REQUEST HEARING (M)**

The Participant or Subscriber may request a hearing to challenge any fine or sanction they are assessed.

All requests for a hearing must be filed in \_\_\_\_\_ within \_\_\_\_\_ days of receiving notice of fine or sanction.

What MUST accompany the hearing request?

What happens to the request?

Notice of \_\_\_\_\_ days is given for the Participant/Subscriber

# ENFORCEMENT OF RULES & REGULATIONS OR DISPUTES

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## RIGHT TO REQUEST HEARING (M)

What are the choices for the Participant/Subscriber following the initial hearing decision?

- **ACCEPT THE DECISION OF THE COMPLIANCE COMMITTEE**
- **REQUEST A RE-HEARING BASED ON NEW EVIDENCE**
  - SUMMARY OF NEW EVIDENCE
  - STATEMENT OF WHAT THE NEW EVIDENCE IS INTENDED TO SHOW AND HOW IT MIGHT AFFECT THE COMPLIANCE COMMITTEE PANEL'S DECISION
  - EXPLANATION OF WHY THE PETITIONER COULD NOT HAVE DISCOVERED AND/OR PRODUCED THE EVIDENCE AT THE TIME OF THE ORIGINAL HEARING.
  - COMPLIANCE COMMITTEE CHAIR WILL FORWARD WITHIN 5 BUSINESS DAYS IF GRANTED OR DENIED
  - ONLY ONE PETITION FOR REHEARING IS PERMITTED IN REFERENCE TO ANY ONE ALLEGED VIOLATION

# ENFORCEMENT OF RULES & REGULATIONS OR DISPUTES

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## RIGHT TO REQUEST HEARING (M)

- PARTICIPANT/SUBSCRIBER MAY APPEAL DECISIONS OF THE PANEL TO THE MLS BOARD OF DIRECTORS WITHIN 10 DAYS AFTER RE-HEARING REQUEST IS DENIED AND ACCOMPANIED BY A \$250 FEE.
- THE APPEAL SHALL BE HEARD BY A TRIBUNAL OF A LEAST THREE MEMBERS OF THE MLS BOARD WITHIN 30 DAYS FROM RECEIPT OF REQUEST FOR APPEAL.

## APPEAL TO MLS BOARD OF DIRECTORS (M)

Who MUST attend?

Who MAY attend?

Who selects the tribunal of MLS board members?

# ENFORCEMENT OF RULES & REGULATIONS OR DISPUTES

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## ACTION ON HEARING (M)

The Compliance Committee Panel or the MLS Board of Directors sitting as a hearing panel, may:

- Affirm the violation as issued, including the fine and discipline
- Modify the fine and/or discipline
- Remand to the Compliance Committee Panel or staff as applicable, for further consideration of fine and/or discipline
- \_\_\_\_\_

## RATIFICATION OF COMPLIANCE COMMITTEE DECISIONS (M)

After all re-hearing and appeal deadlines have passed, the MLS Board shall take action to ratify each decision of the Compliance Committee Panels.

What happens if the MLS Board does not ratify the decisions?

# ENFORCEMENT OF RULES & REGULATIONS OR DISPUTES

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## CONFIDENTIALITY (M)

All matters and discussions held by the Compliance committee Panels, MLS Board or staff in relation to alleged violations of the MLS Rules & Regulations are confidential and shall not be discussed except with who?

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

## COMPLAINTS OF UNETHICAL CONDUCT (M)

The MLS Board shall refer all other complaints of unethical conduct to NMAR for appropriate action in accordance with the professional standards procedures established in the NMAR Bylaws

# ENFORCEMENT OF RULES & REGULATIONS OR DISPUTES

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## COMPLAINTS OF UNAUTHORIZED USE OF LISTING CONTENT (M)

Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings and virtual tours, shall send notice of such alleged unauthorized use to the MLS. How?

