

Course Title: Jumpstart your Successful Real Estate Career... Utilizing the Value of Your GAAR and SWMLS Membership

Course Description: Class is split into and morning and afternoon session.

Morning 3 hrs.: GAAR & SWMLS gives members the tools and resources the tools they need for success. This class is an orientation for new members and will cover the benefits of membership to new members, SWMLS policy, safety and resources to help brokers manage their new real estate business.

Afternoon 3 hrs.: how brokers can navigate a simple real estate transaction using SWMLS products and tools.

Learning Objectives (See attachment on Bloom's Taxonomy and Learning Levels)

Learning Level	Learning Objective
Knowledge	Recognize the value and benefits their association membership offers brokers and the impact of membership on the public.
Comprehension	Discuss SWMLS rules and regulations and why accurate data is an important part of a broker's real estate business.
Application	Demonstrate ways brokers can research and find accurate listing data.
Analyze	Examine sample listing for inaccurate data
Synthesis	Design personal business systems for how to conduct their business professionally and safely.
Evaluation	Determine how different products and tools can help brokers work more efficiently and professionally.

The following will be the means used in assessing whether the Learning Objectives have been met (Pre and post test, Q&A etc.)

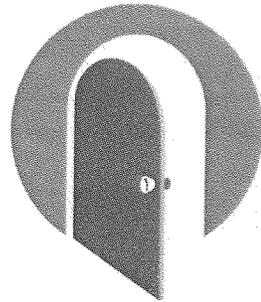
- Q/A – start of class – verbal survey – what do they want to learn?
- Q/A –verbal or question activity (poll everywhere) – questions to assess items covered in class.
- Q/A – during and post jeopardy game – questions from activity foster questions and discussions from group.
- Mid test – identify the errors/inaccurate data in listing
- Case study review/group work when working through tools and products

Timed Outline: Describe in detail the components of the course by breaking it down into subject matter areas of no greater than 15 minutes. What will be the method of instruction or teaching technique used for each area (lecture, slides, group activities, videotape etc.)

Length in Time (15 min. increments)	Teaching Technique	Subject Matter Segment and Description
		<u>Morning Session</u>

10 minutes	Class lecture & discussion	Introduction, icebreaker and agenda
15 minutes	Lecture/slides/group activity	About GAAR & SWMLS, objective guess, team names
15 minutes	Lecture/slides/group activity	Add value to your business with GAAR and SWMLS (group discussion about products and tools)
10 minutes	Group activity	SWMLS rules jeopardy “pre game” – review rules and cheat sheet as group
10 minutes	Break	
30 minutes (segmented activity)	Game activity	SWMLS rules jeopardy (spend 30-40 minutes on activity). Activity is structured to foster teamwork, discussion, questions and engagement of group. Activity is structured in a way to keep their attention and time for debrief is included.
10 minutes	Lecture/slides	Why accurate data is important for your business
5 minutes	Group activity	Find the mistakes: what’s wrong with this listing entry? As a team they have to find mistakes in a listing entry and discuss as group
15 minutes	Lecture/slides	Contingencies and coming soon listings & where to source accurate data– when to use and how to properly use
10 minutes	Break	
15 minutes	Lecture/slides	Showing etiquette and lockboxes (SUPRA) – how to use lockboxes, where to place, remain professional when showing homes.
10 minutes	Lecture/slides	What to do if you want to risk losing your privileges to SWMLS.
10 minutes	Lecture/slides	How SWMLS helps to ensure data integrity and how brokers can play a role in helping each other (“playing nice in the sandbox”)
10 minutes	Video/Stories	Safety – how brokers can keep themselves and their clients safe. Share personal story about safety issue with own listing. Show NAR safety video.
5 minutes	Lecture/review	Wrap up and review, housekeeping

Length in Time (15 min. increments)	Teaching Technique	Subject Matter Segment and Description
		<u>PM Session</u>
10 minutes	Lecture/video	Icebreaker activity (jeopardy reward) and introduction to 2 nd half of class
5 minutes	Lecture	Recap – question – what products and tools are they using
10 minutes	Lecture	GAAR member portal
15 minutes	Lecture/group case studies	Listing entry – review of listing entry, accurate data using Flexmls system. Case study review of accurate data
15 minutes	Lecture/demonstration Group exercise	Searching features in flexmls – searching – mapping – overlays. Map overlay group exercise
15 minutes	Lecture/demo	Saving searches – subscriptions and portals
10 minutes	Break	
15 minutes	Lecture/demo	Courthouse retrieval system – using CRS to help verify listing information
15 minutes	Lecture/demo/video/ Group exercises	RPR – using RPR for marketing and enhancing listing and buyer packages. Group exercises to practice neighborhood and school searches
10 minutes	Lecture/demo	Showingtime – managing showings professionally, following showing instructions, etiquette, setting up the app.
10 minutes	Lecture/demo	Showing time – buyers and listings. Brokers follow along setting showing appointment.
10 minutes	Break	
15 minutes	Lecture/demo/case study	Infosparks – using market research tool to enhance buyer and listing packages. Short case study example to demonstrate use of program
15 minutes	Lecture/demo	Real safe agent – downloading the app, overview of product via demonstration.
5 minutes	Lecture	Review and recap



gaar

Greater Albuquerque Association of REALTORS®

Jumpstart Your Successful Real Estate Career

Utilizing The Value of Your GAAR & SWMLS Membership



Jumpstart your Successful Real Estate Career...
Utilizing the Value of your GAAR & SWMLS Membership.

Welcome to GAAR and SWMLS!

You have joined a community of REALTORS® that envisions a community where every REALTOR® is a part of a home's story. GAAR's goal is to provide their community of members with the products and technology they need to run a successful real estate business. In addition, we work as a community to uphold high ethical and professional standards as well as advocate for private property rights.

In addition, SWMLS a wholly owned subsidiary of GAAR, aims to provide accurate real estate information and data to our participants and subscribers.

Our Objective Today!

Write here what you think the number on the slide represents!

Your Membership Benefits!

Features:	Benefit:
Advocacy	NAR advocates for you! NAR's Government Affairs division works to develop, advance and implement the federal legislative objectives of the REALTOR® Association.
Consumer Outreach	NAR communicates to consumers via surveys, etc. about the value of homeownership and the role REALTORS play in the homeownership story.
Information	Access to local and national real estate training and information.
Benefits	National, state and local partnership discounts, access to transaction forms, lockbox service, training and technology.

A message from your GAAR & SWMLS Presidents!

#didyouknow You can find more about your current board members here!



<http://www.gaar.com/about/board>

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Areas GAAR & SWMLS Services & What We Do!

- Chartered in 1921. "Real Estate Board of Albuquerque"
- GAAR is the largest trade association with membership reaching over 3,000.

YOUR CHOICE

Of this two modern pressed brick homes containing six rooms and ample porches. Near University. \$750 will handle.

CITY REALTY CO.

207 W. Gold. Phone 667

- SWMLS is a wholly owned subsidiary of GAAR dedicated to providing accurate, cooperative and credible real estate information to cooperating brokers and the public.
- Services: Bernalillo, Sandoval, Torrance, Valencia and parts of Socorro and Southern Santa Fe County.
- Not every real estate broker is a REALTOR®. Membership is a privilege. All members adhere to strict Code of Ethics and Standards of Practice.

- Advocacy for homeownership and property rights.
- Homeownership studies, surveys and access to real estate resources through NAR.
- Resources through REALTOR® Benefits Program & GAAR Affiliate/Benefit Partner Program.
- Forms and access to RANM legal hotline. *RANM Legal Hotline: 1-877-699-7266*



- SWMLS access, lockbox lease program, continuing education discounts, FREE training and building use!
- Weekly local real estate and association updates via GAAR's Weekly Passport & Kellie's Korner!

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Add Value to Your Business with GAAR & SWMLS!

As a member of GAAR & SWMLS, you have access to many tools and resources that add value and benefit to your business.

Take out your phone and do the following!

- Text REALTORS to #30644 for Mobile Realtor Party Updates
- Join GAAR Facebook Groups – GAAR Members – Greater Albuquerque Association of REALTORS®. for information & updates.
- GAAR blog and education calendar
- Affiliate/Benefit Partners Program – There are many local and national discounts available to you as a member of GAAR/NAR.
- Access to many products and services to help you run your business.

Products and Programs to Support Your Real Estate Business!

- Flex MLS
- Courthouse Retrieval System (CRS)
- REALTOR® Property Resource (RPR)
- ShowingTime
- Instanet
- New Mexico Home Search
- Find



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SWMLS RULES JEOPARDY!

Cheat Sheet!

Property Types & Status	Listing Status & Selling Procedures	Do's and Don'ts	Marketing & Photos	Showing Instructions & Procedures
Property types include: residential, residential income, land, commercial sale, residential rental, commercial lease and farm & ranch.	At least one photo of the front exterior of the home should be uploaded within 7 days of activation.	Listing a parcel ID of "0000000000" because you cannot find the UPC code is NOT acceptable.	Call Kellie at 555-1212 for details in the property remarks is an MLS violation	You must place your lockbox serial number in the appropriate listing input field.
Attached properties can include a condo or townhome.	Listings shall not be advertised by anyone other than the Listing Broker without consent of Listing Broker.	If a variable rate arrangement exists, and a listing broker will reduce their commission, it must be noted as yes on the variable rate commission field.	Brokers should not place advertising comments in public remark fields.	You may not give your SUPRA key (property access) to anyone.
Statuses can vary from: coming soon, active, withdrawn, active-under contract, pending, closed, expired or cancelled.	The listing broker must present offers ASAP; or give co-op broker reason for not doing so.	Participants shall not solicit another property actively listed in the MLS.	Brokers cannot use another Brokers listing images without written consent.	Brokers should follow the showing instructions in the MLS. Showings are arranged per listing broker instructions.
Only the MLS office can change information for closed, cancelled or expired listings.	Lead based paint and PID disclosures (when required) are to be uploaded within 24 hours.	You may not give your MLS login and password to anyone including MLS staff.	Marketing photos should include at least one exterior photo of the dwelling.	While not an MLS violation, lockboxes should be placed in a discrete, yet accessible place.
Manufactured homes on a permanent foundation must use the manufactured home status.	You will be required to list a property for sale in the MLS within 48 hours of document being executed.	Compensation to co-op broker can be indicated either by a percentage of gross selling price or definite dollar amount.	Although not a violation, photos should be clear and make an accurate representation of the property. You may get a call from MLS.	Although not a violation, showing instructions that pertain to the vacancy of a property should not be placed in any public comment fields. You may get a call from MLS.

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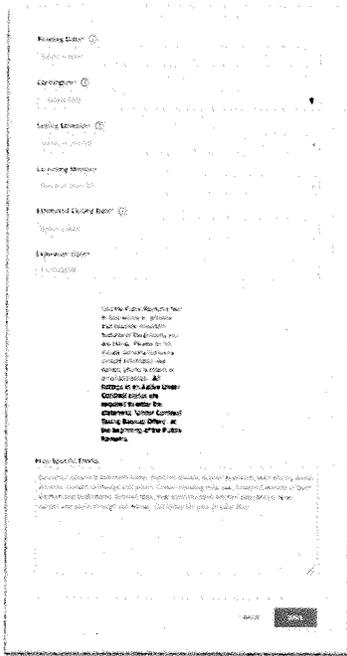
What's Wrong with This Listing Entry?

Let's discuss!

762004 Public Detail Report - Residential Deleted		1007 San Cristobal Rd Court NW, Albuquerque, NM 87104		\$120,000			
Year:	741 - Belen	Apx Structured SqFt:	1,280	On Market Date:	08/30/2013		
Zone Atlas:	Bernalillo	Lot SqFt:	93.75	DOM:	0		
County:	Bernalillo	Price/SqFt:	93.75				
Lot Acres:	5.000	SqFt Source:	Broker				
Lot Size Source:	Broker						
Legal Description:	Who knows, I have to find it. It's legal.						
Age:	1 - 3	HOA:	No	Green:	No		
Year Built:	1976	Bank Owned:	Yes	HERS:	No		
Stories:	1	Disability Access:	Unknown				
Property Sub-Type:	Detached						
Bedrooms:	3	Elementary School:	Low Wallace	Garage Spaces:	2		
Baths(FTH):	3 (2 1 0)	Middle School:	Washington	Carport Spaces:	0		
Possible Bedrooms:	4	High School:	Abuquerque				
Kitchen:	unknown	Offsite Built:	No				
Room Name	Length	Width	Room Level	Room Name	Length	Width	Room Level
Main Living Area	0	0	Main	Bedroom 2	12	8	
Kitchen	2	20	Main	Bedroom 3	13	9	
Master Bedroom	40	3	Upper	Bedroom 4	11	7	
Interior Features:	Built-In Bookcase; Cathedral Ceiling		Master Bath Desc: Full Bath				
Exterior Features:	Deck; Fenced Backyard; Grill		Appliances: Compactor; Dishwasher; Dryer; Washer				
Construction:	Adobe	Exterior Material:	Log Siding; Stucco	Laundry Location:	Service Room	Sales Info: Seller Assist Ofnd: No; Trade/	
Roof:	Flat	Fireplace:	Yes	Laundry Power:	Electric	Xch Considered: No	
Heating:	Central Forced Air	Finance Considered:	FHA; Owner	Private Pool:	Yes	Sunroom: Sunroom: No	
Cooling:	Evaporative	Financing:		Possession:	Day of Funding	Water/Sewer: City Water	
Windows:	Metal Clad; Security Bars					Zoning: A-1; R-1	
Flooring:	Concrete; Stone						
Basement:	No						
Miscellaneous:	Guard House/Service: No; Hist Prop/Lndmk: Yes; Rented: No; Tenant Stays: Yes; Land Lease: Yes; HOA: No						
FOA Covers Type:	Community Pool						
Directions:	google it, or you can call Kellie at 555-1212 and I'll give you directions.						
Prop Specific Rmks:	Quaint house in the heart of Albuquerque. House made of special gingerbread material, made to last a lifetime. Smells so good you will want to sit at this house up. Perfect color and decor for kids. Bring the family to come and take a look!						
IPC Code:	00000000000000	LBP Disclosure:	No	Hist Prop/Lndmk:	Yes	Guard House/Service:	No
IRT Code:	02-100	Faces:	East	Rented:	No	Tenant Stays:	Yes
Apx Taxes:	1,000	Land Lease:	Yes				
Tax Exemption:	Unknown						
MD:	No						
		Presented by Kellie Timin Greater Albuquerque Assoc. 505-842-1433 505-691-2758 kellie@gaar.com					
Information is deemed to be reliable, but is not guaranteed. © 2018 MLS and FBS. Prepared by Kellie Timin on Thursday, November 08, 2018 9:22 AM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.							

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Contingencies and Coming Soon Listings:



Contingencies or conditions of any term in a listing shall be specified and noted to participants.

Examples:

- 48-hour first right of refusal.
- Offer is subject to lender approval
- Offer is contingent on relocation approval.

#TIP How to Use the Coming Soon Status...

- Short-term status when preparing a property
- If a listing is being promoted, advertised or marketed as Coming Soon, the listing must be entered in the MLS within forty-eight (48) hours.
- Allows a property with a listing agreement in effect to be displayed within the MLS to Participants/Subscribers prior to being made Active.
- May be used for up to 14 days prior to the listing being made Active.

