

CRMLS SD PARAGON RULE CHANGES

CRMLS will be utilizing the same ruleset for the NSDCAR and PSAR membership that they were used to using prior to the September 19, 2018 transition to CRMLS, with only the following modifications. These changes are being made based on input obtained from agents and brokers that participated in over a dozen CRMLS presentations.

1) The old Rule 7.3.1 forbidding entering a listing in both Residential and in Residential Income has been removed and replaced with:

7.3.1 Multiple Property Entries. Multiple entries of the same property listed as more than one Residential Style or Property Type are permitted if reference is made to the MLS number to the duplicate listing in the Confidential Remarks. Upon closing, only the Listing in the actual Property Type that was sold shall be identified as Closed. Any duplicative listing must be Cancelled, with a reference to the Sold MLS ID number being made in the Agent Remarks. No other duplicative listing shall be permitted.

2) Requiring the Listing Broker to provide any type of documentation necessary for the MLS to conduct an investigation was added to Rule 8.2:

CRMLS shall also have the right to demand a copy of seller's written authorization, or any other documentation necessary to confirm compliance as required under these rules.

3) Adding more specifics to the type of license an agent needs to obtain from a professional photographer was added to Rules 11.4 & 11.7:

11.4 Authority to Put Listings in CRMLS MLS Compilation By submitting a listing input form to the service, or directly loading listing information into the MLS computer, the Participant and Subscriber represent and warrant that he/she has received a perpetual, world-wide, irrevocable, royalty free license with the right to sublicense (including the right for the sub-licensee to also sublicense) and has been authorized to grant any and all licenses and also thereby does grant authority for and license CRMLS to include the property listing data, including all media, in the CRMLS its copyrighted MLS compilation.

11.7 Photographs, Virtual Tours and other Media on the MLS. The term "Media" means photographs, drawings, images, audio tracks and videos, including virtual tours. By submitting Media to the MLS, the participant and/or subscriber represents and warrants that he or she either owns the right to reproduce and display such Media or has ~~procured such rights~~ received a perpetual, world-wide, irrevocable, royalty free license with the right to sublicense (including the right for the sub-licensee to also sublicense) from the appropriate party, and has the authority to grant and grants to CRMLS and other participants and subscribers the right to reproduce and display the Media in accordance with these rules and regulations.

4) The requirement to obtain a variance if it takes longer than 72 hours to get a photo into the MLS was removed. The CRMLS Compliance Department will send out a Warning Notice giving agents 2 business days from issuance of the Warning Notice to upload a photo:

11.7.1 Mandatory Submission of Photographs and Renderings. Each listing entered as Residential Detached, Twinhome, Townhome, Rowhome, All Other Attached, Manufactured Home, Modular Home, Mobile Home, Residential Income 2-4 Units, or Residential Rental shall contain a broker or agent submitted photograph or rendering of the subject property, one of which has to be the front exterior of the dwelling, within seventy two (72) hours of entry into the MLS system. A photograph or rendering shall be designated as the primary photo and shall be in accordance with

11.7 of these rules and regulations. ~~Any member that is unable to comply within the allotted seventy two (72) hours shall apply for a variance from their service center requesting an extension of no more than an additional five (5) days.~~

5) CRMLS does not increase fines for repeated violations. Instead, CRMLS provides Warning Notices when a violation can be corrected by the Listing Agent. If the Listing Agent fails to correct, then a Citation is issued, providing an additional 2 business days to correct the violation. If the Listing Agent still refuses to correct the violation, then CRMLS will impose a fine for Failure to Correct, so the following rule was added:

14.4 Requirement to Correct Listing Agent and Listing Broker are required to correct any identified violation of the MLS rules within two (2) business days of receipt of any notice or communication of a rule violation.

6) The CRMLS fine schedule identifies the MLS rule, whether or not a Warning Notice will be provided, a summary description of the rule and the fine amount. Each rule violation will only result in the fine listed being imposed if the Listing Agent fails to correct the violation within two business days of the written Warning Notice when one is provided. CRMLS does not impose daily fine amounts, nor does CRMLS increase the amount of a fine based on previous violations. In the event any member receives more than five citations in a year, CRMLS will report the member to their local Association for potential additional discipline.