- IN WRITING
- IDENTIFY THE UNAUTHORIZED CONTENT
- NO MORE THAN 60 DAYS AFTER THE ALLEGED MISUSE OF FIRST IDENTIFIED
- MAY NOT PURSUE ACTION IN COURT OF LAW WITHOUT FIRST COMPLETING THE NOTICE AND RESPONSE PROCEDURES

## MLS RULES VIOLATIONS (M)

MLS Participants may not take legal action against another participant for alleged rules violations unless the complaining participant has first exhausted the remedies provided in these rules

# CONFIDENTIALITY AND DISSEMINATION OF MLS INFORMATION

SANDBOX RULES!

I SEE OUR BROKERS  
ARE NETWORKING



# CONFIDENTIALITY AND DISSEMINATION OF MLS INFORMATION

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## CONFIDENTIALITY OF MLS INFORMATION (M)

Any information provided by the MLS to the Participant shall be considered official information of the MLS. Such information shall be considered \_\_\_\_\_ & \_\_\_\_\_ for the use of Participants and those Subscribers/Users affiliated with such Participants.

## THE SERVICE'S RESPONSIBILITY FOR ACCURACY OF INFORMATION (R)

The information published and disseminated by the MLS is communicated verbatim, without change by the MLS as filed with the MLS BY THE \_\_\_\_\_. The MLS does not verify such information provided and disclaims any responsibility for its accuracy.

Each Participant agrees to:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Against any liability from any inaccuracy or inadequacy of the information the Participant provides.

# CONFIDENTIALITY AND DISSEMINATION OF MLS INFORMATION

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## ACCESS TO COMPARABLE AND STATISTICAL INFORMATION

### Who has access to the data?

**Members, who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building**, and who do NOT participate in the MLS, are entitled to receive all information other than current listing information that is generated wholly or in part by the MLS including “comparable” information., “sold” information, and statistical reports.

This information is provided for the **exclusive use** of members and individuals affiliated with members who are also engaged in the real estate business and may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise provided in these Rules & Regulations.

## DISSEMINATION OF DATA

Use of information developed by or published by the MLS is strictly limited to the **activities authorized under a Participant's licensure(s) or certification** and unauthorized uses are prohibited. If use of a Compilation is authorized by the MLS, a custom data format may be provided.

# CONFIDENTIALITY AND DISSEMINATION OF MLS INFORMATION

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## TRANSMITTAL OF PARTICIPANTS LISTINGS TO AGGREGATORS

MLS's  are  are not required to transmit Participants' listings to third-party aggregators or to operate a public website displaying listing information.

If an MLS transmits Participants listings to third-party aggregators and/or operates a public website displaying listing information,  All,  Some or  Only the Participants listings regardless of type will be included in the data feed.

Except when:

- 1) The listed property's street address and graphic display of the property's specific location will be displayed to the public; and
- 2) The seller displays on the property a "FOR SALE BY OWNER" sign or another sign or notice indicating that the seller is soliciting direct contact from the buyers.

# OWNERSHIP OF MLS COMPILATIONS & COPYRIGHTS

SANDBOX RULES!



# OWNERSHIP OF MLS COMPILATIONS & COPYRIGHTS

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## REPRESENTATION AND GRANT OF AUTHORITY (M)

### WHAT DOES THE TERM 'COMPILATIONS' MEAN?

By the act of submitting any property listing content to the MLS, the Participant represents that he/she has been authorized to license and also thereby does license authority for the MLS to include the property listing content in its copyrighted MLS compilation.

.....AND

Any statistical report or comparables.

### WHAT DOES LISTING CONTENT INCLUDE?

PHOTOGRAPHS	IMAGES	AUDIO & VIDEO RECORDINGS
VIRTUAL TOURS	DRAWINGS	DESCRIPTIONS
REMARKS	NARRATIVES	PRICING INFORMATION
OTHER DETAILS	INFO RELATED TO LISTING	

# OWNERSHIP OF MLS COMPILATIONS & COPYRIGHTS

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## OWNERSHIP OF MULTIPLE LISTING COMPILATION (M)