902911 Private Detail Report - Residential Coming Soon 7020 NE Woodhaven Drive NE Albuquerque, NM 87109 \$221,800

Area: 30 NE Heights Apr. Structure SqFt: 1,494 On Market Date: 05/29/2017
 Zone Alias: 019 Lot SqFt: 4,256 Expiration Date: 12/27/2017
 County: Bernalillo Price/SqFt: 158.05 DOM/CDOM: /
 Lot Acres: 0.1 SqFt Source: Per Appraisal
 Subdivision: Country Wood Subdivision Add Lot Dim: 37.33 x 102.72
 Description: Planned Community, Views
 Legal Description: 84 COUNTRYWOOD SUBD AMENDED REPL OF TR X-2 NOW COMPR COUNTRYWOOD SUBD COHT 07953 AC
 Age: 31-40 HOA Mandatory: Yes/Yes Green: No
 Year Built: 1985 HOA Dues/Month: 25 HERS: No
 Stories: 1 Short Sale: No Disability Access: Unknown

Property Sub-Type:	Attached	Bank Owned:	No	Garage Spaces:	2	Unit Location:	End
Bedrooms:	2	Elementary School:	Dennis Chavez	Carport Spaces:	0	Stories in Unit:	1
Baths(FTH):	2 (2 0 0)	Middle School:	Madison	Attached Type:	Townhouse	Floor #:	0
Builder:	Imman	High School:	La Cueva	Total Units:	2	Loft:	No
		Offsite Built:	No	Room Name:	Bedroom 2	Room Level:	Man
Room Name:	Length	Width	Room Level	Bedroom 3	10	13	
Man Living Area	14	15	Man	Bedroom 4			
Kitchen	13	18	Man	Bedroom 5			
Dining Room	10	10	Man	Office			
Family Room							
Master Bedroom	13	15	Man				

Interior Features: Cable TV, Ceiling Fan(s), Dining Room (L), Formal DR, Foyer, Great Room, High Speed Internet, HB Ddr Sink, HB Garden Tub, Skylight(s), Smoke Alarm(s), Water Closet(s)
 Interior Features: Courtyard, Patio Open, Walled Backyard
 Master Bath Desc: Full Bath
 Appliances: Dishwasher, Disposal, Dryer, Dryer HU, Fresh Gas Sh/Ovn.

- All listing information must be entered, except for a photo.
- If the listing is not made Active by the Participant/Subscriber within fourteen (14) days, it will automatically be made Active by the system on day fifteen (15).

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- Any promotion, advertising, or marketing of a listing in this status must be noted as 'Coming Soon', including a 'Coming Soon' rider on any signs.

#TIP Create a checklist of items to ensure you listing data is accurate and complete... every time!



Check the back of this package for a sample listing input form!

Sources for Accurate Information...

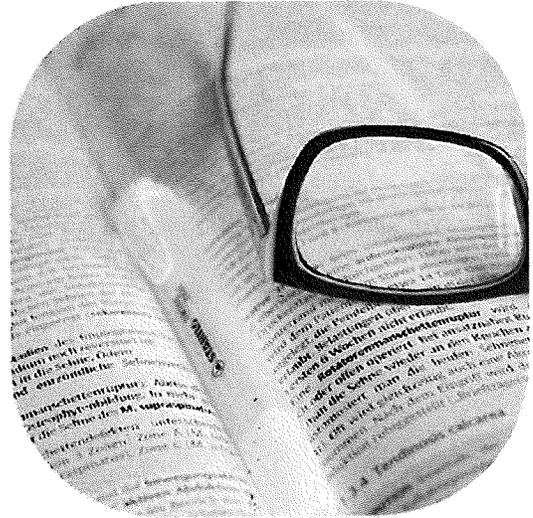
Included but not limited to:

Seller	Tax & Municipal Offices
Appraisers	Surveys and/or Plat
Measure your listings, or have them measured	CRS Program
RPR	Find
GAAR	Title Office
Qualifying Broker	Find
MLS Intranet	GAAR Affiliate Partners
PIDS - http://www.gaar.com/pids (contact your local municipality)	

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Describe your property in detail with good descriptive words!

- Luxurious
- Serene
- Lush landscaping
- Granite
- Updated
- Beautiful
- Lavishly
- Unique
- Enormous
- Curb Appeal
- Entertain
- Include details of property amenities. – do not embellish – be prepared to prove what you say.



Do not include any marketing information in your public comments or directions.

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#TIP Sample Fair Housing Watch Word List

When entering marketing information in the Public Remarks for your MLS listing it is important to remember not to violate Fair Housing laws with the phrases or words you use. The following words, phrases or symbols, typify those most often used in residential real estate advertising to convey either overt or tacit discriminatory preferences or limitations. Your advertising should not show preference for the federally protected classes: Race, Religion, Familial Status, Sex, National Origin, Color or Disability.

In considering a complaint under the Fair Housing Act, the HUD Department will normally consider the use of these and comparable words, phrases, symbols, and forms to indicate a possible violation of the act and to establish a need for further proceedings on the complaint, if it is apparent from the context of the usage that discrimination within the meaning of the act is likely to result. This is not a complete list and is to be used as a guide only. Consult with an attorney if you need to address any individual questions.

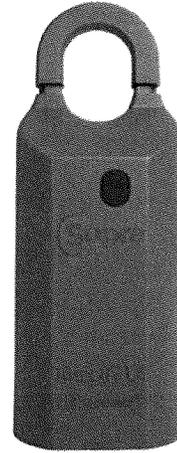
Reference this list at: <http://www.ranww.org/documents/resources/nonowords.pdf>

ACCEPTABLE	CAUTION	UNACCEPTABLE	UNACCEPTABLE
Credit Check Required	Active	Able-bodied	(Nationality)
Den	Board Approval Required	Adult Living	Near Church(es)
Equal Housing Opportunity	Close to	Adult Community	Near Synagogue
Family Room	Domestic Quarters	Adults Only	Near Temple
First Time Buyer	Female(s) Only	African	Newlyweds
Fixer-Upper	Female Roommate	Agile	No AIDS
Great for Family	(Gender)	Asian	No Alcoholics
In-Law Apartment	Gentleman's Farm	Black Neighborhood	No Blacks
Luxury Townhomes	Grandma's House *	Black Only	No Blind
Nanny Room	(Golden Aged) *	Catholic	No Children
Near Mass Transit	Handyman's Dream	Caucasian	No Crippled
Near Golf Course	Male(s) Only	Chicano	No Deaf
(Neighborhood Name)	Male Roommate	Chinese	No Drinkers
Nice	Man (Men) Only	Christian	No Impaired
No Drinking	Membership Approval Required	Colored	No Mentally Handicapped
No Drugs	Near	Couple	No Mentally Ill
No Drug Users	Near Country Club	Couples Only	No Play Area
No Smoking	No Students	Empty Nesters	No Retarded
Number of Bedrooms	(Number of Persons)	(Ethnic References)	No Unemployed
Nursery	Prestigious	Exclusive (I.e. Neighborhood)	Not for Handicapped
Nursing Home	Quality Neighborhood	Executive	Older Person
On Bus Route	Quiet Neighborhood	Filipino	One Child
Play Area	Retirees *	Healthy Only	One Person
Privacy	Secure	Hispanic	Oriental
Private Driveway	Seniors *	Hungarian	Physically Fit
Private Entrance	Senior Citizens *	Indian	Polish
Private Setting	Senior Housing *	Irish	Protestant
Quality Construction	Single Women/Man	Integrated	Puerto-Rican
Quiet	Sophisticated	Jewish	Quiet Tenants
Reference Required	Students	Landlord (description of)	Sane Tenant Only
(School District)	Two People	Latino	Shrine
(School Name)	Within Walking Distance	Mature Couple	Singles Only
Security Provided	Woman (Women) Only	Mature Individual	Single Person
Senior Discount		Mature Person(s)	Stable
Square Feet		Mexican-American	Tenant (description of)
Starter Home		Mormon Temple	White Neighborhood
Traditional Style		Mosque	White Only
Tranquil Setting		Must Be Employed	
Verifiable Income			
View of			
With View			

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Using the SUPRA & the Lockbox Program:

- Lockboxes are managed through the GAAR Lockbox Lease Program.
- Brokers are issued lockboxes based on their listing inventory. Boxes are returned annually during the "True Up".
- Use SUPRA functions to help maintain safety & security when showing your listings.
- NEVER loan your SUPRA lockbox key to anyone.
- Place your lockboxes where they are secure, yet accessible to showing brokers.



Top 6 Things to Do IF you Want to Risk Losing Your SWMLS Privileges.

- Advertising other Participant's listings (any status) as your own listing (found on craigslist a lot).
- Neighborhood flyers that identify specific property information of another Participant's listing.
- Giving out "Agent" Detail and "Agent" Summary Reports to clients or placing in flyer boxes and open houses.
- Sharing your MLS ID and Password with anyone.
- Letting someone else use your SUPRA key.
- Deliberately entering a wrong address or UPC to change CDOM.

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Our Objective Today!

Write the answer! What did this number represent?

GAAR/SWMLS... How We Work to Ensure Data Accuracy.



- Data Checker, Headmaster Tools and manual reporting are all opportunities to help maintain accurate data.

- SWMLS Data Alerts for things like: system alert, tax alert, off market alert, 48-hour compliance alter. – NOT all notices are WARNINGS. Some are courtesy reminders. (closed and tax alerts warnings)

- Use ShowingTime product for efficiency and to schedule showing appointments.

- Check your email and make sure you recognize what is a compliance notice.
- Respond to your compliance notices either by emailing or calling. SWMLS will work with you to resolve any issues.
- If you see an issue, report it.

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We Value REALTOR® Safety!



Tips to Stay Safe When Showing Homes...

- Let someone know when and where you might be meeting a new client.
- Encourage good habits early. Ask new clients to meet you at the office, have them provide you with contact information. Get their license plate or driver's license number.
- Know your surroundings, don't take valuables with you. Keep a routine when showing homes. Trust your gut.
- Take a colleague with you to show the property.
- Try to avoid showing properties at night.
- <https://www.nar.realtor/topics/realtor-safety/safety-resources>
- Use Real Safe Agent to proactively protect yourself while conducting your business.

GAAR/SWMLS Support ...

- Membership department: call 842-1433, Option #4 or email membership@gaar.com
- Resources: www.gaar.com/support
- Training Department: call: 724-3464 or email: kellie@gaar.com
- Education and training classes: www.gaar.com/education
- Call the Education and Professional Development Team: 842-1433, option #2

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RESOURCES

Jumpstart your Successful Real Estate Career...
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Safety Resources:

Emergency Numbers:

- Albuquerque Police non-emergency number - 242-COPS (2677)
- Bernalillo County Sherriff – 505-468-7100

Online Resources:

- www.nar.realtor/safety
- womenonguard.com
- AlertID
- YouTube - @albuquerqueREALTORS – GAAR Realtor Safety Video

Mobile Apps:

- Homesnap Pro
- BMonitored!
- React Mobile
- Apple Friend Finder
- Glympse app

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Acronym Guide...

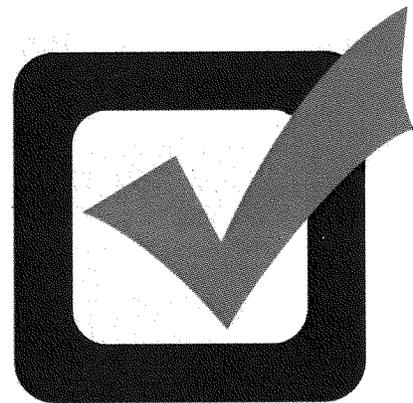
Abbreviation	Definition	Type
(G)	"Green" feature in MLS listings	MLS field
ABR	Accredite Buyer Representative	Financing
ARM	Adjustable Rate Mortgage	Financing
ATT	Attached (single family subtype)	MLS field
AVM	Automated Valuation Model	Price Evaluation
BR	Bedroom	MLS field
BT	Bluetooth	Technology
CARNM	Commerical Assoc. of New Mexico REALTORS	Association
CDOM	Cumulative Days on Market	MLS field
CO Concrete	Concrete Combination (Construction Type)	MLS field
DET	Detached (single family subtype)	MLS field
DOM	Days on Market	MLS field
Dryer H/U	Dryer Hookup	MLS field
FEMA	Federal Emergency Management Agency	Flood Zone
FHA	Federal Assistance Home Loan	MLS, Financing
FHA	Federal Housing Administration	Mortgages
FIRPTA	Federal Investement Real Property Tax Act	Federal Law
GRT	Gross Receipts Tax	MLS field, Tax
HERS	Home Energy Rating System	MLS field
HOA	Homeowners Association	MLS field
HUD-1	Settlement Statement	Financing
ICF	Insulated Concrete Forms (Wall System)	MLS field
IDX	Internet Data Exchange	Broker Website Search
KT	Kitchen	MLS field
LBP	Lead Based Paint	MLS field, Disclosure
LOSO	Listing Office to Selling Office Remarks	MLS field
LR	Living Room	MLS field
MBR	Master Bedroom	MLS field
MLA	Master Living Area	MLS field
NAR	National Assoc. of REALTORS	Real Estate Industry
PID	Planned Improvement District	MLS field, Tax
PUD	Planned Unit Development	MLS field, Tax
RANM	REALTOR Assoc. of New Mexico	Real Estate Industry
REC	Real Estate Contract	Financing
REO	Real Estate Owned (Bank Owned)	Real Estate Industry
RESO	Real Estate Stanards Organization	Real Estate Industry

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RETS	Real Estate Transaction Standard	Broker Website Search
RPR	REALTOR Property Resource	MLS Product
RV	Recreational Vehicle	MLS field
RVM	REALTOR Valutation Model	Price Evaluation
SAD	Special Assessment District	MLS field
SIP	Strucural Insulated Panel	MLS field
SqFt	Square Footage	MLS field
TILA	Truth in Lending Act	Financing
TPO	Thermoplastic Polyolefin roofing type	MLS field
UPC	Uniform Parcel Code	MLS field, Tax
VA	Veterans Home Loan	Financing
VOW	Virtual Office Website	Broker Website Search

MLS Listing Checklist:

- **Upload Photos** – 7 days to add a minimum of one (1) required photo for all residential resale, new construction, vacant land and multifamily.
- **Upload Lead Based Paint Disclosure** – Homes built prior to 1978. Must be uploaded within 24 hours.
- **Upload PID Documents** – Public Improvement District. Required on listings located in PID. Must be uploaded in 24 hours.
- **Advertising Remarks** – No advertising remarks or contact information in any public fields.
- **Verify Listing Information** – Do data fields contain accurate information
- **Map Pin** – Is property map pin correct. Allows listing to be located in radius and map searches.
- **Input Lockbox Serial Number** – If you are using a SUPRA lockbox, the serial number must be added in the appropriate listing input field.
- **Clear and accurate showing instructions** – When using ShowingTime, reflect the same MLS showing information there as well.
- **Do you have a PID or LBP property?** - Must be uploaded in MLS 24-hours after listing activation. Seller can “opt-out” of uploading but not completing.



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Apps and Tools...

Download these great tools to complement your new real estate business!

Real Estate Tools and Apps for Iphone and/or Andriod

- RPR
- FlexMLS Pro
- ShowingTime
- Instanet

Help Clients Find YOU... Set Up Your Online Profiles here...

- NewMexicoHomeSearch.com
- Realtor.com
- Zillow/Trulia
- "dot"realtor domain
- Placester – Broker website benefit through NAR

Enhance Your User Website Experience...

- Let client's search for properties directly from your website with FlexMLS "IDX."
- If you need a Virtual Office Website "VOW" contact SWMLS.

