



Upstate New York Real Estate Information Services LLC (UNYREIS) NYSAMLS'S MULTIPLE LISTING RULES and REGULATIONS SUMMARY

Please review these policies to make sure you are fully aware of them and that your listings are in compliance. These policies apply to the NY State Alliance of MLS's (NYSMLS) Listing Database and HomeSteadNet.com. To view the complete NYSMLS Rules & Regulations, go to the MLS Rules section of www.grar.org available in your member portal.

Any member observing infractions of Multiple Listing Rules and/or Policies or requiring assistance, should click on the 'Report an error' button in the MLS on that listing, contact GRAR staff at 585-292-5000 or GRARMLSRules@grar.net or by fax to (585) 292-0283. Any listing taken on a contract to be submitted with the service is subject to the rules and regulations of the service upon signature of the seller(s).

1. **Listing procedures:** Listings must be entered into the MLS **within twenty-four (24) hours (excepting weekends, holidays, and postal holidays)**, after all the necessary signatures of seller(s) have been obtained. (Section 1)
2. **Detail on Listings Filed with the Service:** A listing agreement or property data form, when filed with the multiple listing service by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form. **(It is the responsibility of the Designated REALTOR® to ensure accuracy at all times.)** (Section 1.2)
3. **Owner's Name:** The Owner's Name must always be filled in with the actual name(s) as appears on the deed. If the owner(s) do not wish their name to appear in the MLS, then a letter from the owner must be required by the listing agent or noted on the listing agreement and filed with the service for approval. Authorizations must be on file with the MLS. The listing should state "Authorization on file" in owner's name. (Section 1.2 - 1)
 - a. **Owner of Record** - not permitted.
 - b. **Estate Owner** – Enter "Estate of" followed by the name of the deceased.
 - c. **Bank or Mortgage Company** - Enter the name of the Bank/Mortgage company instead of the word "Bank." (Ex. "ABC Bank.")
 - d. **Relocation or Third-Party Owner** – Enter the name of the company (ex. "XYZ Relocation.")
4. **Photos:** All property types, except vacant land and all statuses must include an exterior view of the home (main building) as the first photo and it must be submitted **within twenty-four (24) hours (excepting weekends, holidays and postal holidays)** from the time the property was listed, unless the sellers expressly direct that photographs of their property not appear in MLS compilations. An exterior front (street) view of the home (main building) is required as one of the photos. (An exception would be a "to be built" property). New Construction may use a comparable rendering or photo. Office, agent and personal promotion information is prohibited from being included anywhere on the property photo. **Photos entered into the MLS cannot be reused by another broker without the consent of the listing broker who originated the photo(s).** Any and all photos submitted cannot contain watermarks. (Section 1.2-3) Rev. 11/2017
5. **Attachments:** The attachments must contain information, (i.e. disclosure forms, photos, floor plans, maps virtual tours) specifically related to the property being offered. These attachments should not be used for listing agent, company or personal promotion. (Section 1.2-4)
6. **Virtual Tour Field:** The Virtual Tour field shall contain only a URL link directly to the Virtual Tour for that specific property listing. The URL is not to contain Agent/Company names. A Virtual Tour is defined as a 360-degree tour of a property, or a slide show of static pictures, which may include audio. Visual or audio information regarding the listing agent and/or company is prohibited. Advertisements are not allowed. Links or framing that show or lead to contact information or advertisements are also prohibited. For violations of this section, the MLS may remove the violation and/or fine the Participant. (Section 1.2-5)

7. **Remarks Sections:**

- a. **Public” Remarks Section:** This section is reserved to further describe the property being offered for sale or lease. It should NOT contain: personal info; company information; web addresses; phone numbers; co-listers; links;
 - a. bonus information; other inappropriate information.
- b. **“Private” Remarks Section:** This section is reserved for information to be shared with other MLS Participants. This includes: bonus information; lock box location; appointment information; web addresses.