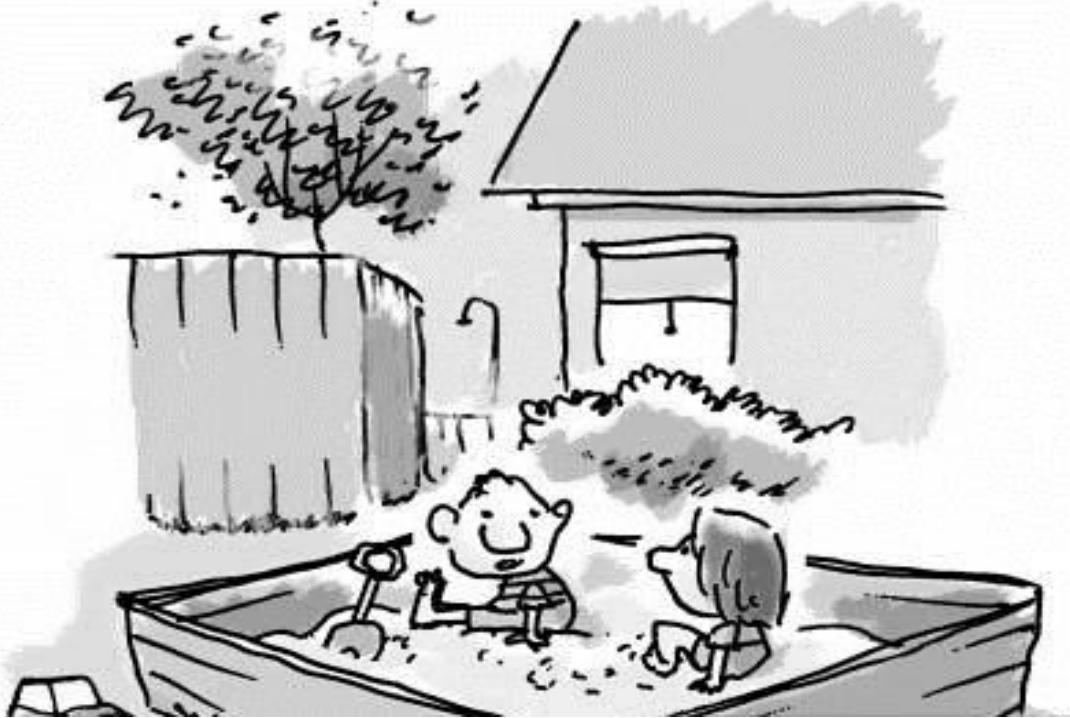
All \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ in each COPY of EVERY MLS Compilation created and copyrighted by it's owner (board or association) and in the copyrights therein, shall at all time remain vested in it's owner (\_\_\_\_\_ OR \_\_\_\_\_)

The MLS Compilation and data contained within the MLS compilation may be provided to third parties by the MLS upon approval of the Board for purposes of supporting the buying, selling, leasing or appraising of Real Estate.

Each Participant shall be entitled to lease from the owner of the MLS a number of copies of each MLS Compilation sufficient to provide the Participant and each person affiliated with such Participant with \_\_\_\_\_ copy of compilation. The Participant shall pay for each such copy the rental fee set by the owners.



# USE OF COPYRIGHTED MLS COMPILATIONS SANDBOX RULES!



WHY THINK OUTSIDE THE BOX WHEN  
MOM WON'T LET YOU CROSS THE STREET

# USE OF COPYRIGHTED MLS COMPILATIONS

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## DISTRIBUTION (R)

1. Participant shall maintain control over and responsibility for each copy of any MLS compilation.
2. Participant shall not distribute any copies to persons other than \_\_\_\_\_ who are affiliated with the Participant
3. Use of information is strictly limited to the activities authorized under a Participant's licensure.
4. None of the foregoing is intended to convey "Participation" or "Membership" or "any right of access" where access to such information is prohibited by law.

## DISPLAY (M)

When can Participants be permitted to display the MLS Compilations?