Be in the Know...

- Text REALTORS to #30644 for REALTOR party alerts
- Join the GAAR Facebook Groups
- GAAR.com for all your latest real estate information
- MLS Intranet for forms, bylaws and other information
- GAAR Member Portal
- Weekly Passport and GAAR emails

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- Kellie's Korner – weekly training email
- NAR Center for Financial Wellness – www.financialwellness.realtor

GAAR Blue Door Affiliates...

Farmers Insurance Antionette Baca	Insurance	505-563-4728
Distinguishing Style Mindy Abramson	Home Staging	505-506-5033
Vandyk Mortgage Robert Hill	Mortgage	505-738-6946
Vandyk Mortgage Rachel Donovan	Mortgage	505-328-4792
Vandyk Mortgage Matt Hunter	Mortgage	505-385-7385
Preventive Pest Control Alan Feuer	Preventive Pest Control	505-918-3121
Southwest Home Inspections Jeff Gorum	Home Inspections	505-382-1397
Linton and Associates Lisa Parham	Insurance	505-247-1530
Gold Financial Services Steve Cecco	Mortgage	505-436-3849
Pop-a-Lock Kathy Steen	Locksmith	505-243-0502
My Auction Addiction Lloyd Swartz	Estate Sales	505-252-0915
Nusenda Credit Union Christine Marin-Taylor	Mortgage	505-855-5972
Nusenda Credit Union James Reid	Mortgage	505-872-5410
Southwestern Title and Escrow Kameka Smyth	Title	505-946-2916

Jumpstart your Successful Real Estate Career...

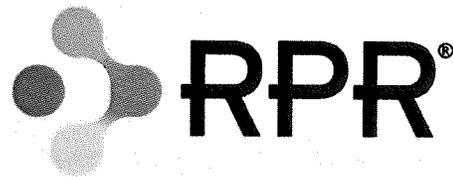
Utilizing the Value of your GAAR & SWMLS Membership.

Tools of YOUR Trade! Take charge of your transactions using SWMLS products and tools!

To manage a successful real estate business, brokers and administrative personnel must have access to cutting edge real estate products and tools. Using SWMLS products and tools, easily manage your transaction from start to finish, increase your profitability and look like a professional.

Products and Tools to Support Your Real Estate Business!

- Flexmls
- Courthouse Retrieval System (CRS)
- REALTOR® Property Resource (RPR)
- ShowingTime
- Instanet
- New Mexico Home Search
- Find
- SUPRA
- Infosparks/10k
- RE Technology
- New Home Source Professional
- ListTrac
- Tech Helpline
- GAAR Member Portal
- Real Safe Agent
- GAAR.com – for education, training and more!



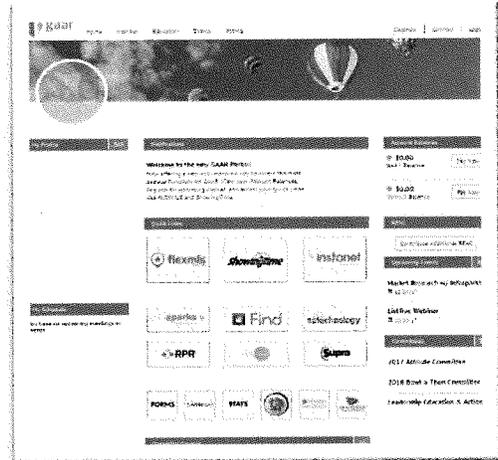
RealSafeAgent

Jumpstart your Successful Real Estate Career...
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Getting started: GAAR Member Portal:

How to: GAAR.com – Login – use "abq.id" credentials for access.

- Single sign on will give you access to all products and tools.
- If you are an admin, you will "superUse" as your Broker or office. Make sure you are logged out of "superUsing" when task is completed.
- **Remember:** Do not give your login credentials to anyone.



FlexMLS – Use FlexMLS to Empower your Business!



What is it? Flexmls is a powerful tool that can empower your business. Flexmls is your source for accurate data. In addition, Flexmls helps brokers maintain standards for consistency in the real estate market place and is also a Broker's guarantee for compensation.

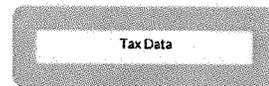
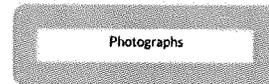
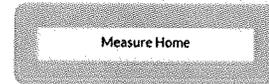
When to use it: Searching for properties for both buyers and sellers, completing CMA's, marketing listings.

How to: GAAR Member Portal -Flexmls

Listing and Entry Process:

Accurate data is important for brokers, appraisers and consumers and inaccurate data can affect the marketing of your listings. Create a business system to consistently manage your listing process for each new listing you take.

- Research before you list – RPR – CRS – Listing Packages – Seller Information – Municipal Offices
- Compile documents that can help you verify the accuracy of your listing information – Listing Input Form.
- Entering a Coming Soon listing: on market date represents date listing is entered as Coming Soon. Marketing may begin for up to 14 days. Coming Soon End Date is the date the listing will go active in the MLS.



- The more information you can provide in your listings, the better.
How to: Input a listing – menu – add listing – follow the prompts and input your listing data – (Red fields are required) - save as incomplete or add listing!
- **Remember:** Use your listing input form as a guide.
- **Save listings as incomplete!** Save your listing and come back to it later
- Use the “check it” feature in MLS to make sure your listing is complete and accurate.

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MLS Listing Checklist:

- Upload Photos – 7 days to add a minimum of one (1) required photo for all residential resale, new construction, vacant land and multifamily.
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-
-
-

Verify Accurate Listing Data Using Case Studies!

Case #1

You were the listing broker on a property. Your contract was signed and accepted by all parties on 12/15/2017. Your contract close date is 1/20/2018. On 1/17/2018, you find out that repairs were not completed, and you need to extend your closing date to 1/30/2018. In addition to your contract extension paperwork, what will you need to change in the MLS to avoid a warning violation?

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Case #2

You have acquired a new listing and you decide that you do not have time to measure the property, so you take square footage from the old MLS listing and you put in your comments "buyer broker to verify information is correct." Is this good practice? Will you receive an MLS warning?

Case #3

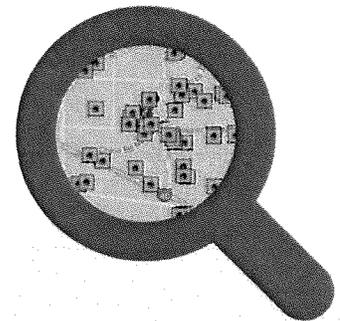
You will be listing a home in the old town area where homes were commonly built in the 1930's and 1940's. It is likely that you will need to have your seller complete, and you will need to upload what form in the MLS?

Searching in Flexmls:

The MLS is the database with the most comprehensive list of property and market information. Flexmls has a wide range of searching options and criteria to meet your needs!

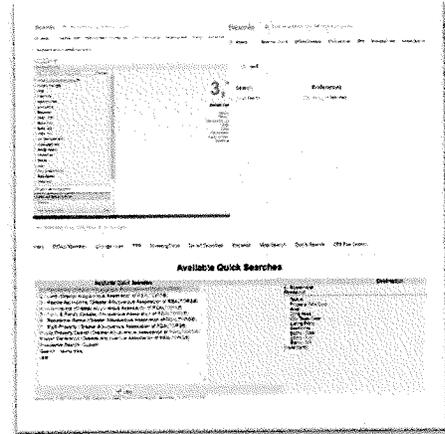
How to: menu – quick search – residential – enter your search criteria – tab through to list, details and more for results!

TIP! Toggle between arrows for calendar vs days back! Use "*" when searching for exact words or phrases!



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- Flexmls has multiple searching options!
- Use "Quick Searching" to and "Map Searching" to search for properties.
- Use more than one method for better results. – "what a broker puts in, a broker gets out."
- Variety of searches help you focus on the data that is important to your search.
- Use overlays for more detailed area information.



CMA's:

Use CMA's to help both buyers & sellers!

- Both buyers and sellers will need a CMA.
- Do you have your basic property details? **Address – square footage – updates**
- Do you know local market trends?
- Use several search methods for more accurate results.
- Sort your data in a way that efficient and easy to read.
- Customize the look of your reports with – RPR – Cloud CMA or custom Flexmls reports

Residential CMA

of 25 - North ABC Area - Listing Price between 0 and 600000. Close.

ID	Bath	Sq Ft	Acres	Year	Date	S/Sq Ft
2	2(2 0 0)	2,151	0.93	1995	05/02/2017	155.66
3	2(2 0 0)	1,736	0.81	2002	04/19/2017	160.30
3	2(2 0 0)	1,925	0.85	2002	07/02/2017	155.84
3	2(2 0 0)	1,940	0.83	1995	03/29/2017	143.23
2	2(2 0 0)	2,035	0.89	1995	07/29/2017	171.46
3	2(2 0 0)	2,197	0.85	2005	05/25/2017	146.08
3	3(2 0 1)	2,315	0.81	2005	04/17/2017	157.66
3	3(2 0 1)	2,343	0.89	1997	05/29/2017	154.29
3	4(2 0 1)	2,725	0.84	2002	05/20/2017	142.90
4	2(2 0 0)	1,742	0.85	2017	07/07/2017	189.12
3	3(2 0 1)	2,441	0.85	2004	07/21/2017	150.65
3	3(2 0 0)	2,477	0.87	1994	05/24/2017	143.52
4	4(2 1 1)	3,405	0.82	2004	05/29/2017	155.74
4	4(2 1 1)	3,537	0.84	2003	07/10/2017	147.61

155.61 DOM:CDOM: 44/51 O-Price: 365,610 L-Price: 345,000
 Median: 340,500

Exercise: Walter Needs a Rental Property

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Walter White has acquired a large sum of money and would like to buy a rental property that he will rent to his friend Huell. He is looking for a property in area 71 because he wants to be close to base. He would like at least a 4-bedroom property. While he is not concerned with price, he does not want to pay to live in a PID. Conduct a search based on these parameters.

Saving Searches:

Searching – Subscriptions – Portals!

<u>Saving a Search:</u>	<u>Subscriptions:</u>	<u>Portals:</u>
Saved search, assigned to a contact.	Automates search process.	For interactive clients.
Always running.	Delivers property information to clients as they want it.	Client receives their own login.
Does not have to be sent to client.		Client has ability to login and interact with FlexMLS.
No subscription or portal needed.		Some search capabilities via mobile device.
<i>How to: perform search – click the save button.</i>	<i>How to: Perform search – click save button- click save and add subscription.</i>	<i>How to: Contact management – add new contact – select create portal account</i>

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CRS – Courthouse Retrieval System



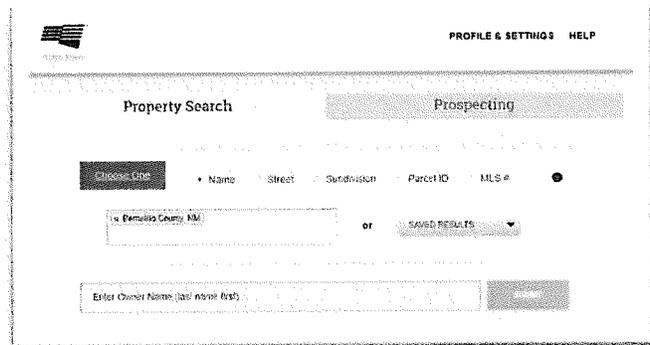
What is it? Courthouse Retrieval System (CRS) provides property information to real estate professionals. Help ensure your listing data is accurate by researching public records, neighborhoods, schools and subdivisions.

When to use it: To verify data for listings, or to research property information such as: lot sizes or flood zone information. Verify public record sales data and help enhance your prospecting efforts.

How to: Flexmls- Menu -CRS Tax Search

Use CRS when working in the following counties:

- Bernalillo
- Sandoval
- Torrance
- Valencia



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- Santa Fe

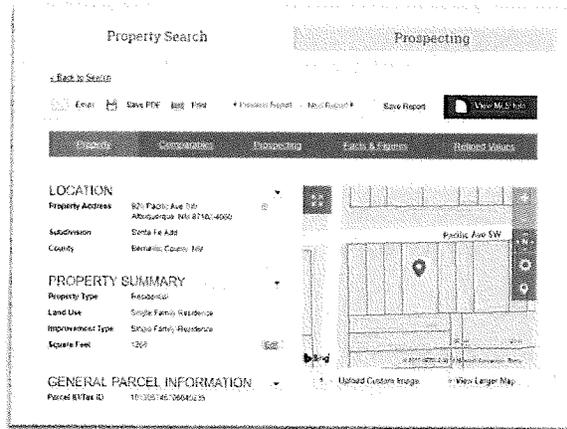
How to: CRS – select county – search by street- verify property Parcel ID code.

TIP! Click on view larger map to access the map layers to overlay things like – acreage – ownership information – school districts and more!

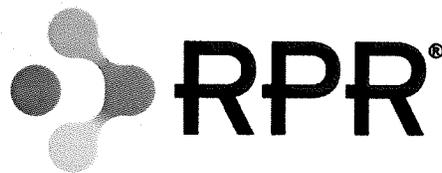
Retrieve information like:

UPC codes – Taxes – Acreage – Basic Sales/Mortgage History – Property Ownership Details – Flood Zone Information.

- Verify public record sales for CMA's.
- Pull owner information for prospecting.



Getting Started with RPR:



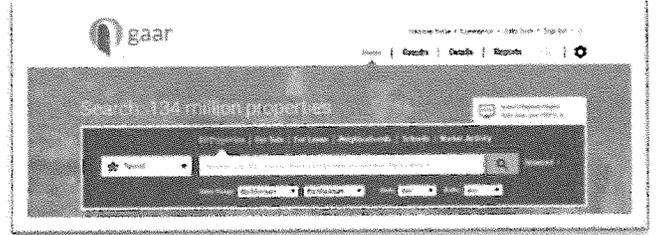
What is it? Exclusive to the REALTOR® community, RPR is a powerful tool that can help you run detailed property reports for both buyer and seller clients.

When to use it: Research neighborhood demographics and school information. Powerful buyer, seller and CMA reports. Also use the tool to research properties in other markets.

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How to: Flexmls – Menu – RPR **OR** GAAR Member Portal.

- If you are a first-time user, set up your account using your NRDS number
- Click on the sprocket icon on the right corner to complete profile information.
- Upload photos, logos and more to brand your reporting!

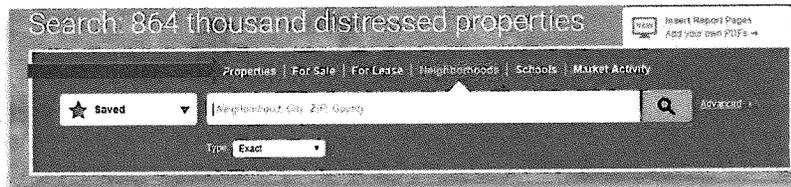


TIP! Find your NRDS number here: <https://reg.realtor.org/roreg.nsf/retrieveID?OpenForm>

Exercise #1

A buyer new to the area is thinking of buying in the Ventana Ranch area and wants more information about that neighborhood. Perform a neighborhood search in RPR.

How to: Select the neighborhood tab on the searching screen and type in the neighborhood search.