APPENDIX B Fine Schedule

MLS Rule	Warning	Summary	Fine
4.1-4.4	Yes	Non-Completion of Required MLS Orientation Program within Set Time	\$100
4.3	Yes	Failure of Participant/Subscriber to Notify the MLS of Termination, Transfer, or Addition of Any Assistants or Clerical Users Affiliated with Participant/Subscriber	\$100
4.5	No	Failure of Participant to Notify the MLS of Termination, Transfer, or Addition of any Licensees Under Participant’s License	\$250
5.2.5	No	Failure to Comply with “Certification of Nonuse” (back fees owing under Certification to be cumulatively added to citation amount)	\$250
7.2	Yes	Improper Classification of Listing Agreement Type	\$100
7.3	Yes	Improper Classification of Property Type	\$100
7.3.1	No	Duplicate Listing Entry	\$100
7.3.2	No	Prohibited Co-Listing	\$250
7.5	No	Failure to timely Input a Required Listing	\$500
7.6	Yes	Failure to Submit Compliant Signed Seller Exclusion	\$250
7.8	No	Failure to Update/Change Listing Information (Subscriber)	\$250
7.8	Yes	Failure to Disclose Known Additional Property Owner Information	\$100
7.8	No	Failure to obtain written authorization for changes to listing agreement (Participant)	\$500
7.9	No	Withdrawal of Listing Prior to Expiration	\$250
7.12	Yes	Failure to offer unconditional compensation	\$100
7.17	Yes	Failure to Disclose Participant/Subscribers Interest in the Subject Listing	\$250
7.19	No	Expiration, Extension, and Renewal of Listing	\$250
7.22	Yes	Failure to Disclose Dual/Variable Commission	\$250
7.24	Yes	Failure to comply with Auction Listing Requirements	\$100

8.1	No	Failure to obtain sellers authorization to list in the MLS	\$1,500
8.2	Yes	Failure to Provide Written Documentation Requested by the AOR/MLS	\$250
8.2	Yes	Failure to Provide Listing Agreement when requested by the AOR/MLS	\$500
8.3	Yes	Display of inaccurate Listing Status	\$250
8.3	Yes	Failure to input accurate information	\$100
8.3	Yes	Failure to verify accurate listing information (Auto Sold)	\$250
8.3	No	Failure to Correct Incomplete/Inaccurate Information within 2 Business Days after notification by the AOR/MLS	\$250
9.8	Yes	Misrepresenting the availability to show or inspect	\$250
9.9	No	Failure to be Present when Providing Access to a Listed Property to Buyers/Potential Buyers	\$1,500
10.1	Yes	Failure to Timely Report Listing Status Changes and Sales	\$250
10.1.1	No	Failure to comply with the Contingent Status requirements	\$500
10.2	Yes	Failure to Timely Report Cancellation of Pending Sale	\$250
10.3	No	Failure to report a seller's refusal to sell	\$1,500
11.7	No	Unauthorized reproduction and display of media	\$1,500
11.7	No	Use of media without prior written authorization	\$1,500
11.7	No	Branding of any media submitted to the MLS is prohibited	\$100
11.7.1	Yes	Mandatory submission of Photograph/Rendering (except Business Op)	\$250
12.1	No	Failure to timely notify of DRE/OREA adverse action	\$1,500
12.5	Yes	Misuse of Public Remarks	\$250
12.5.1	No	Misuse of Other Remarks or Advertising Remarks	\$250
12.7	No	Unauthorized Use of Term "Sold"	\$250
12.8	No	Unauthorized Advertisement of Listing of Another Broker	\$1,500
12.9	No	Failure to Provide Adequate Informational Notice on Print/Non-Print forms of Advertising and Public Representations	\$100
12.10	No	False and Misleading Advertising and Representations; True Picture Standard of Conduct	\$250
12.11	No	Unauthorized Use of MLS Information	\$1,500
12.12	No	Unauthorized Distribution of MLS Information and Passcodes	\$1,500
12.12.1 & 2	No	Unauthorized Clerical or Registered Assistant User Access and Use of MLS Information	\$1,500
12.15	No	Misuse of MLS Reproduction	\$1,500
12.15.2	No	Unauthorized Reproduction of Confidential Fields and Information	\$1,500
12.15.4	No	Unauthorized Compilation Downloading or Transmission of Data; Failure to Restrict Access to Authorized Party	\$1,500
12.16	No	Misuse of MLS Data on the Internet; Violation of IDX Rules	\$1,500
12.19	No	Misuse of MLS Data on the Internet: Violation of VOW Rules	\$1,500
13.2	No	Unauthorized Sharing of Lockbox Key	\$1,500
13.3	No	Failure to Account for Lockbox Key	\$1,500
13.5	No	Failure to Obtain Seller's Permission to Place a Lockbox	\$1,500
13.6	No	Failure to Abide by Lockbox Requirements	\$250
13.6	No	Unauthorized Entrance Into a Listed Property	\$1,500
13.7	No	Failure to Report Lost or Stolen Lockbox Keys	\$1,500
13.10	No	Failure to Timely Remove Lockbox after COE, Expiration, or Cancellation	\$250
14.4	No	Failure to correct any violation – Agent	\$250
14.4 & 4.8	No	Failure to correct any violation – Broker	\$500