



**Adopted by McKean County Association of REALTORS®
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 page available via your member MLS 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 MCAR Association Executive, Kylie O'Neill-Mullin at 814-476-6195 or exec@mckeanmls.com.

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. **Clear Cooperation:** Within one (1) business day (**ending at 5:00 p.m. and excludes weekends, holidays, and postal holidays**), 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. (Section 1.01)
3. **Listings Subject to Rules and Regulations of the Service** - 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).
4. **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)
5. **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 co instead of "Bank." (Ex. "ABC Bank.")
 - d. **Relocation or Third-Party Owner** – Enter the name of the company (ex. "XYZ Relocation.")
6. **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. A banner on a photo is considered 'personal promotion' and is not allowed **with the exception of virtually staged photos. If using a banner, it should read "This photo is virtually staged"**. For violations of this section, the MLS may remove the violation and/or fine the Participant. (Section 1.2-3)

NOTE: Photos shall not contain digitally enhanced modifications that alter or misrepresent the condition or appearance of the listed property's structure or grounds (e.g., adding/removing landscaping, changing the color of a wall or removing a structural defect). Images may include the use of virtual staging, which is limited to the addition of furnishings and wall décor that would otherwise be considered personal property and not conveyed in the sale of the property.

Tip: The first photo can be an exterior view of the home or building, however, the "Front (street)" view must still be one of the photos. This is most often requested with regard to waterfront properties when the view from the water is sometimes considered the 'front' of the home. The view of the water should never be the first photo. Rev. 11/2017

Tip: The individual that took the photographs, owns the copyright to those photographs, unless such rights were conveyed through an agreement with the photographer. If in question, look at the language in your agreement to see what rights there are (exclusive vs. non-exclusive, limitations on use, etc.). If there is no written agreement, the photographer may convey the right to use the photographs to any individual or entity, including the owners of the property that was photographed. If this is the case, there is no issue with others paying the photographer for the right to use the photographs.

7. **Attachments:** Attachments are required if the form is required by State or Federal laws specific to the property (i.e., Property Condition Disclosure Statement and Lead Based Paint Addendum). The form(s) must be filed as an attachment AT THE SAME TIME that the listing is entered into the MLS and entered individually under the appropriate description. All 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)
8. **Virtual Tour/3D Virtual Tour/Aerial Drone Video Link Fields:** The Virtual Tour/3D Virtual Tour/Aerial Drone Video fields 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 including contact information 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. **Virtual Tours/3D Virtual Tour/Aerial Drone Videos entered into the MLS cannot be reused by another broker without the consent of the listing broker who originated the tour(s).** (Section 1.2-5)
9. **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 anything that is not about the property itself including marketing info; showing info; personal information; company information; web addresses; phone numbers; co-listers; links; bonus information; **words or phrases that could violate Fair Housing laws;** other inappropriate information, unless required by MLS Rules or guidelines.
 - 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 (Sect 1.2-6)
10. **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 and entered individually under the appropriate description.**
 - b. The date(s) and time(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
NOTE: The Do Not Show/Negotiate Form should only be used when it is initially listed. They should use the Change Form to extend these dates and upload as an attachment.

If the seller decides, after it is listed, that they want to delay showings, the status may be changed to "T" and the Change Form used (the change form does not need to be added as an attachment.)

If the seller decides, after it is listed, that they would like to set a date for all offers to be in, they can do so by stating so in "Public Remarks" and "Private Remarks". Nothing else is required by the MLS, however you should reach out to anyone who has seen the property or scheduled to see the property to inform them of this date.

11. **Directions to Property:** The Directions to Property field 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)
12. **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.). (Section 1.2-9)
13. **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, where available. When not available, Tax ID must also contain the SWIS Code, if property is located in NY state. (Sec. 1.2-10)
14. **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 #22 below for Duplicate Listing rules.
15. **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)
16. **Square Footage:** Square Footage should match the tax records. **If the tax records are incorrect and the square footage is changed from what the tax records indicate, an explanation of the difference must be disclosed in the Public Remarks.** Note – please indicate the source of the adjusted square footage). (Section 1.2-14)
17. **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
18. **Accuracy of Listing Data - Participants and subscribers are required to submit accurate listing data and required to correct any known errors.**
19. **Change of Price &/or 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 (except weekends, holidays, postal holidays) after the authorized change is received by the listing broker. (Section 1.4)

Note: Above references COE, Standard of Practice 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 8-28-19.

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	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 Info 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 in the MLS by any broker until expiration date
X	Expired	Property Expired, can be listed by another broker

20. **Withdrawals:** Withdrawals of listings prior to expiration 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.

21. **Listing Price Specified:** The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction.

In the case of "Auctions", when there is a "reserve" price, then that price is to be the Listing Price. (Section 1.7)

22. **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)

23. **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 exec@mckeanmls.com 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. The requested contracts will be reviewed for compliance with the MLS rules. Non-compliance may result in additional fines. (Section 1.16)

24. **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:

- a. It is zoned properly
- b. The first line of the PRIVATE Remarks MUST identify the MLS listing number of the other listing
- c. 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
- d. 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)

25. **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)

26. **Right of Cooperating Broker in Presentation of Offer:** 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 the seller or lessor gives written instructions to the listing broker that the cooperating brokers may not be present when offers they procure are presented, cooperating brokers have the right to a copy of the seller's written instructions. This policy is not intended to affect listing broker's right to control the establishment of appointments for such presentations. (Amended 11/18) **M**

Note – These written instructions from the seller are to be submitted to the MLS when a listing contract is requested.

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, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. **M** (Section 2.3)

27. **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, the listing should be expired in MLS. If expiration date has not passed, listing may go back to Active.
28. **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: Above also corresponds to COE, Standard of Practice 1-15
29. **Availability of Listed Property:** Listing brokers shall not misrepresent the availability of access to show or inspect listed property. (Section 2.10)
30. **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 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.
31. **Reactivation of MLS Access:** Any member whose MLS access is interrupted for any reason (non-payment of dues, fees, fines, or assessments) shall pay a fee to reactivate MLS access and pay any dues, fees, fines, or assessments that were owed at the time of interruption. Refer to Appendix A.
32. **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.
33. **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.
 - 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.
34. **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 brokerage 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 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).