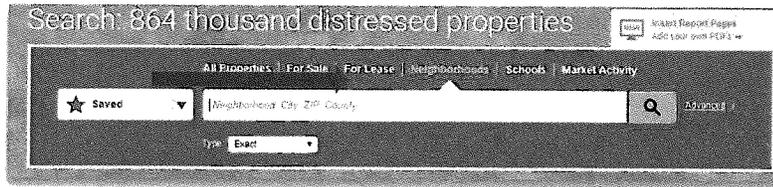


Exercise #2

You are working with a buyer who wants information on schools in area 87111. Perform a school search in RPR.

How to: Select the schools tab on the searching screen and type in the school search.

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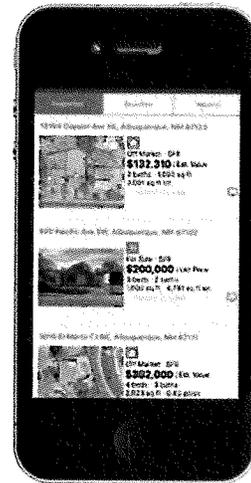


RPR Mobile:

Bonus! Download and use the RPR Mobile App.

- Download the mobile app for iPhone or Android!
- Search for properties and information while on the go!
- Create and send reports with a few clicks of a button.

TIP! Read more here! <http://blog.narrpr.com/p/mobile/>



Manage Clients Efficiently Using ShowingTime



What is it? Minimize the time it takes you to schedule showings with both buyer and seller clients. Using ShowingTime, create better business systems, manage more clients and increase your productivity.

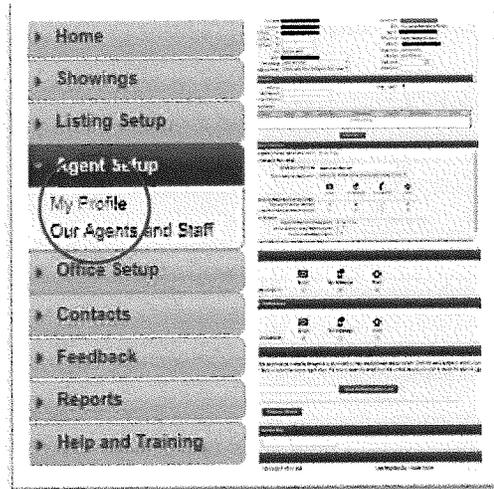
When to use it: Schedule showings for buyers, manage showings for listings, manage listing feedback.

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How to: Flexmls-ShowingTime OR GAAR member portal

Check your Profile Settings:

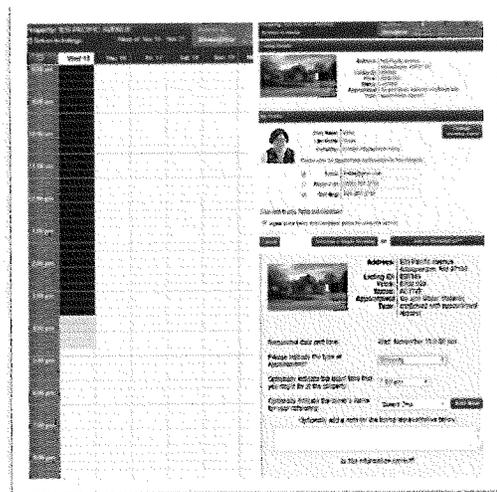
- Select your notification preferences.
- Enter name, mobile number and email.
- Select "YES" to allow ShowingTime to request online appointments.



Working with Buyers Using ShowingTime:

- Schedule a single showing with a few simple clicks in the MLS.
- Use ShowingCart to schedule a buyer tour quickly.

How to: Click the ShowingTime link – schedule a single showing – select time – add appointment details – and schedule!

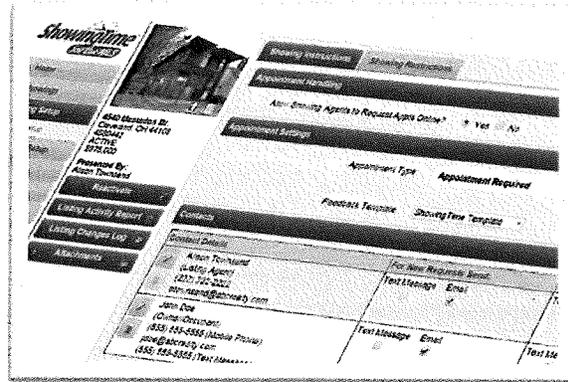


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Manage Your Listings with ShowingTime!

- No need to contact sellers directly to schedule showings.
- Around the clock appointment coverage.
- Notify sellers showing is complete with the mobile app.
- Manage showing feedback in one place



InfoSparks – Perform Market Research Using InfoSparks



What is it? InfoSparks is an interactive data tool to help you perform robust market reports for your listing and buyer clients.

When to use it: Researching specific market statistics for both buyers and sellers.

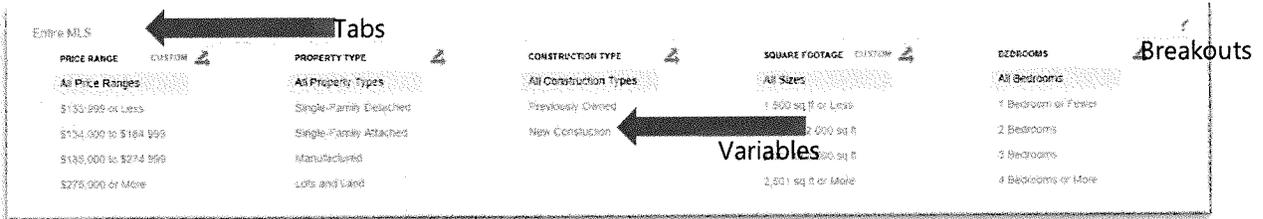
How to: FlexMLS – InfoSparks or GAAR Member Portal

InfoSparks and running a general search:

- **Tabs** – located at top of screen – select: area, city, zip, county or custom areas.
- **Variables** – define for each tab – price range, property type, construction type, bedrooms
- Compare year over year. 1, 3, 5, 10 years!
- Compare up to four areas at one time.

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- Select your graph view that best fits your needs!
- Use FastStats and My Areas for more report options.



Exercise:

You have a buyer client who wants to relocate to the Albuquerque metro area. They may have to move in 3 years, so they are curious how properties have held their value over the last 3 years. They want to compare the following details for both Albuquerque and Rio Rancho.

- Price Range – All
- Property Type – Single Family Detached
- Construction Type – previously owned
- Square Footage – 2,501+
- Bedrooms – 4

Take Control of your Safety and Your Business Using Real Safe Agent



RealSafeAgent

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What is it? Real Safe Agent is a community-based safety system that empowers the real estate community to protect themselves against crime.

When to use it: Anytime you are meeting with a new prospect, client, are showing homes or holding open houses.

- Crimes against brokers are statistically premeditated.
- Build a sense of community with your fellow brokers! Help each other stay safe when showing homes.

Sending a prospect link:

- Send a notice to prospects before meeting them.
- System to professionally collect prospect contact information.
- Verify their identity and rate your comfort level.

Accompany me:

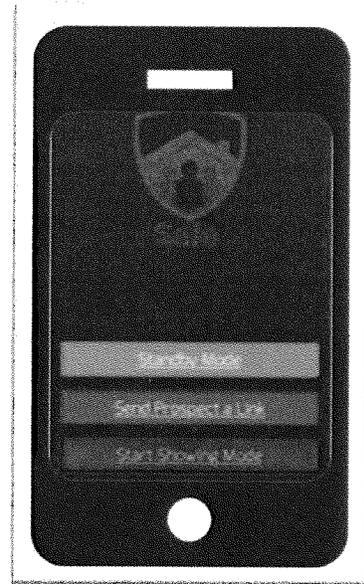
- Request a broker to meet you at a showing or open house.
- Request sent to brokers working within specified range.
- Receiving brokers can accept or decline request.

Showing mode and drop in alerts:

- Use showing mode when showing properties.
- Pressing and holding the home screen for 3 seconds will alert brokers in the area if you need assistance.

Emergency alerts:

- Only to be used in worse case situations.
- Sharp shaking motion will alert authorities of your location.



General Information

<u>Listing Member</u>	Co-listing Member
-----------------------	-------------------

Address Information

<u>UPC Code</u>						
Street #	Street Modifier	Direction*	<u>Street Name</u>	St Suffix*	Post Direction*	Unit #
<u>County*</u>						
<u>City/Town Code*</u>		<u>State/Province*</u>	<u>Zip Code*</u>	Zip +4		

Status Change Info

Coming Soon End Date

Contract Information

<u>Listing Price</u>	<u>Listing Contract Date</u>	<u>On Market Date</u>	<u>Expiration Date</u>
<u>Agreement Type*</u>	<u>Service Type*</u>	<u>Bank Owned*</u>	<u>Short Sale*</u>
<u>Unconditional Comp</u>	<u>Variable Rate Comm*</u>	Comp Comments	

Location

<u>Area*</u>	<u>Zone Atlas*</u>
<u>Directions</u>	

General Property Description

<u>Property Sub-Type*</u>	Length	Width	Model
Permanent Foundation*	Offsite Built*	Total Units	Unit Location*
Floor #	Stories in Unit	Total Stories in Bldg	Attached Type*
<u>UPC Unitized*</u>	<u>Fireplace*</u>	# of Fireplaces	<u>Stories*</u>
<u>Faces*</u>	<u>Builder</u>	<u>Apx Structured SqFt</u>	<u>SqFt Source*</u>
<u>Lot Acres</u>	<u>Lot SqFt</u>	Addl Lot Dim	Lot Description
<u>Lot Size Source*</u>	<u>Flood Insurance Required*</u>	<u>Disability Access*</u>	<u>MBR on Main*</u>
<u>Bedrooms</u>	Possible Bedrooms	<u>Baths - Full</u>	<u>Baths - 3/4</u>
<u>Baths - 1/2</u>	<u>Master Bath Desc*</u>	<u>Private Pool*</u>	Elementary School*
Middle School*	High School*	<u>Age*</u>	Year Built
<u>LBP Disclosure*</u>	<u>RANM 2100 Disclosure*</u>	<u>Garage Spaces</u>	Carport Spaces
<u>Basement*</u>	<u>Guest House*</u>	<u>Loft*</u>	Loft Included in SqFt*
<u>Supra Box*</u>	Lockbox Serial #		

Tax & Legal Info

<u>GRT Code*</u>	<u>Apx Taxes</u>	<u>Tax Exemption*</u>	<u>PID*</u>
PID Amount/Year	Owner Name	Owner Phone	Owner Phone 2

Required Field Field with a list*

<u>Owner/Broker*</u>	<u>Buyer Exclusion*</u>
Subdivision	
<u>Short Legal Desc</u>	
Long Legal Desc	

Remarks & Misc

Prop Specific Rmrks
LO/SO Remarks
Office Remarks

Seller Opt Out: Seller Directs Listing to be Excluded from Internet Seller Directs Address to be Excluded from Internet Seller Directs Listing to Not Be Used in AVMs on Internet
 Seller Directs Listing to Not Allow Comments on Internet
Publish this listing to: Realtor.COM Zillow/Trulia

Build Description: 1 req'd

- New Construction
- Resale
- Proposed Construction
- Under Construction

Fireplace Type

- Custom
- Freestanding
- Glass Door
- Log Lighter
- Thermal Control
- Vent Blower
- Wood Stove
- Decorative Only
- Gas Log
- Kiva
- Pellet Stove
- Two Way
- Wood Burning
- Zero Clearance

Pool

- Above Ground
- Enclosed
- Inground Fiberglass
- Inground Vinyl
- Solar Heated
- Automatic Cover
- Heated
- Inground Gunite
- Solar Cover

Garage Type

- Attached
- Converted
- Finished
- Opener(s)
- Oversized
- Storage
- Workshop Area
- Call Listing Broker
- Detached
- Heated
- Outlet 220
- RV Garage
- Two Doors

Basement

- Bsmt Overall SqFt:
- Basement Heated:
- Basement SqFt Incl:
- Basement Finished:
- Basement Fnshd SqFt:
- Basement Entry/Exit:
- Basement Bedrooms:
- Basement Bathrooms:
- Basement Rec Room:
- Basement Other Rooms:

Sunroom

- Sunroom:
- Sunroom Finished:
- Sunroom Heated:
- Sunroom SqFt:
- Sunroom SqFt Incl:

Guest House

- Guest House Fnshd:
- Guest House Heated:
- Guest House SqFt:
- Guest House SF Incl:

Green

- Green:
- Certification Type:
- HERS:
- HERS Score:

Laundry Location: 1 req'd

- Common Area
- Hall
- Service Room
- Utility Closet
- Other - See Remarks
- Garage
- Kitchen
- Stacked
- None

Laundry Power: 1 req'd

- Electric
- Natural Gas
- Propane & Electric
- Gas & Electric
- Propane
- None

Miscellaneous

- Guard House/Service:
- Hist Prop/Lndmk:
- Rented:
- Current Rent/Month:
- Tenant Stays:
- Land Lease:
- HOA:
- HOA Dues/Month:
- HOA Mandatory:

HOA Covers Type

- All Utilities
- Common Area
- Ext of Residence
- Greens
- Insurance
- Some Utilities - See Remarks
- Taxes
- None
- Clubhouse
- Community Pool
- Front Landscape
- Guard/Guardhouse
- Security
- Streets
- Tennis Courts

Occupant Info

- Occupant Name:
- Occupant Type:
- Tenant Phone:

Showings Info

- Alarm Codes:
- Contractor Lock Boxes:
- Gate Code:

Showing Requirements: 1 to 3 req'd

- Alarm Present
- Appt w/Owner
- Lockbox Call 1st
- Pet Present
- See LO/SO Remarks
- Appt w/Listing Brkr
- Appt w/Tenant
- Lockbox Text First
- Schedule via ShowingTime
- Vacant On Lockbox

Land Use

- Adult Community
- Gated Community
- Irrigation
- PUD
- Subdivided
- Easement
- Horses
- Leased
- Restricted

Roof: 1 to 3 req'd

- Bitumen
- Flat
- Mansard
- Mixed
- Pitched/Flat
- Rolled Roofing
- Shake
- Slate
- Tar/Crushed Rock
- TPO (G)
- Composition
- Foam
- Metal
- Pitched
- Positive Pitched
- Rubber Membrane
- Shingle
- Tar Gravel
- Tile

Construction: 1 to 3 req'd

- Adobe
- Brick
- Eco/Rastra Block
- Green (G)
- ICF Wall System (G)
- Masonry
- Modular
- See Plans
- Slump Rock
- Block
- CO Concrete
- Frame
- Hollow
- Log
- Metal
- Partial
- SIP System (G)
- Straw

Exterior Material: 1 to 4 req'd

- Aluminum Siding
- Brick Veneer
- Brick/Wainscoting
- Masonite
- Stucco
- Stucco-Synthetic
- Wood Siding
- Concrete/Cement
- Board & Batten
- Brick Veneer Front
- Log Siding
- Metal Siding
- Stucco-Natural (G)
- Vinyl
- None

Exterior Features: 1 to 15 req'd

- Alley
- Back Yard Access
- Barn Stalls/Other
- Deck
- Fenced Backyard
- Fenced Front
- Fireplace
- Gated
- Greenhouse
- Hot Tub
- Patio Combination
- Patio Glassed
- Patio Screened
- Playground
- Rock
- RV Pad
- Security Wrought Iron
- Solar Panels
- Tennis Court
- Walled Backyard
- Workshop
- Back Yard Acc. Poss.
- Balcony
- Courtyard
- Fenced All
- Fenced Cross
- Fire Pit
- Gas Stub Out
- Gazebo
- Grill
- Outside Kitchen
- Patio Covered
- Patio Open
- Patio Steps/Rails
- Raquet/Handball Crt
- RV Hookup
- Satellite Dish
- Skirting
- Storage
- Wall Privacy
- Walled Front
- None

