

Model Citation Schedule of Fines

Article	Applicable Article and Standard of Practice	Fine	Ethics Training in lieu of or in addition to fine?
Article 1			
Failure to fully disclose and obtain consent from both parties when representing both the seller/landlord and buyer/tenant in the same transaction.	Article 1, supported by Standard of Practice 1-5	\$250	In addition to
Failure to submit offers and counter-offers objectively and as quickly as possible.	Article 1, supported by Standard of Practice 1-6	\$250	In addition to
Failure on the part of a listing broker to provide, as soon as practical, written affirmation that an offer was presented or written notification that the seller/landlord has waived the obligation to have the offer presented, upon written request of a cooperating broker submitting an offer.	Article 1, supported by Standard of Practice 1-7	\$250	In addition to
Failure on the part of a buyer's/tenant's broker to provide, as soon as practical, a written affirmation to the listing broker stating that the counter-offer has been submitted to the buyers/tenants, or a written notification that the buyers/tenants have waived the obligation to have the counter-offer presented.	Article 1, supported by Standard of Practice 1-8	\$250	In addition to
Failure to advise sellers/landlords of information specified in Standard of Practice 1-12 prior to entering into a listing contract.	Article 1, supported by Standard of Practice 1-12	\$250	In addition to
Failure to advise buyers/tenants of information specified in Standard of Practice 1-13 prior to entering into a buyer/tenant agreement.	Article 1, supported by Standard of Practice 1-13	\$250	In addition to
Accessing or using, or allowing others to access or use, a property managed or listed on terms other than those authorized by the owner or seller.	Article 1, supported by Standard of Practice 1-16	\$250	In addition to
Article 3			
Failure to communicate a change in compensation as soon as practical.	Article 3, supported by Standard of Practice 3-2	\$250	In addition to

As a listing broker, unilaterally <u>modifying</u> the offered compensation with respect to a cooperative transaction after a REALTOR® has submitted an offer to purchase or lease that property.	Article 3, supported by Standard of Practice 3-2	\$250	In addition to
Delaying or withholding delivery of a buyer's/ tenant's offer.	Article 3, supported by Standard of Practice 3-2	\$250	In addition to
Failing to disclose existence of accepted offers, including offers with unresolved contingencies, to cooperating brokers.	Article 3, supported by Standard of Practice 3-6	\$250	In addition to
Misrepresenting the availability of access to show or inspect a listed property.	Article 3, supported by Standard of Practice 3-8	\$250	In addition to
Providing access to listed property on terms other than those established by the owner or the seller.	Article 3, supported by Standard of Practice 3-9	\$250	In addition to
Article 4			
Failing to disclose REALTOR®'s present or contemplated interest in writing to all parties to the transaction.	Article 4	\$250	In addition to
Article 5			
Providing professional services without disclosing REALTOR®'s present interest in property.	Article 5 (limited to present interest, not contemplated)	\$250	In addition to
Article 6			
Accepting any commission, rebate, or profit on expenditures without client's knowledge or consent.	Article 6 (first paragraph)	\$250	In addition to
Failure to disclose to a client or customer REALTOR®'s financial benefits or fees received as a direct result of recommending real estate products or services.	Article 6 (second paragraph)	\$250	In addition to
Failure to disclose REALTOR®'s direct interest in an organization or business entity when recommending to a client or customer that they use the services of that organization or business entity.	Article 6, supported by Standard of Practice 6-1	\$250	In addition to
Article 12			
Failing to present a true picture in real estate communications and advertising.	Article 12	\$250	In addition to
Failing to disclose status as real estate professional in advertising and other representations.	Article 12	\$250	In addition to
Representing brokerage services to a client or customer as free or available at no cost when the REALTOR® receives compensation from any source for those services	Article 12, supported by Standard of Practice 12-1	\$250	In addition to
Failure to exercise care and candor when communicating the terms and conditions of premiums, prizes, merchandise discounts or other inducements to list, sell, purchase, or lease.	Article 12, supported by Standard of Practice 12-3	\$250	In addition to

Advertising property for sale/lease without authority of owner or listing broker.	Article 12, supported by Standard of Practice 12-4	\$250	In addition to
Failing to disclose name of firm in advertisement for listed property.	Article 12, supported by Standard of Practice 12-5	\$250	In addition to
Failing to disclose status as both owner/landlord and REALTOR® or licensee when advertising property in which REALTOR® has ownership interest.	Article 12, supported by Standard of Practice 12-6	\$250	In addition to
Falsely claiming to have "sold" property.	Article 12, supported by Standard of Practice 12-7	\$250	In addition to
Failure to take corrective action when it becomes apparent that information on a REALTOR®'s website is no longer current or accurate.	Article 12, supported by second sentence of Standard of Practice 12-8	\$250	In addition to
Failure to disclose firm name and state of licensure on REALTOR® firm website.	Article 12, supported by Standard of Practice 12-9	\$250	In addition to
Misleading consumers through deceptive framing, manipulating content, deceptively diverting internet traffic, presenting other's content without attribution or permission, or using misleading images.	Article 12, supported by Standard of Practice 12-10	\$250	In addition to
Registering or using of deceptive URL or domain name.	Article 12, supported by Standard of Practice 12-12	\$250	In addition to
Representing that the REALTOR® has a designation, certification, or other credential they are not entitled to use.	Article 12, supported by Standard of Practice 12-13	\$250	In addition to
Article 14			
Failing to cooperate in a professional standards proceeding or investigation in circumstances when cooperation has been demanded by the association and association has advised REALTOR® failure to cooperate could result in an allegation of a violation of Article 14.	Article 14	\$500	In addition to
Article 16			
Placing for sale/lease sign on property without permission of seller/landlord.	Article 16, supported by Standard of Practice 16-19	\$250	In addition to