Note: It is the responsibility of the Designated REALTOR to ensure accuracy at all times. The responsibility of data accuracy when entered in the MLS cannot be placed on another party such as the buyer or buyer’s agent (Section 1.2-6)

8. **Delayed Showings/Negotiations:** Delayed Showings/Negotiations (DNS notices) are allowed. All listings in the Service that are not immediately available for showing/negotiations must have the owner(s) complete the **required Delayed Showing/Negotiation Form.**

- a. This form must be **filed as an attachment to the listing AT THE SAME TIME the listing is entered into MLS.**
- b. The date(s) that the property will be available for showing and/or negotiations **MUST be put into the PRIVATE & PUBLIC Remarks.** Open houses are not to be scheduled during the “No showing” time frame.

Notes: The property is to be considered “Active” and days on market will continue to be counted. (Section 1.2-7)
Auctions are exempt from this rule. Once a Delayed Showing/Negotiation Form is signed, it cannot be changed to a prior date for any reason. Sample verbiage for public/private remarks “All showings and negotiations will begin on mm/dd/yyyy at x pm” or “No Showings or negotiations until mm/dd/yyyy at x pm ”. Rev. 11/2017

9. **Directions:** The Directions fields must contain directions that any reasonable, prudent person can use to locate the property. Consult map, see agent, sign names, company identity, websites and other inappropriate information, are not permitted. (Section 1.2-8)

10. **Address:** The address field requires the house number and street name **ONLY.** DO NOT put any other information in this space (ex. Bonus, EZ Show, LBEC, ASSUME, etc.). “Bonus” information should be located in the “Private Remarks” section. If there is a directional, such as “N” for north, enter in the Pre or Post directional field. Other directional input should go in the “Directions” section. (Section 1.2-9)

11. **Tax Information:** Enter only the Total True Taxes. Do not enter taxes reflecting any exemptions. Exemption value can vary from individual to individual. The Tax ID# must match the Tax ID# supplied by the MLS tax vendor. (Section 1.2-10)

12. **Proper MLS Area/Property Type:** All properties must be listed according to address and assessment jurisdiction only. NYSAMLS’s will not accept an additional listing for a property because the listing office wants to emphasize the school district, zip code, etc. (Sections 1.2-11). See #19 below for Duplicate Listing rules.

13. **Exclusive Right to Sell Contract:** All information in the Exclusive Right to Sell Contract must correspond with the Property Data Form and the information entered in the MLS. When taking a listing for a “To Be Built” lot (RES) or vacant land, an Exclusive Right to Sell Contract and Property Data Form for each lot listed is not required but the listing contract must list all of the lots to be sold. (Ex: If twenty-two (22) lots are allocated to be sold in a subdivision, each lot will have a separate ML number and be listed on an Exclusive Right to Sell Contract.) (Section 1.2-12)

14. **Square Footage:** Square Footage should match the tax records. If it is determined that the tax records are incorrect, it should be noted in the REALTOR® Remarks. For reference, Square Footage is area which is “above grade and heated living area”. (Section 1.2-14)

15. **Use of Incomplete MLS #'s -** MLS#'s of Incomplete listings are prohibited from use in advertising in any media until the property is in the "Active" Status. (Section 1.2-15) New 11/2017

16. **Change of Status of Listing:** Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the service within twenty-four (24) hours (excepting weekends, holidays, and postal holidays) after the authorized change is received by the listing broker. (Section 1.4)

On Market Statuses (Still showing)

Status	Translation	Explanation
A	Active	Property available to be shown, no signed contract exists, with the exception of a contract with the contingency of a property to sell, to be identified in the Showing Instructions as “Contingent upon sale of a property”.
C	Continue to Show	Property available to be shown, contract exists, both parties have signed, waiting for contingencies to be fulfilled.