Interior Features

- 2+ Living Areas
- Alarm System
- Attic
- Beam Ceiling
- Built-In Bookcase
- Cathedral Ceiling
- Ceiling Fan(s)
- Cove Ceiling
- Dining Room L
- Dressing Area
- Formal DR
- Great Room
- Hobby Room
- In Law Suite
- Jack and Jill Bath
- Loft
- MB Dbl Sink
- MB His/Her
- MB Shower Only
- MB Tub Only
- Raised Ceiling
- Separate Shower
- Sitting Room
- Smoke Alarm(s)
- Study/Office
- Walk-In Closet(s)
- Wet Bar
- 2+MBR
- Atrium
- Bar In Kitchen
- Breakfast Nook
- Cable TV
- Cedar Closet
- Country Kitchen
- Dining Room Front
- Dining Room Rear
- Family DR
- Foyer
- High Speed Internet
- Hot Tub
- Intercom
- Kitchen Island
- LR/DR Combo
- MB Garden Tub
- MB Jetted Tub
- MB Shower/Tub
- Pantry
- Separate Entrance
- Separate Tub
- Skylights(s)
- Split MBR
- Sunken LR
- Water Closet(s)

Appliances

- Blt In Elec Stve/Ovn
- Central Vac
- Convection Oven
- Dishwasher
- Double Oven
- Dryer
- Energy Star (G)
- Frestnd Gas Stv/Ovn
- Humidifier
- Microwave
- Refrigerator
- Washer
- Water Softr. Leased
- Wine Cooler
- Blt In Gas Stve/Oven
- Compactor
- Cooktop
- Disposal
- Downdraft Range
- Dryer H/U
- Frestnd Elec Stv/Ovn
- Grill
- Instant Hot
- Range Hood
- Self Clean Oven
- Washer H/U
- Water Softr. Owned

Heating: 1 to 3 req'd

- 2+ Units
- Central Forced Air
- Energy Star (G)
- Gravity
- Heat/Cool Combo (G)
- Natural Gas
- Propane Leased
- Radiant
- Solar Hybrid (G)
- Wall Unit
- Zoned
- Baseboard
- Electric
- Floor Furnace
- Heat Pump
- Hot Water
- Perimeter
- Propane Owned
- Solar Active (G)
- Solar Passive (G)
- Wood Stove
- None

Cooling: 1 to 3 req'd

- 2+ Units
- Central
- Evaporative
- Heat/Cooling Comb(G)
- Roof Turbine
- Window Units(S)
- Attic Fan
- Energy Star (G)
- Heat Pump
- Refrigerated
- Rough In Only
- None

Water/Sewer: 1 to 3 req'd

- City Water
- Hauled Water
- Rainwater Harvest(G)
- SepticAdvProc (G)
- Sewer-City
- Sewer-Vault
- Well
- Community water
- Irrigation Well
- Septic Tank
- Sewer-Cesspool
- Sewer-Community
- Shared Well
- Greywater Reuse (G)

Landscape

- Allowance
- Back
- Common Area
- Front and Back
- Garden
- Part Sprinklers
- SW Gravel Lndscp
- Trees
- Xeriscape
- Auto sprinklers (G)
- Bubble Drip (G)
- Front
- Full Sprinklers
- Lawn/Grass
- Partial Landscape
- SW Natural Ldscp (G)
- Turf
- None

Flooring: 1 to 3 req'd

- Bamboo
- Carpet
- Cork
- No Carpet
- Tile
- Wood
- Brick
- Concrete
- Laminated
- Stone
- Vinyl

Windows: 1 to 3 req'd

- Bay/Bow
- Clerestory
- Low-E
- Metal Clad
- Security Bars
- Sliding
- Thermal Triple Pn(G)
- Thermal(multi-part)
- Wood
- Casement
- Fixed
- Metal
- Sash
- Single Pane
- Storm
- Thermal-Double Pane
- Vinyl

Style

- A-Frame
- Axle and Hitch
- Bungalow
- Craftsman
- Dome
- Elevated
- Ground
- Log
- Mid-century Modern
- Modular
- Northern New Mexico
- Pueblo
- Ranch
- Revival
- Split Level
- Triple Wide
- Victorian
- Addition
- Bermed
- Contemporary
- Custom
- Double Wide
- Fixer Upper
- Guest
- Mediterranean
- Model
- Mountain Home
- Patio Home
- Queen Anne
- Recreational
- Single Wide
- Territorial
- Tuscan
- Zero Lot

Green Energy Generation

- Solar
- Geothermal
- Wind
- Other

Electric

- Generator
- Photovoltaics Seller Owned
- Wind Turbine Seller Owned
- None
- Photovoltaics Third-Party Owned
- Wind Turbine Third-Party Owned

Lot Description

- Corner
- Golf Course Lot
- Horses
- Off the Grid (G)
- Steep Slope
- Wooded
- Cul De Sac
- GolfCourse Community
- Meadow
- Planned Community
- Views
- Wooded and Meadow

Finance Considered: 1 to 4 req'd

- Cash
- FHA
- Lease
- Lease Purchase
- VA
- Conventional
- Joint Venture
- Lease Option
- Owner Financing
- Other - See Remarks

General Access

- Deeded
- Ditch Bank
- Forest Service Road
- Gravel Road
- None/Landlocked
- Private Road
- Dirt Road
- Easement
- Frontage Road
- Non Dedicated Road
- Paved Road
- Public Road

Possession: 1 req'd

- Call Listing Agent
- Day of Funding
- Other - See Remarks
- Day of Closing
- Tenant Rights

Sales Info

- Seller Assist Ofrd:
- FIRPTA:
- Trade/Xch Considered:

Trade/Xch Terms

- Equity See LO/SO
- Trade for Home (L)
- Trade for Pers Prop
- Trade for Home (H)
- Trade for Other RE

Zoning: 1 to 5 req'd

- A-1
- A-3
- AC
- AP-1
- C-1
- C-3
- C-LI
- CB-1
- CCR-1
- CCR-3
- DO
- G-4
- H-1
- HP
- IP
- M-2
- M-R
- MRHD
- MV-TOD
- O-1
- O-S
- OR-2
- P
- P-R
- PR
- R-2
- R-4
- R-6
- R-D
- R-LT
- R0-20
- RA-2
- RD
- RM-1
- RO-1
- RR
- RR-2
- RS
- S-DR
- S-MI
- S-R
- SC-LC-1
- SD-IMU
- SD-LC-2
- SD-LDR-1
- SD-N14RC
- SFHD
- SU
- SU-2
- SU/MU
- SUP
- UCO
- Y11
- MX-FB-FX*
- MX-FB-UD*
- MX-H*
- MX-M*
- NR-BP*
- NR-GM*
- NR-PO-A*
- NR-PO-C*
- NR-SU*
- R-1A*
- R-1C*

- A-2
- A-R
- AP
- AP-2
- C-2
- C-B
- C-N
- CB-2
- CCR-2
- CMU
- E-1
- GD
- HO
- IM-3
- M-1
- M-H
- MH
- MU-A
- NR
- O-2
- OR-1
- OS
- P-2
- PC
- R-1
- R-3
- R-5
- R-7
- R-G
- R-T
- RA-1
- RC
- RES-E
- RM-2
- RO-20
- RR-1
- RRA
- RTHD
- S-I
- S-MR
- S-U
- SD-HC
- SD-IVC
- SD-LDA-1
- SD-MDR-2
- SD-RO
- SM
- SU-1
- SU-3
- SUL
- T-Z
- VC
- MX-FB-AC*
- MX-FB-ID*
- MX-FB*
- MX-L*
- MX-T*
- NR-C*
- NR-LM*
- NR-PO-B*
- NR-PO-D*
- PD*
- R-1B*
- R-1D*

- R-A*
- R-MH*

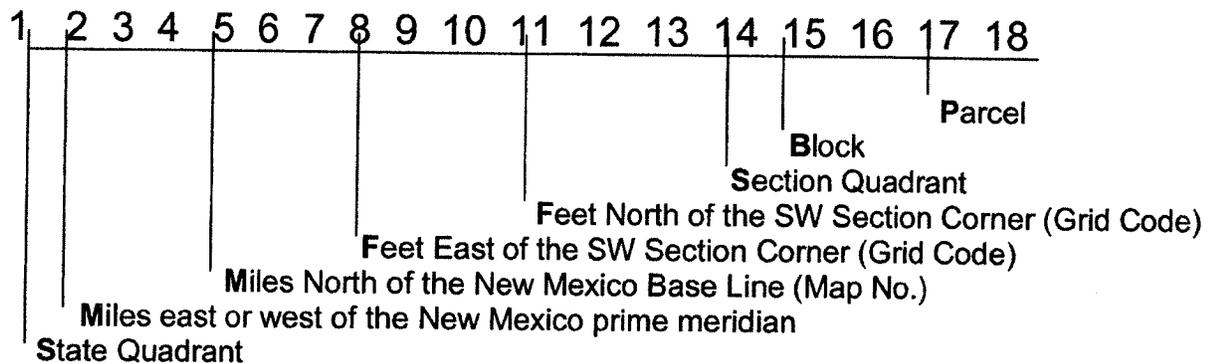
- R-MC*
- R-ML*

UPC CODES ARE REQUIRED FOR BERNALILLO COUNTY PROPERTIES!

If you cannot locate a UPC number you may try calling the Bernalillo County Tax Assessor's Office at 768-4050. Ask for the Coding Department to have them search by Legal description, and ask for the DATA ENTRY Dept to search by Property address and/or Owner's name.

How to read a UPC Code

Below is a breakdown of how an UPC code can be deciphered.



How to use the Code

EXAMPLE: 101606509851720715

1st position: State quadrant (1)

2nd – 4th positions: Miles east or west of the New Mexico prime meridian. (016)

5th – 7th positions: Miles North of the New Mexico Base Line (065)

8th – 10th positions: Feet East of the SW Section Corner (098)

11th – 13th positions: Feet North of the SW Section Corner (517)

14th position: Section Quadrant (2)

15th – 16th positions: Block (07)

17th-18th position: Parcel (15)

GENERAL REAL ESTATE TERMS

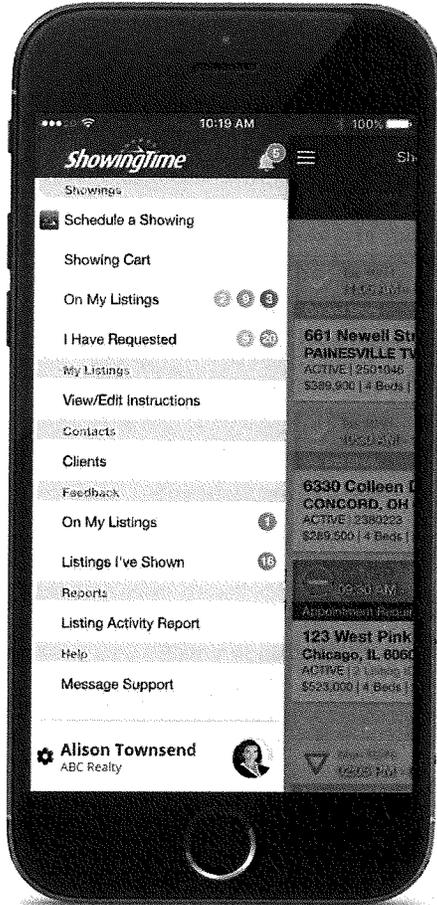
1. ACTIVE SOLAR
A system which collects and stores the sun's energy in form of heat that transfers the heat through the structure.
2. ALL BRICK
Brick inside and brick outside. No framing.
3. ASSUMABLE-INTEREST ESC.
Loan is assumable, however the interest rate may escalate.
4. BALLOON/CALL PROVISION
A provision which requires all or part of the remaining principle to be due prior to the completion of the amortization.
5. BASEBOARD
Can be electric or hot water along the base of the wall.
6. BEDROOM
A room with a closet, door and a window.
7. BREAKFAST ROOM/NOOK
Small eating area off the kitchen.
8. BRICK VENEER
Bricks placed on the outside of another structure. (usually a framed structure).
9. BUBBLERS
Irrigation system which uses restricted flow devices (bubblers) for small areas such as flower beds.
10. CALIFORNIA OVERHANG
An extended projection of a flat roof beyond the wall of the lower part.
11. CLERESTORY WINDOWS
Windows placed high above the living area.
12. CONDOMINIUM
A unit where there is no fee ownership of the underlying land.
13. CUSTOM INSERT-FIREPLACE
Usually a custom built wood burning unit made to be inserted in an existing fireplace.
14. COUNTRY KITCHEN
A large kitchen with a family dining area.
15. COVE CEILING
Curved where the wall meets the ceiling.
16. DEN
Separate room that can be closed off from other living areas.
17. DRIP IRRIGATION
Irrigation system which uses small hoses to direct a small amount of moisture to a specific area.
18. FAMILY ROOM
Opens to another living area, as in a kitchen.
19. GEODESIC HOME
Having a curve the same as the curve of the earth - Geometric figures.
20. GREAT ROOM
The only large living area.
21. HEAT PUMP
Electric or gas unit which circulates heated or cooled fluid through the system.
22. HOLLOW TILE
Clay block used for construction.

23. LEASE OPTION	A rental lease which, for a fee, provides the renter with an option to buy the property before a specified date.
24. LEASE PURCHASE	Purchase of property that allows a lease period prior to the closing of the transaction.
25. LP GAS	Liquid propane gas. A tank system used in areas where natural gas lines are not available.
26. MANSARD	A roof having two slopes on all sides with a lower slope steeper than the upper one.
27. METAL CASEMENT WINDOW	Window unit constructed of metal that opens with crank horizontally.
28. METAL SASH WINDOWS	Window unit constructed of metal that opens vertically.
29. NMMFA	New Mexico Mortgage Finance Authority state or bond money available from time to time.
30. OWNER HMOT	Owner is home most of the time.
31. PASSIVE SOLAR	A feature that does not use a mechanical system and is specifically designed to utilize the sun's energy efficiently to contribute to the heating of the home.
32. PATIO HOME	A free standing property with no common walls on a zero lot line.
33. PERIMETER HEAT	Any source of heat in which the sources of heat are located at the perimeter of the structure.
34. PERMANENTLY AFFIXED	Axles and tongue removed; attached to a permanent foundation; is skirted or blocked. Can be financed, meeting requirements by FHA and VA.
35. PUD	Planned Unit Development. Fee simple on the lot and undivided interest in the common area.
36. QUARRY TILE	A natural cut stone not man made, i.e., marble, granite or stone.
37. RADIANT HEAT	Heat that is transmitted by wave motion much like light often in the form of electric ceiling or floor cables burned in the textured material in the ceiling or in the flooring material.
38. REC/DOT	Real Estate Contract or Deed of Trust.
39. ROLLED ROOFING	Rolled on asphalt or composite used as the only roof cover.
40. SLUMP ROCK	An oversized brick with irregular surfaces.
41. STORM WINDOWS	Interior or exterior addition to the existing window, not sealed.
42. SW/NATURAL LANDSCAPING	Southwester/natural landscaping. Landscape utilizing plants and items which are natural to arid climate such as cactus, chamisa, yucca, rock, etc.
43. THERMAL WINDOWS	Double pane and sealed.