# USE OF COPYRIGHTED MLS COMPILATIONS

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## REPRODUCTION (M)

Participants  shall  shall not reproduce any MLS compilation

EXCEPT:

1. Participants may distribute to prospective buyers a **reasonable number of single copies** of property listing data. Which would be a \_\_\_\_\_.
2. Reproductions made in accordance with this rule shall be prepared in a way that the **property listing data of properties** other than that in which they prospective purchaser has expressed interest or in which the Participant are seeking to promote interest, does not appear on such reproduction
3. Nothing shall be construed to preclude any Participant/Subscriber from **utilizing displaying, distributing or reproducing** property listing sheets or other data pertaining exclusively to properties currently listed for sale with the Participant.
4. Any MLS Information is provided for the \_\_\_\_\_ of the Participant/Subscriber. Such information may not be transmitted, retransmitted or provided in any manner to any unauthorized individual

# USE OF COPYRIGHTED MLS COMPILATIONS

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## REPRODUCTION (Continued)

Any MLS content in data feeds available to Participants for real estate brokerage purposes  must  must not be available for valuation purposes including \_\_\_\_\_ valuations.

### MLSs MUST:

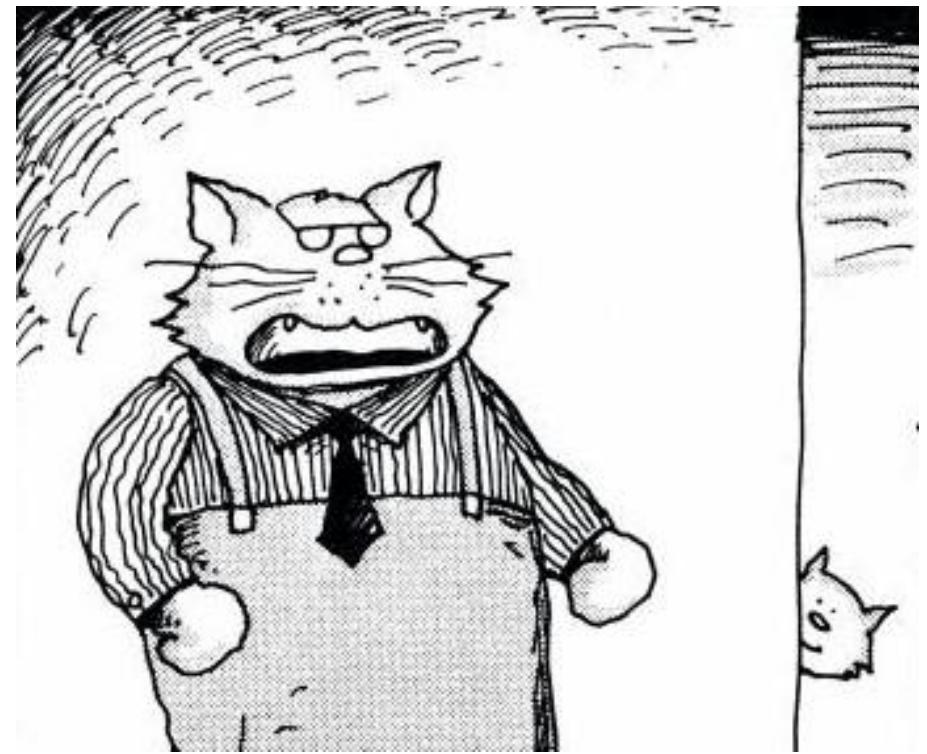
1. Either permit use of existing data feeds; or
2. Create a separate data feed

### MLSs MAY:

1. Require execution of a third party license agreement
2. Require Participants to pay a reasonably estimated costs incurred by the MLS by adding or enhancing its downloading capacity for this purpose

# USE OF THE SERVICES' INFORMATION

# SANDBOX RULES!



ALL RIGHT, WHO HID THE SANDBOX?

# USE OF THE SERVICES' INFORMATION

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## LIMITATIONS ON USE OF THE SERVICES' INFORMATION (M)

- Information from MLS compilation of current listing information or from any statistical reports, and from any sold or comparable report of the association or MLS may be used by MLS Participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other Participants, or which were sold by other Participants (as either listing or cooperating broker).
- However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the association or its MLS must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:
  - Based on information from the NEW MEXICO MLS for the period (date) through (date)

# NOTICE OF PROPOSED CHANGES IN RULES & REGULATIONS

SANDBOX RULES!