Off Market Statuses (Not showing)

U	Under Contract	Property is <u>not</u> to be shown, contract exists- both parties have signed, waiting for contingencies to be fulfilled.
P	Pending Sale	Contract exists, all contingencies met, except financing and is waiting for closing (Sale Information may be entered.)
S	Closed Sale/Rented	Property Closed/Rented (Sale information added at this time)
T	Temporarily Off Market	Property temporarily unavailable, should be back on market
W	Withdrawn	Property no longer on the market and cannot be listed by another broker until expiration date
X	Expired	Property Expired, can be listed by another broker

17. **Withdrawals:** Withdrawals of listings must be submitted to the MLS within twenty-four (24) hours (excluding Saturdays, Sundays and holidays). The “Change” form must be signed by the owner(s) and the Designated REALTOR/Office Manager/or any other authorized individual. (Section 1.5)
Note: This status indicates that the Property is no longer marketed through the MLS for various reasons yet a contract still exists and cannot be listed by another broker until the expiration date has lapsed. Please change expiration date and expire listing if it may be relisted.
18. **Expiration of Listings:** Listings filed with the multiple listing service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed. If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. **Extensions and renewals of listings must be signed by the seller(s) and filed with the service.** (Section 1.10)
19. **Monitoring of Listings:** Listing Contract Random Audit and Complaint Procedure - The listing check software will automatically request a copy of a listing contract. Requested contracts must be received at the MLS office **within 2 business days** of the listing check request, preferably via email to: GRARMLSRules@grar.net but it can be submitted via fax or USPS. Failure to submit the contract within the specified time frame will result in a fine to be paid within 30 days. (Section 1.16)
20. **Duplicate Listings:** In order to protect the database, the listing agent must monitor his/her listings and sales and see that they are appropriately accounted for even if the transaction on the property continues after the expiration date (Pending status). Always search the database prior to entering a new listing. This will assure that a listing is not a duplicate.
Note: Listings that are in the A, C, T, W, U or P status are considered currently listed and should not be entered as a new listing before existing listing is expired. A second listing can be entered into the MLS under a DIFFERENT PROPERTY TYPE provided:
- It is zoned properly
 - The first line of the PRIVATE Remarks MUST identify the MLS listing number of the other listing
 - The listing office is to notify the MLS Services Department to DELETE THE SECOND LISTING when the property is sold or expired in order for statistics to be accurate and
 - A fee may be required (See Appendix A – Fees.)
- Note - Any change to the address or tax account number in order to input a duplicate listing is a violation of these rules and subject to a fine. (Section 1.17)
21. **Relocation:** If a property goes to Relocation or other third party company and is listed with a new listing agent, the former listing agent must obtain and submit a “Change” Form signed by the previous owner(s) and Broker/Office Manager, **or a copy of the relocation company’s agreement** and “Expire” the listing. The new listing office shall obtain an Exclusive Right to Sell Contract from the Relocation or third party company and enter it as a new listing. (Section 1.18)

22. **Reporting Cancellation of Pending Sale:** The listing broker shall report immediately to the Service the cancellation of any pending sale, and the listing shall be reinstated immediately. (Section 2.8)
Note -If expiration date has passed, it should be expired in MLS. If expiration date has not passed, listing may go back to Active.
23. **Disclosing the Existence of Offers:** Listing Brokers, in response to inquiries from buyers or cooperating brokers, shall, with the sellers' approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker. (Section 2.9)
Note: Reference COE, SOP 3-6 "REALTORS® shall disclose the existence of **accepted** offers, including offers with unresolved contingencies, to any broker seeking cooperation. (Adopted 5/86, Amended 1/04) **Note added 4/16/18.**
24. **Compensation Specified on Each Listing:** The listing broker shall specify, on each listing filed with the MLS, the compensation offered to other multiple listing participants for their services in the sale of such listings (Section 5).
*The compensation specified on listings filed with the Multiple Listing Service shall appear in one of two forms. The essential and appropriate requirement by a Multiple Listing Service is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions unless advised otherwise by the listing broker in writing in advance of his producing an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of the following forms: (Section 5)
1. By showing a percentage of the gross selling price.
 2. By showing a definite dollar amount.
25. **Reactivation of MLS Access:** Any member whose MLS access is interrupted for any reason (non-payment of dues, fees, fines or assessments) shall pay \$100 to reactivate MLS access and pay any dues, fees, fines or assessments that were owed at the time of interruption. Refer to Appendix A.
26. **Listing/Staff Fees:** Participants without MLS computer access must pay a \$50 per listing fee to the Service. GRAR Member Services staff will input their listings. GRAR may charge for the use of staff time. Refer to Appendix A.
27. **Password(s):** Passwords are for the use of individual MLS members only. Any authorized user shall not give out their password(s) to any other participant or non-participant, unless authorized by the MLS. Refer to Appendix A.
28. **Key Holder's Obligations:** 1) Lock Box Keys are for the use of individual MLS members only. Members found to have given their key to other members/persons will be considered in violation of this Rule. The fine for the unauthorized use of a Key is \$1,000. 2) Key holders have an obligation of immediately reporting lost, stolen or unaccountable keys to the Association. Upon receipt of notice, the Association shall take any steps deemed necessary to re-secure the system. Refer to Appendix A.
29. **Compliance with Rules—Authority to Impose Discipline:** By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may impose discipline for violations of the rules and other MLS governance provisions (Section 7).