44. TOWNHOUSE Has at least one wall attached to another living unit.
45. TROMBE Heat absorbing wall with an exterior spaced glass covering and vented into the home.
46. WOOD CASEMENT WINDOW Window unit constructed of wood that opens with crank horizontally.
47. WOOD SASH WINDOWS Window unit constructed of wood that opens vertically.
48. WRAP-AROUND A new loan is wrapped around an existing loan. The existing mortgage is not assumed, remains on the property and continues to be paid by the seller. Be cautious when using this type of mortgage. Check with your title company.
49. ZERO CLEARANCE-FIREPLACE Usually a self-contained modular unit that can be placed next to combustible material.
50. ZERO LOT LINE Positioning of a structure on a lot so that one or more sides rests directly on the lot's boundary line.

SHOWINGTIME MOBILE APP

Use the ShowingTime Mobile App to confirm showings, manage showing feedback and view listing activity reports!



The ShowingTime Mobile App is free, just visit the Google Play Store or the Apple App Store to download it today!

What You Can Do From The Mobile App:

- ✓ Schedule or confirm showings
- ✓ See upcoming showing appointments
- ✓ View showing instructions
- ✓ Request feedback from showing agents
- ✓ Respond to showing feedback requests
- ✓ Share listing activity reports with sellers
- ✓ Get push notifications of showing requests and confirmations
- ✓ Search listings in your MLS
- ✓ Send price adjustment emails
- ✓ Add activities (open houses, etc.) to listing reports

How To Set Up Your Sellers To Use The App:

Follow the steps below to authorize your seller to use the app:

1. Add the seller as a listing contact in the Listing Worksheet; be sure to include their email. You can access the Listing Worksheet when you access your ShowingTime Profile through the MLS.
2. Click "Save;" an email is automatically sent to them.

The ShowingTime App can be downloaded for free from the Google Play Store or the Apple App Store.



Add New Owner/Occupant

First Name: John
Last Name: Smith
Owner? Yes No
Occupant? Yes No
Mobile Phone: 555-555-5555 Use for Text Messages
-- Phone Type --
-- Phone Type --
Fax:
Email: jsmith@showingtime.com
Mobile App Access Yes No
Devices
No registered devices
Save Close

Wildcard Searches

Certain fields, like Remarks, Address, and Legal allow you to enter text when creating a search. When entering text to search, you can refine your search results by using the wildcard characters (*) and (?). You can also use a blank space to help limit wildcard search results.

The Asterisk (*)

If you enter an asterisk before your search term, your results will include all results that *end* with your search text. For example, entering *wood into a Street field will find street names that end in “wood” like “Dogwood,” “Hollywood,” and “Northwood.”

Street Name like wood*
*wood

If you enter an asterisk after your search term, your results will include all results that *begin* with your search text. For example, entering wood* into a Street field will find street names that begin with “wood” like “Woodlawn,” “Woodstar,” and “Woodward.”

Street Name like wood*
wood*

If you enter an asterisk before *and* after a search term, your search results will include listings in which that term appears anywhere in the field. For example, if you search for *unit 1* in the Legal Description, your search results will include all results where “unit 1” can be found anywhere in the Legal Description.

Short Legal Desc like *unit 1*
unit 1

Be aware that the above example will also bring up results for any text that *includes* “unit 1” such as “unit 11” and “unit 12.” Use a space before the second asterisk to limit the search specifically for the term “unit 1.” For example, typing *unit 1 * into the Legal Description brings up results limited to those that include precisely “unit 1” in the Legal Description field.

Short Legal Desc like *unit 1 *
*unit 1 *

The Question Mark (?)

You can use a question mark (?) to indicate a single wild card character. This can help compensate for common misspellings of words. For example, if you want to search the Remarks field to find listings with granite countertops, you can type *gran?te* in the Remarks field. The search results will include all listings that mention “granite” countertops as well as listings that have misspelled it as “granate” countertops.

Prop Specific Rmrks like *gran?te*
gran?te

Southwest Multiple Listing Service, Inc.
A wholly owned subsidiary of the
Greater Albuquerque Association of REALTORS® , Inc.
RULES AND REGULATIONS
Last revised October 24, 2018

General Definitions

- GAAR – Greater Albuquerque Association of REALTORS®
- Affiliate – Affiliate Member of GAAR
- The Service – Southwest Multiple Listing Service, Inc.
- Downloading – The electronic transmission of MLS Compilations from servers managed by The Service
- Electronic Display – Any means of electronically transmitting listing data for public viewing
- Participant – REALTOR® Principal who under these Rules has qualified and joined as a Participant
- Subscriber – Non-Principal broker and licensee and/or appraiser affiliated with Participant who under these Rules has qualified and joined as a Subscriber
- Service Area – The area within which The Service functions, which area shall be at The Services discretion
- The Service Compilation – Any format in which property listing data is collected and disseminated to Participants/Subscribers
- Filed with The Service – Information entered into The Service compilation
- LO/SO – Listing Office to Selling Office

Property Type Information

- Detached residential property means any single family home detached from any adjacent property and can include factory built homes that are built to satisfy the Uniform Building Code adopted and administered in New Mexico
- Attached residential property means any property that is attached to the adjacent property in any manner
- Manufactured residential property must be legally classified as real property
- Manufactured residential property may be verified by a Housing and Urban Development Data Plate on the outside of the home and/or a Compliance Certificate located inside the home

Listing Status Information

- Active (A) – Available to be shown and sold now, check Showing Instructions and Remarks fields for showing and selling stipulations, “Do Not Show” or “Temporarily Off Market” conditions must not exceed 7 days. Buyer sale contingency listings may be kept in Active status with LO/SO remarks stating that a buyer sale contingency is in effect with a ____ hour contingency removal period.
- Coming Soon (CS) – Short-term status when preparing a property for active status. This status allows a property with a listing agreement in effect to be displayed within the MLS to Participants/Subscribers prior to being made Active. Status indicates that the Listing Broker and the seller are preparing the property for Active status, and is intended to notify other Participants/Subscriber of a property that will be made fully available to the public once preparations have been completed. Status may be used for up to fourteen (14) days prior to the listing being made Active by the Participant/Subscriber, and listing information entered in the MLS must meet all requirements of an Active listing, except for a photo. If the listing is not made Active by the Participant/Subscriber within fourteen (14) days, it will automatically be made Active by the system on day fifteen (15). The property may not be relisted in this status until the listing has been Withdrawn or Expired from

the MLS for ninety (90) days. If a listing is being promoted, advertised or marketed as Coming Soon, the listing must be entered into the MLS within forty-eight (48) hours. Any promotion, advertising, or marketing of a listing in this status must be noted as 'Coming Soon', including a 'Coming Soon' rider on any signs. Any promotion, advertising or marketing of a property in this status, other than as 'Coming Soon', will disqualify the property from using this status.

- Active Under Contract (UC) - An offer has been accepted but the listing is still on market, with the specific contingency to be noted. Any listings in this status must state the following at the beginning of the public remarks, "Under Contract Taking Backup Offers". Acceptable contingencies are Contingent on Lender/Bank Approval for Short Sales and REO properties, and Contingent on Corporate/Relocation approval.
- Pending (P) – A purchase agreement has been accepted by the buyer and seller to execute the sale of real property. Participant/Subscriber may not show/contact the Seller when it is in Pending status without the permission of the Listing Broker.
- Closed (C) – Closing has taken place.
- Rented (R) – A Residential Rental property that has been rented by a tenant.
- Withdrawn (W) – Property is unavailable for showing – listing agreement is still in effect.
- Cancelled (K) – Listing agreement has been cancelled prior to expiration date of agreement. The same Participant may only re-enter the property as a new listing if it is disclosed by placing the word "RELIST" in the LO/SO Remarks field of the listing being placed in a cancelled status.
- Expired (X) – Listing agreement has expired.

Listing Procedures

Section 1 Listing Procedures

Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, and are located within the Service Area, and are taken by Participants shall be Filed with The Service within 48 hours after all necessary signatures of seller(s) have been obtained: *(Amended 11/01)*

- a. single family detached, attached, or manufactured homes for sale or exchange
- b. vacant lots and acreage for sale or exchange
- c. two-family, three-family, and four-family residential buildings for sale or exchange

Note 1: The Service shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by The Service, although a property data form may be required as approved by The Service. However, The Service, through its legal counsel:

- may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the participants
- assure that no listing form filed with The Service establishes, directly or indirectly, any contractual relationship between The Service and the client (buyer or seller)

The Service shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other Participants of The Service acting as transaction brokers, buyer agents, or both. *(Amended 11/96)*

The listing agreement must include the seller's written authorization to submit the agreement to The Service. *(Amended 11/96)*

The different types of listing agreements include:

- exclusive right-to-sell
- open
- exclusive agency
- net

The Service may not accept **net listings** because they are deemed unethical and, in most states, illegal. **Open listings** are not accepted except where required by law because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation. *(Amended 4/92)*

The **exclusive right-to-sell** listing is the conventional form of listing submitted to The Service in that the seller authorizes the listing broker to cooperate with and to compensate other brokers. *(Amended 4/92)*

The **exclusive agency** listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right-to-sell listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right-to-sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right-to-sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right-to-sell listings with prospect reservations. *(Amended 4/92)*

Note 2: A multiple listing service does not regulate the type of listings its members may take. This does not mean that a multiple listing service must accept every type of listing. The Service shall decline to accept open listings (except where acceptance is required by law) and net listings, and it may limit its service to listings of certain kinds of property. But, if it chooses to limit the kind of listings it will accept, it shall leave its members free to accept such listings to be handled outside The Service.

Note 3: A multiple listing service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of The Service compilation of current listings. *(Adopted 11/92)*

Section 1.1 Types of Properties

Following are some of the types of properties that may be published through The Service, including types described in Section 1 that are required to be filed with The Service and other types that may be filed with The Service at the Participant's option provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker: *(Amended 11/91)*

- detached residential for sale
- attached residential for sale
- manufactured residential for sale
- vacant land
- residential income
- commercial sale
- commercial lease
- farm and ranch
- residential for rent

Section 1.1.1 Listing Subject to Rules and Regulations of The Service

Any listing taken on a contract to be filed with The Service is subject to the rules and regulations of The Service upon signature of the seller(s).

Section 1.2 Detail on Listings Filed with The Service

A listing agreement or property data form, when filed with The Service by the listing broker, shall be complete in every detail which is ascertainable as specified on the appropriate data input form.

Section 1.2.1 Limited Service Listings

Listing agreements under which the listing broker will not provide one, or more, of the following services:

- a. arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c. advise the seller(s) as to the merits of offers to purchase
- d. assist the seller(s) in developing, communicating, or presenting counter-offers
- e. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property

will be identified with an appropriate code or symbol (LS) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property. *(Adopted 5/01)*

Section 1.2.2 MLS Entry-only Listings

Listing agreements under which the listing broker will not provide any of the following services:

- a. arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c. advise the seller(s) as to the merits of offers to purchase
- d. assist the seller(s) in developing, communicating, or presenting counter-offers
- e. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property

will be identified with an appropriate code or symbol (e.g., EO) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

Section 1.2.3 Auction Listings

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 OK)
- Unconditional compensation must be offered
- Some degree of brokerage relationship must be in place for the duration of time the listing is on MLS

Section 1.3 Exempted Listings

If the seller refuses to permit the listing to be disseminated by The Service, the Participant may take the listing but not file it with The Service. The Participant must submit certification signed by the seller to The Service. This certification may be provided on the Listing Agreement or Listing Agreement Addendum indicating waiver.

Section 1.4 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 forty-eight (48) hours (excepting weekends, holidays, and postal holidays) after the authorized change is received by the listing broker.

Section 1.5 Withdrawal of Listing Prior to Expiration

Listings of property may be withdrawn from The Service by the listing broker before the expiration date of the listing agreement, provided notice is filed with The Service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

Sellers do not have the unilateral right to require The Service to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated, The Service may remove the listing at the request of the seller. *(Adopted 11/96)*

Section 1.6 Contingencies Applicable to Listings

Any contingency or conditions of any term in a listing shall be specified and noticed to the participants.

Section 1.7 Listing Price Specified

The full gross listing price stated in the listing contract will be included in the information published in The Service's compilation of current listings, unless the property is subject to auction. *(Amended 11/92)*

Section 1.8 Listing Multiple Unit Properties

All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the property data form. When part of a listed property has been sold, proper notification should be given to The Service within forty-eight (48) hours (excepting weekends, holidays, and postal holidays).

Section 1.9 No Control of Commission Rates or Fees Charged to Participants

The Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, The Service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and nonparticipants.

Section 1.10 Expiration of Listings

Listings filed with The 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 Service receives notice that the listing has been extended or renewed. *(Amended 11/01)*

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. *(Amended 11/01)*

Section 1.11 Expiration Date on Listings

Listings Filed with The Service shall bear a definite and final expiration date, as negotiated between the listing broker and the seller.

Section 1.12 Service Area

Only listings of the designated types of property located within the service area are required to be submitted to the service. Listings of property located outside The MLS's service area will be accepted if submitted voluntarily by a Participant, but cannot be required by the service. *(Amended 11/17)*

Section 1.13 Listing of Suspended Participants

When a Participant of The Service is suspended from The Service for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, The Service bylaws, The Service rules and regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with The Service by the suspended Participant shall, at the Participant's option, be retained in The Service until sold, withdrawn or expired, and shall not be renewed or extended by The Service beyond the expiration date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the association (except where The Service participation without association membership is permitted by law) or The Service (or both) for failure to pay appropriate dues, fees, or charges, an association The Service is not obligated to provide services, including continued inclusion of the suspended Participant's listings in The Service compilation of current listing information. Prior to any removal of a suspended Participant's listings from The Service, the suspended Participant should be advised, in writing, of the intended removal so that the suspended Participant may advise his clients.

Section 1.14 Listing of Expelled Participants

When a Participant of The Service is expelled from The Service for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with The Service by the expelled Participant shall, at the Participant's option, be retained in The Service until sold, withdrawn, or expired, and shall not be renewed or extended by The Service beyond the expiration date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the association (except where The Service participation without association membership is permitted by law) or The Service (or both) for failure to pay appropriate dues, fees, or charges, The Service is not obligated to provide services, including continued inclusion of the expelled Participant's listings in The Service compilation of current listing information. Prior to any removal of an expelled Participant's listings from The Service, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise his clients.

Section 1.15 Listing of Resigned Participants

A Participant may resign from The Service provided that the he submits his request in writing and brings current all financial accounts with The Service. Resignation shall become effective forty-eight (48) hours from receipt of written notification to The Service, at which time all services shall be terminated. Active, Pending, and Withdrawn listings of the resigned Participant shall have their status changed to Cancelled.

Section 1.16 Listing of Inactive Participants

A Participant may request inactive status from The Service for a period not to exceed one (1) year. He must submit his request in writing and bring current all financial accounts with The Service. Inactive status is effective forty-eight (48) hours from written notification to The Service, at which time all services shall be terminated. All Active, Pending, and Withdrawn listings of the inactive Participant shall have their status changed to Cancelled. An inactive Participant may return to active status upon written request at any time prior to the expiration of the inactive period.

Section 1.17 Property Specific Remarks

The only verbiage allowed in the Property Specific Remarks is property specific information. No other information is authorized; e.g. no internet links, advertisements, personal/company promotions or contact information including but not limited to telephone numbers, email addresses, and websites.

Section 1.18 Addenda

Any document filed with The Service must be property specific or relating to brokerage responsibilities.