SANDBOX. ONE MORE TO CROSS OFF MY BUCKET  
LIST

# NOTICE OF PROPOSED CHANGES IN RULES & REGULATIONS

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## CHANGES IN RULES & REGULATIONS (M)

How do changes to the Rules & Regulations happen?

1. \_\_\_\_\_
2. \_\_\_\_\_

What MUST happen first?

1. Written notice to MLS Board of proposed changes at least \_\_\_\_\_ days in advance of meeting at which it will be considered.
2. Final approval of changes by the shareholders shall be conducted in accordance to their Operating and Fiscal Policies
3. Upon approval by shareholders, the changes become effective \_\_\_\_\_ days following notification to Participant

# NOTICE OF PROPOSED CHANGES IN RULES & REGULATIONS

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## CHANGES IN RULES & REGULATIONS (M)

ALL Participants shall be notified in writing of the proposed changes a minimum \_\_\_\_\_ days prior to the MLS Board of Directors Meeting at which the amendments are to be considered

ORIENTATION

SANDBOX RULES!



LET ME GUESS: STEP TWO, ADD SAND

# ORIENTATION

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## ORIENTATION (M)

ANY APPLICANT who has access to the use of the MLS shall complete an orientation program of not more than \_\_\_\_\_ classroom hours devoted to the Rules & Regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within \_\_\_\_\_ days after access has been provided.

The MLS MAY deem necessary to have Participant and Subscribers complete additional training of not more than \_\_\_\_\_ hours in a \_\_\_\_\_ month period.

Participants and Subscribers are given the opportunity to complete any and/or all mandated orientation and additional training by \_\_\_\_\_

# SANDBOX RULES!



SOMETIMES, SITTING IN THE SANDBOX LIKE THIS, I REALIZE I'VE BEEN A DISAPPOINTMENT TO MY REALTOR FAMILY

# MEETINGS OF THE MLS BOARD OF DIRECTORS (M)

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The integrity of data is a foundation to the orderly real estate market. The Real Estate Transaction Standards (RETS) provide a vendor neutral, secure approach to exchanging listing information between the broker and the MLS. In order to ensure that the goal of maintaining an orderly marketplace is maintained, and to further establish REALTOR® information as the trusted data source, the MLS will implement the RESO Standards including: the RESO Data Dictionary by January 1, 2016, the RESO Web API by June 30, 2016, and will keep current by implementing new releases of RESO Standards within one (1) year from ratification.

Compliance with this requirement can be demonstrated using the Real Estate Standards Organization (RESO) compliance Certification Process. Web API data feeds provided to Participants and Subscribers must have no less than the same data fields in other data feeds, such as RETS or FTP systems, and MLS fields that exist in the RESO Data Dictionary must be delivered in conformance with the standard.

# **CUSTOMER SERVICE & TECH SUPPORT (M)**

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## **CUSTOMER SERVICE AND TECH SUPPORT.**

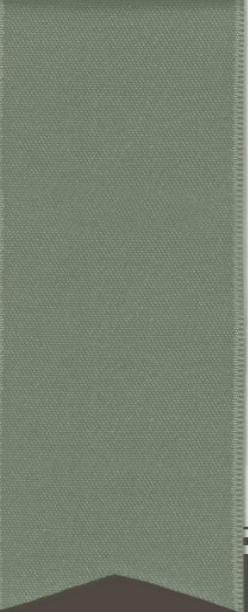
The MLS service must display customer service and technical support contact information the MLS website.

# **MEETINGS OF THE MLS BOARD OF DIRECTORS (M)**

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## **CUSTOMER SERVICE AND TECH SUPPORT.**

The meetings of the MLS Board of Directors for the transaction of business of the MLS shall be held in accordance with the provisions of Article 8 of the Bylaws of the MLS.



# SANDBOX RULES

LEARNING HOW TO PLAY NICE