Upon notification to the MLS of any infraction of the MLS Rules and Policies, the MLS Staff or Automated Compliance Program will do the following:

- Contact the listing agent or manager or Designated REALTOR® of the firm to resolve the infraction.
- If the infraction is not corrected within forty-eight (48) hours, the appropriate sanction will be imposed on the Designated REALTOR®.
 - The first notification of a rule violation is used to educate the agent of the infraction and the Listing Agent is given 48 hours to correct or the applicable fine will be assessed.
 - The second notification for same rule violation (for any listing) to the same agent sets grounds for an immediate first offense fine to the agent and DR® (refer to Appendix A).
 - The third notification for same rule violation (for any listing) sets grounds for an immediate second offense fine to DR® (refer to Appendix A), etc. (Section 7.1).



UPSTATE NEW YORK REAL ESTATE INFORMATION SERVICES LLC (UNYREIS)

MULTIPLE LISTING FEES & FINES

Appendix A

MLS RULE OR POLICIES	VIOLATION	AMOUNT
Policy - paragraph 1	Listings not entered within 24 hrs.	\$100 first offense \$200 second offense \$300 third offense
Policy - paragraph 2	Detail on Listings Filed with the Service	\$100/\$200/\$300
Policy - paragraph 3	Owners Name	\$100/\$200/\$300
Policy - paragraph 4	Missing Exterior Photo	\$100/\$200/\$300
Policy - paragraph 5	Attachments	\$100/\$200/\$300
Policy - paragraph 6	Virtual Tour Field	\$100/\$200/\$300
Policy - paragraph 7	Remarks Section	\$100/\$200/\$300
Policy - paragraph 8	Delayed Showing/Negotiation Form Not Attached	\$100/\$200/\$300
Policy - paragraph 9	Directions	\$100/\$200/\$300
Policy - paragraph 10	Address	\$100/\$200/\$300
Policy - paragraph 11	Tax Information	\$100/\$200/\$300
Policy - paragraph 12	Proper MLS Area/Property Type	\$100/\$200/\$300
Policy - paragraph 13	Exclusive Right to Sell	\$100/\$200/\$300
Policy - paragraph 14	Square Footage Must Match Tax Records	\$100/\$200/\$300
Policy - paragraph 15	Use of Incomplete MLS Numbers	\$100/\$200/\$300
Policy - paragraph 16	Failure to Change Status of Listing	\$100/\$200/\$300
Policy - paragraph 19	Monitoring of Listings/Audits	\$100/\$200/\$300
Policy - paragraph 20	Failure to Check for Duplicate Listing Before Adding New One	\$100/\$200/\$300
Policy - paragraph 20	Duplicate Listing in Additional Property Type Fee	\$50
Policy - paragraph 24	Compensation Specified on Each Listing	\$100/\$200/\$300
Policy - paragraph 25	To Reactivate MLS Service After Suspension Fee	\$100
Policy - paragraph 26	Add Listing Staff Fee	\$50
Policy - paragraph 27	Sharing Passwords	\$1000
Policy - paragraph 28	Sharing Keycards	\$1000
Policy - paragraph 29	Compliance with Rules—Authority to Impose Discipline	\$100/\$200/\$300

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