Section 1.18.1 Lead Based Paint Disclosure

Lead Based Paint Disclosure must be uploaded to MLS on any listing that indicates Lead Based Paint disclosure is required, except where seller(s) expressly direct that such disclosure documents not be disseminated through the MLS.

Section 1.18.2 Public Improvement District Disclosure

Public Improvement District (PID) Disclosure must be uploaded to MLS within 24 hours on any listing that indicates that the listing is located within a PID, except where seller(s) expressly direct that such disclosure documents not be disseminated through the MLS.

Section 1.19 Virtual Media

The Virtual Media field on the data input form shall only contain a URL link directly to the Virtual Media for that specific property listing. Virtual Media is defined as a 360-degree tour of a property, video of the property, or a slide show of static pictures. Virtual Media shall not contain internet links, advertisements, personal/company promotions or contact information.

Section 1.20 Photos

The listing Participant or Subscriber shall load at least one digital image of each property (single family detached, attached, manufactured, vacant land, or residential income homes for sale or exchange) listed in the MLS within seven (7) days of the list date except where seller(s) expressly direct that photographs of their property not appear in MLS compilations. Digital images submitted to MLS shall only contain photos pertinent to the listed property, floor plans of the listed property, renderings of the listed property, or plat maps. If the listed property has a dwelling, at least one image must be of the front of the dwelling. If the listed property is vacant land at least one image must be of the street view of the lot. The required image for Vacant Land can also be a satellite image or birds eye view of the lot if the land is not accessible by roadway. Digital images should not contain contact information such as names, phone numbers, email addresses or web site addresses, including use of embedded, overlaid, or digitally stamped information, except for the listing Participant's yard sign provided that such yard sign may only be incidental to and a small portion of the digital image, and any contact information is not readable). **Any photo submitted to The Service is subject to rejection based on the above criteria.**

Selling Procedures

Section 2 Showings and Negotiations

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

- a. the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
 - b. 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. *(Amended 4/92)*

A Participant/Subscriber shall enter his name, company name, date and time of showing on a sign-in sheet at the property, or may leave a business card.

Section 2.0.1 Showing Instructions

Listing brokers shall provide showing procedures, instructions and restrictions within applicable fields of the MLS. Participants and Subscribers shall follow instructions as specified by the listing broker. Participants and Subscribers may communicate with the listing broker to discuss and agree upon showing methods other than what has been entered for the listing.

Section 2.1 Presentation of Offers

The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so. *(Amended 4/92)*

Section 2.2 Submission of Written Offers and Counter-offers

The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter-offers until acceptance, and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated. *(Amended 11/05)*

Section 2.3 Right of Cooperating Broker in Presentation of Offer

The cooperating broker (transaction broker or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that 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 broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations. *(Amended 4/92)*

Section 2.4 Right of Listing Broker in Presentation of Counter-offer

The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee. However, if the purchaser or lessee 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 purchaser's or lessee's written instructions. *(Adopted 11/93)*

Section 2.5 Reporting Status Changes to The Service

Status changes, including final closing of sales and sales prices, shall be reported to The Service by the listing broker within forty-eight (48) hours after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report accepted offers and prices to the listing broker within forty-eight (48) hours after occurrence and the listing broker shall report them to The Service within forty-eight (48) hours after receiving notice from the cooperating broker. *(Amended 11/11) (Revised March 2012)*

Note 1: The listing agreement of a property filed with The Service by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with The Service; to provide timely notice of status changes of the listing to The Service; and to provide sales information including selling price to The Service upon sale of the property. If deemed desirable by The Service to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by The Service to its participants. *(Amended 11/01)*

Note 2: In disclosure states, if the sale price of a listed property is recorded, the reporting of the sale price may be required by the MLS. *(Note 2 was adopted in March 2012)*

In states where the actual sale prices of completed transactions are not publicly accessible, failure to report sale prices can result in disciplinary action only if the MLS:

1. Categorizes sale price information as confidential and
2. Limits use of sale price information to Participants and Subscribers in providing real estate services, including appraisals and other valuations, to customers and clients; and to governmental bodies and third-party entities only as provide below.

The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to Participants and Subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing Participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices. *(Adopted 11/11)*

3. As established in the Virtual Office Website (“VOW”) policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records. *(Adopted 11/11)*

Section 2.6 Reporting Resolution of Contingencies

The listing broker shall report to The Service within twenty-four (24) hours that a contingency on file with The Service has been fulfilled or renewed, or the agreement cancelled.

Section 2.7 Advertising of Listings Filed with The Service

Prior to closing a listing 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 advertise that he participated in the sale of the property.

Section 2.8 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 2.9a Reporting Sales of Listing Required to be Submitted to the Service

The Listing Participant shall provide to the Service sales information, including the sales price and the closing date, for all listings required to be filed with the Service, whether or not such listing is Withdrawn prior to the closing date. This requirement shall terminate upon the termination of a listing agreement, unless the Listing Participant receives compensation for the sale of the listed property.

Section 2.9b Reporting Sales of Listing Not Required to be Submitted to the Service

A selling Participant is encouraged to report the sale of listings that are not required to be submitted to The Service. Written permission of both the buyer and seller must be obtained prior to reporting these sales to The Service.

Section 2.10 Availability of Listed Property

Listing brokers shall not misrepresent the availability of access to show or inspect listed property. *(Adopted 11/05)*

Refusal to Sell

Section 3 Refusal to Sell

If the seller of any listed property filed with The Service refuses to accept a written offer satisfying the terms and conditions stated in the listing, the listing Participant shall transmit such fact immediately to The Service.

Prohibitions

Section 4 Information for Participants Only

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

Section 4.1 For Sale Signs

Only the for sale sign of the listing broker may be placed on a property. *(Amended 11/89)*

Section 4.2 Sold Signs

Prior to closing, only the sold sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign. *(Amended 4/96)*

Section 4.3 Solicitation of Listing Filed with The Service

Participants shall not solicit a listing on property filed with The Service unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice, and its Case Interpretations.

Note: This section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This section is intended to encourage sellers to permit their properties to be filed with The Service by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration.

Without such protection, a seller could receive hundreds of calls, communications, and visits from brokers and salespersons who have been made aware through MLS filing of the date the listing will expire and desire to substitute themselves for the present broker.

This section is also intended to encourage brokers to participate in The Service by assuring them that other Participants will not attempt to persuade the seller to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by this section, listing brokers would be most reluctant to generally disclose the identity of the seller or the availability of the property to other brokers.

This section does not preclude solicitation of listings under the circumstances otherwise recognized by the Standards of Practice related to Article 16 of the Code of Ethics.

Section 4.4 Use of the Terms MLS and Multiple Listing Service

No MLS participant, subscriber, or licensee affiliated with any participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others 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 to provide to clients or customers is available on their websites or otherwise. *(Adopted 11/07)*

Division of Commissions

Section 5 Compensation Specified on Each Listing

The listing broker shall specify, on each listing filed with The Service, the compensation offered to other multiple listing service Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through The Service would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. *(Amended 11/98)*

In filing a property with The Service, the Participant is making blanket unilateral offers of compensation to the other Participants, and shall therefore specify on each listing filed with The Service, the compensation being offered to the other Participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.* *(Amended 11/96)*

The listing broker retains the right to determine the amount of compensation offered to other participants (acting as transaction brokers, buyer agents, or in other agency or non-agency capacities defined by law) which may be the same or different. *(Amended 11/96)*

*The compensation specified on listings filed with The Service shall appear in one of two forms. The essential and appropriate requirement by an association 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 submitting an offer to purchase. The compensation specified on listings published by The Service shall be shown in one of the following forms:

1. by showing a percentage of the gross selling price
2. by showing a definite dollar amount *(Amended 11/95)*

This shall not preclude the listing broker from offering any Participant compensation other than the compensation indicated on any listing published by The Service, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in The Service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. *(Amended 11/95)*

Note 1: The Service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and The Service shall not publish the total negotiated commission on a listing which has been submitted to The Service by a Participant. The Service shall not disclose in any way the total commission negotiated between the seller and the listing broker.

Note 2: The listing broker may, from time to time, adjust the compensation offered to other multiple listing service Participants for their services with respect to any listing by advance published notice to The Service so that all Participants will be advised. *(Amended 4/92)*

Note 3: The Service shall make no rule on the division of commissions between Participants and nonparticipants. This should remain solely the responsibility of the listing broker.

Note 4: Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval; and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction. *(Adopted 11/98)*

Note 5: Nothing in these MLS rules precludes a listing Participant and a cooperating Participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction. *(Adopted 11/05)*

Note 6: Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential "remarks" available only to participants and subscribers.

Section 5.0.1 Disclosure of Potential Short Sales

Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants.

Section 5.0.2 Disclosure when New Mexico Gross Receipts Tax is not being paid by Seller

Participants must disclose when New Mexico Gross Receipts Tax is not being paid by the seller. Such information must be disclosed in the LO/SO remarks as soon as known by the listing Participant.

Section 5.1 Participant as Principal

If a Participant or any licensee (or 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 Service, that person shall disclose that interest when the listing is filed with The Service and such information shall be disseminated to all multiple listing service Participants.

Section 5.2 Participant as Buyer

If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker. *(Adopted 2/92)*

Section 5.3 Dual or Variable Rate Commission Arrangements

The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code, or symbol as required by The Service. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. *(Amended 5/01)*

Service Charges

Section 6 Service Fees and Charges

The Board of Directors of The Service may establish a non-refundable set up fee for all Participants. A quarterly fee will be charged to all Participants in an amount determined by the Board of Directors of The Service as necessary to finance the activities of The Service. In addition, the Board of Directors of The Service may adopt a filing fee for all listings placed with The Service by the Participants. Recurring Service fees, dues and charges may be based upon the total number of licensees and licensed or certified appraisers affiliated with, or employed by, a Service Participant.

The Board of Directors of The Service may adopt a transfer fee for each Subscriber whose license or certification is transferred from one Participant to another Participant.

A Participant shall report any new or transferring Subscriber to The Service within forty-eight hours after Subscriber's association with the Participant. Compliance with Rules

Section 7 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 Service governance provision. The Service may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other Service governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- a. letter of warning
- b. letter of reprimand
- c. attendance at Service orientation or other appropriate courses or seminars which the Participant or Subscriber can reasonably attend taking into consideration cost, location, and duration
- d. appropriate, reasonable fine not to exceed \$5,000
- e. suspension of Service rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- f. termination of Service rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. *(Revised 11/14) M*

Note: A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. *(Revised 05/14) M*

Section 7.1 Compliance with Rules

For failure to comply with any rule not pertaining to payment of service charges or fees, the provisions of Sections 9 and 9.1 shall apply. *(Amended 11/88) R*

Section 7.2 Applicability of Rules to Users and/or Subscribers

Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by The Service are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or Subscriber has signed an agreement acknowledging that access to and use of The Service information is contingent on compliance with the rules and regulations. Further, failure of any user or Subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or Subscribers affiliated with the Participant. *(Adopted 4/92) O*

Accuracy of Data

Section 8 Discrepancies in Information in The Service

All information Filed in The Service must be as accurate as possible and any discrepancies shall be reviewed by the Board of Directors of The Service, The Service's Compliance Committee or their designee as a possible violation of these Rules and Regulations. The listing Participant has an affirmative obligation to verify that all information Filed with The Service is accurate. The Listing Participant shall provide written documentation to verify data upon request by the Board of Directors of The Service, The Service's Compliance Committee or their designee. The Service may correct inaccurate data with written authorization of the listing Participant.

Enforcement of Rules or Disputes

Section 9 Considerations of Alleged Violations

The Board of Directors of The Service, The Service's Compliance Committee or their designee shall give consideration to all written complaints having to do with violations of the Rules and Regulations. *(Amended 2/98)*

Section 9.1 Violations of Rules and Regulations

If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the board of directors of the service, and if a violation is determined, the board of directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the association in accordance with the policies and procedures of GAAR within twenty (20) days following receipt of the directors' decision.

(Amended 11/96) M

If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the board of directors of the MLS within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the professional standards committee of GAAR for processing in accordance with the policies and procedures of GAAR. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of GAAR. *(Amended 2/98) M*

Section 9.1.1 MLS Procedure to Impose Sanctions

Upon receipt in any form of a possible violation of The Service Rules and Regulations or when violations are discovered through monitoring, Service staff may request that a Participant or Subscriber comply with Rules within forty-eight (48) hours. If a Participant or Subscriber does not comply with the Rules and Regulations, within forty-eight (48) hours after a notice of violation or for violations that are not capable of being cured, the Participant/Subscriber will be subject to the appropriate fine. Service Staff shall not have the authority to waive or modify fines, but Staff shall have the authority to grant reasonable extensions of time in which to comply so long as the Participant/Subscriber requests such extension within the forty-eight (48) hour period after a notice of violation.

For violations of Sections 1, 2, 3, or 8 of these Rules and Regulations (Minor Violations) the Compliance Committee, Board of Directors of The Service, or Service Staff may levy a fine against the Participant or Subscriber as outlined below:

- First fine within a 12 month period will be assessed at \$50 (fine can be replaced with attendance at an MLS Rules Refresher Class at the option of the Participant or Subscriber)
- Second fine for the same violation on the same listing will be assessed at \$100
- Third fine for the same violation on the same listing will be assessed at \$200
- If the agent received a fine within a 12 month period of the first fine for the same violation on a different listing, the fine structure will be \$100/\$200/\$400

When a fine has been issued for a Minor Violation and Participant or Subscriber does not correct the violation in the time provided in the fine notice, The Service may double the fine. If there is no response within the time provided in the double fine notice, The Service may quadruple the fine. If a violation remains uncorrected after a notice of quadruple fine, the Compliance Committee may require the Participant and Subscriber attend an MLS Rules Refresher Class within 60 days. If a violation remains uncorrected after a notice of quadruple fines, the Compliance Committee may authorize that the Participant or Subscriber have their MLS account disabled until the violation is corrected. The Participant or Subscriber account would only be disabled if there is still a valid Participant at the office who could continue to operate the office and maintain office listings. If the issue remains unsolved, the Compliance Committee shall refer the matter to the Board of Directors, and a tribunal of at least 3 or 5 members of the Board of Directors of The Service may levy additional punishment against the Participant or Subscriber, including, but not limited to suspending all services of the Participant and/or Subscriber for a specified period of time. Fines remaining unpaid after the appropriate notice shall be subject to the Collections Policy of The Service.

For violations of Sections 4 (excluding Section 4.4), 5, 13, 18, or 19 of these Rules and Regulations (Major Violations) a tribunal of at least three or five members of the Compliance Committee of The Service may either (i) provide a warning to the Participant or Subscriber or (ii) levy a fine against the Participant or Subscriber as outlined below after a majority vote approving the sanction:

- First fine within a 12 month period will be assessed at \$250
- Second fine within a 12 month period will be assessed at \$500
- Third fine and all subsequent fines within a 12 month period will be assessed at \$750

For violations of Sections 4.4, 10, or 12 of these Rules and Regulations (Willful Misuse Violations) a tribunal of at least three or five members of the Compliance Committee may either (i) provide a warning to the Participant or Subscriber or (ii) levy a fine against the Participant or Subscriber as outlined below after a majority vote approving the sanction:

- Fine of \$1,000 will be assessed for violations of Section 4.4 to first time violators of Section 4.4
- Fine of \$5,000 will be assessed for violations of Section 4.4 after the first violation.
- Fine of \$5,000 will be assessed for violations of Section 10
- Fine of \$5,000 will be assessed for violations of Section 12

In addition to or in lieu of the fines described above the Compliance Committee upon a majority vote can send any violation to the Board of Directors of The Service with a recommendation for suspension of services to the Participant/Subscriber. A tribunal of the at least 3 or 5 members of the Board of Directors of The Service, either upon a recommendation from the Compliance Committee or on its own motion, may suspend all services of the Participant and/or the Subscriber for a specified period of time (no less than 30 days) depending upon the severity of the violation, but not to exceed one year.

Section 9.1.2 Procedure to Conduct Hearings

A Participant or Subscriber may request a hearing to challenge any fine or sanction they are assessed. All requests for hearing must be filed in writing within twenty (20) days of receiving notice of fine or sanction. Requests may be mailed to SWMLS at 1635 University Blvd, Albuquerque, NM, 87102, or may be faxed to (505) 843-8833, or may be sent via email to compliance@gaar.com. The hearing request must be made using the SWMLS Violation and Sanction Hearing Request Form and must provide a detailed explanation (including any supporting documentation) on why the Subscriber or Participant feels that the fine or sanction should not be assessed. Hearings of fines or sanctions resulting from Minor Violations levied by Staff will be heard by a quorum of the Compliance Committee. All other requests for hearing will be heard by a tribunal of at least three or five members of the Compliance Committee, not including any member who levied the initial fine or sanction. All hearings will be conducted following the policies and procedures of GAAR.

Following the initial hearing Participant or Subscriber may:

- Accept the decision of the hearing panel
- Request a re-hearing (must be done within 20 days after hearing). Rehearing petition may be based only on new evidence that could not have been discovered within reasonable diligence prior to the original hearing. The request must be in writing and include (1) a summary of the new evidence, (2) a statement of what the new evidence is intended to show and how it might affect the hearing Panel's decision, and (3) an explanation of why the petitioner could not have discovered and/or produced the evidence at the time of the original hearing. The Chair of the Compliance Committee will consider and grant or deny a request for re-hearing. Their decision will be forwarded to the Participant within 5 business days of decision. Only one petition for rehearing is permitted in reference to any one alleged violation,
- Participant may appeal decisions of the hearing panel to the Board of Directors of the Service. Such an appeal must be initiated in writing within 20 days after the hearing panel decision is mailed (or 10 days after rehearing request is denied) and be accompanied by a \$250 fee. Appeal may be heard by a tribunal of at least three or five members of the Board of Directors of the Service within thirty (30) days from receipt of request for appeal.

Participants and Subscribers, as applicable, will be given notice of the date and time for all hearings. Participant must attend, Subscriber may attend appeal to present his/her case and answer questions. Participant has a right to challenge any member of the hearing panel. Participant will be sent names of panel members with notice of hearing date and will have a minimum of 10 days to challenge any names on the panel. If a reason is deemed sufficient to support a challenge by the chair of the applicable panel or other panel member if the chair is being challenged, the individual challenged will be excused from the hearing panel.

Section 9.1.3 Action on Hearing. The Compliance Committee or the Board of Directors sitting as a hearing panel, upon hearing, may

- affirm the violation as issued, including the fine and discipline
- modify the fine and/or the discipline
- remand to the Compliance Committee or Staff, as applicable, for further consideration of fine and/or discipline
- remand to Staff or the Compliance Committee, as applicable, for new action based on procedural deficiencies
- dismiss matter.

Section 9.1.4 Ratification of Compliance Committee Decisions. After all re-hearing and appeal deadlines have passed, the Board of Directors shall take action to ratify each decision of the Compliance Committee. If the Board of Directors determines not to ratify any decision of the Compliance Committee, the Board of Directors may reduce the fine and/or discipline but may not increase either.

Section 9.1.5 Confidentiality of Compliance Issues. All compliance issues are confidential, and Participants, Subscribers, Compliance Committee and Board of Directors shall maintain confidentiality related to such issues brought before them.

Section 9.2 Complaints of Unethical Conduct

All other complaints of unethical conduct shall be referred by the Board of Directors of The Service to GAAR for appropriate action in accordance with the professional standards procedures established in the GAAR bylaws. *(Amended 11/88)*

Section 9.3 Confidentiality of Compliance Committee Deliberations

All matters and discussions held by the Compliance Committee, Board of Directors of The Service, or staff in relation to alleged violations of Service Rules and Regulations are confidential and shall not be discussed with anyone, except legal counsel, Realtor counsel®, the state association staff and NAR staff, as necessary. Case studies based on compliance issues may be disseminated to Participants/Subscribers for educational purposes.

Confidentiality of MLS Information

Section 10 Confidentiality of MLS Information

Any information provided by The Service to the Participants shall be considered official information of The Service. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants, those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants, and by The Service as provided in these Rules and Regulations. *(Amended 4/92)*

Section 10.1 The Service Responsibility for Accuracy of Information

The information published and disseminated by The Service is communicated verbatim, without change by The Service, as filed with The Service by the Participant. The Service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to indemnify, defend, and hold The Service and any other party to whom the Service provides such information harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

Section 10.2 Access to Comparable and Statistical Information

GAAR members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in The Service, are nonetheless entitled to receive by purchase or lease all information other than current listing information that is generated wholly or in part by The Service, including “comparable” information, “sold” information, and statistical reports. This information is provided for the exclusive use of GAAR members and individuals affiliated with GAAR 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 and Regulations.

Section 10.3 Dissemination of Data

Use of information developed by or published by an association multiple listing service 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 Service, a custom data format may be provided.

Section 10.4 Limitation on Password Use

Participants, Subscribers, and Authorized Affiliates of Participants that utilize the MLS system shall not furnish, disclose or permit the use of their MLS passwords and/or MLS access codes to any person, firm, company or other entity. In the event the password of a Participant or Subscriber is used in violation of Section 10.4, such Participant or Subscriber shall be liable to Southwest MLS for all loss or damage caused by such use and shall be subject to a fine not to exceed \$5,000.

Ownership of MLS Compilation and Copyright

Section 11

By the act of submitting any property listing content to The Service the Participant represents that he has been authorized to license and also thereby does license authority for The Service to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables and to provide to third parties for purposes of making portions of the compilation available to the general public or as approved by the Board for other uses by The Service supporting the buying, selling, leasing or appraising of real estate. Listing content 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.
(Amended 5/06)

Note: The Digital Millennium Copyright Act (DMCA) is a federal copyright law that enhances the penalties for copyright infringement occurring on the Internet. The law provides exemptions or “safe harbors” from copyright infringement liability for online service providers (OSP) that satisfy certain criteria. Courts construe the definition of “online service provider” broadly, which would likely include MLSs as well as participants and subscribers hosting an IDX display.

One safe harbor limits the liability of an OSP that hosts a system, network or website on which Internet users may post user-generated content. If an OSP complies with the provisions of this DMCA safe harbor, it cannot be liable for copyright infringement if a user posts infringing material on its website. This protects an OSP from incurring significant sums in copyright infringement damages, as statutory damages are as high as \$150,000 per work. For this reason, it is highly recommended that MLSs, participants and subscribers comply with the DMCA safe harbor provisions discussed herein.

To qualify for this safe harbor, the OSP must:

- (1) Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.
- (2) Develop and post a DMCA-compliant website policy that addresses repeat offenders.
- (3) Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share

with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.

(4) Have no actual knowledge of any complained-of infringing activity.

(5) Not be aware of facts or circumstances from which complained-of infringing activity is apparent.

(6) Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

Full compliance with these DMCA safe harbor criteria will mitigate an OSP's copyright infringement liability. For more information see 17 U.S.C. §512.

*The term MLS compilation, as used in Sections 11 and 12 herein, shall be construed to include any format in which property listing data is collected and disseminated to the participants, including but not limited to bound book, loose-leaf binder, computer database, card file, or any other format whatsoever.

Section 11.1

All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by the Greater Albuquerque Association of REALTORS® and in the copyrights therein, shall at all times remain vested in the Greater Albuquerque Association of REALTORS®. The MLS Compilation and data contained within the MLS Compilation may be provided to third parties by The Service upon approval of the Board for purposes of supporting the buying, selling, leasing or appraising of real estate.

The term MLS compilation, as used in Sections 11 and 12 herein, shall be construed to include any format in which property listing data is collected and disseminated to the Participants, including but not limited to bound book, loose-leaf binder, computer database, card file, or any other format whatsoever.

Section 11.2

Each participant shall be entitled to lease from the Greater Albuquerque Association of REALTORS® a number of copies of each MLS compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant with one copy of such compilation. The Participant shall pay for each such copy the rental fee set by the association.

Participants shall acquire by such lease only the right to use The Service compilation in accordance with these Rules and Regulations.

This section should not be construed to require the participant to lease a copy of The Service compilation for any licensee (or licensed or certified appraiser) affiliated with the participant who is engaged exclusively in a specialty of the real estate business other than listing, selling, or appraising the types of properties which are required to be filed with The Service and who does not, at any time, have access to or use of The Service information or MLS facility of the association

Use of Copyrighted MLS Compilation

Section 12 Distribution

Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the association of REALTORS®, and shall not distribute any such copies to persons other than Subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other Subscribers as authorized pursuant to the governing documents of The Service. Use of information developed by or published by The Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed or published by The Service where access to such information is prohibited by law. *(Amended 4/92) R*

Section 12.1 Display

Participants and those persons affiliated as licensees with such participants shall be permitted to display The Service compilation to prospective buyers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said Service compilation. M

Section 12.2 Reproduction

Participants/Subscribers shall not reproduce any Service compilation or any portion thereof, except in the following limited circumstances:

Participants/Subscribers may reproduce from The Service compilation and distribute to prospective buyers a reasonable* number of single copies of property listing data which relate to any properties in which the prospective buyers are or may, in the judgment of the Participants/Subscribers, be interested.

*It is intended that the Participant/Subscriber be permitted to provide prospective buyers with listing data relating to properties in which the prospective buyer has a bona fide interest in purchasing or in which the Participant/Subscriber is seeking to promote interest. The term "reasonable" as used herein should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective buyer's decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent, and thus "reasonable" in number, shall include, but are not limited to the following:

- the total number of listings in The Service Compilation;
- how closely the types of properties contained in such listings accord with the prospective buyer's expressed desires and ability to purchase;
- whether the reproductions were made on a selective basis;
- whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective buyer.

Reproduction shall NOT include expired, withdrawn, pending, or sold listings; the compensation offered to other MLS Participants; the type of listing agreement; the seller(s) and occupant(s) name(s), phone number(s), and e-mail address(es); instructions or remarks intended for cooperating brokers only. All displays available to potential buyers shall include the name of the listing firm in typeface not smaller than the median used in the display of listing data. No more than 100 current listings may be displayed as the result of any inquiry.

Nothing contained herein shall be construed to preclude any Participant/Subscriber from utilizing, displaying, distributing, or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the Participant.

Any Service information, whether provided in written or printed form,, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Participant/Subscriber who is authorized to have access to such information. Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information that The Service has deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Option 1) (Amended 05/14) M

Use of The Service Information

Section 13 Limitations on Use of The Service Information

Information from MLS compilations of current listing information, from 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 association of REALTORS® (alternatively, from the _____ MLS) for the period *(date)* through *(date)*. *(Amended 11/97)*

Changes in Rules and Regulations

Section 14 Changes in Rules and Regulations

Amendments to the Rules and Regulations of The Service shall be by consideration and approval of the Board of Directors of The Service and shall be effective thirty (30) days following notification to Participants.

Section 14.1 Notice of Proposed Changes in Rules and Regulations

All Participants shall be notified in writing of the proposed amendments a minimum of ten (10) days prior to The Service Board of Directors meeting at which the amendments are to be considered.

Section 15 of NAR Model Rules omitted by option

Section 16 of NAR Model Rules omitted by option

Orientation

Section 17 Orientation

Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS Participant who has access to and use of The Service-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to The Service rules and regulations and computer training related to The Service information entry and retrieval and the operation of The Service within sixty (60) days after access has been provided. *(Amended 11/04)*

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancements and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. *(Adopted 11/09) M*

Internet Data Exchange (IDX)

Section 18 IDX Defined

IDX affords Participants the ability to authorize limited electronic display and delivery of their listings by other Participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listings. *(Amended 5/17) M*

Section 18.1 Authorization

Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. (Amended 05/17) (Option 1) M

Section 18.2 Participation

Participation in IDX is available to all MLS participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other participants. (Amended 11/09) (Option 4) M

Section 18.2.1

Participants must notify The Service of their intention to display IDX information and must give The Service direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 05/12) M

Section 18.2.2

MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (Amended 05/12) M

Section 18.2.3

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing brokers to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution. (Amended 05/17) M

Section 18.2.4

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed through IDX must be independently made by each Participant. (Amended 05/17) M

Section 18.2.5

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. (Amended 11/14) M

Section 18.2.6

Except as provided in the IDX policy and these rules, an IDX site or a Participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of The Service database available to any person or entity. (Amended 05/12) M

Section 18.2.7

Any IDX display controlled by a Participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. (Amended 05/12) M

Section 18.2.8

Any IDX display controlled by a Participant or Subscriber that

- a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants.. Except for the foregoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Adopted 05/12) M

Section 18.2.9

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 05/12) M

Section 18.2.10

An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14) M

Section 18.2.11

Participants shall not modify or manipulate information relating to other participants listings. MLS participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields. (Adopted 05/15) M

Section 18.2.12

All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.* (Amended 05/17) M

* Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application. (Amended 5/17)

Section 18.3 Display

Display of listing information pursuant to IDX is subject to the following rules:

Section 18.3.1

Listings displayed pursuant to IDX shall contain only those fields of data designated by The Service. Display of all other fields (as determined by The Service) is prohibited. Confidential fields intended only for other MLS

Participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed. (Amended 10/16) M

Section 18.3.1.1

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. (Amended 05/12) O

Section 18.3.2

Deleted May 2015.

Section 18.3.4

Section 18.3.4 of NAR Model rules omitted by option

Section 18.3.5

Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own websites subject to their participant's consent and control and the requirements of state law and/or regulation. O

Section 18.3.6

Item was deleted in NAR Model Rules in November 2006 and is no longer used.

Section 18.3.7

All listings displayed pursuant to IDX shall show The Service as the source of the information. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less are exempt from this requirement but only when linked to a display that includes all required disclosures. (Amended 05/12) O

Section 18.3.8

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by The Service. The Service may, at its discretion, require use of other disclaimers as necessary to protect participants and/or The Service from liability. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked to a display that includes all required disclosures. (Amended 05/12) O

Section 18.3.9

Omitted by option

Section 18.3.10

The right to display other Participants' listings pursuant to IDX shall be limited to a Participant's office(s) holding participatory rights in the Service. O

Section 18.3.11

Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked to a display that includes all required disclosures. (Amended 11/14) O

Note: An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX

information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14)

Section 18.3.12

Display of expired, withdrawn, coming soon and sold listings* is prohibited. (Amended 11/16) O

* Note: If “sold” information is publicly accessible, display of “sold” listings may not be prohibited. (Adopted 11/14)

Section 18.3.13

Display of seller’s(s’) and/or occupant’s(s’) name(s), phone number(s), and e-mail address(es) is prohibited. O

Section 18.3.14

Omitted by Option

Section 18.3.15

Omitted by Option

Section 18.3.16

Omitted by Option

Section 18.4 Service Fees and Charges

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. (Adopted 11/01, Amended 05/05) O

Virtual Office Websites (VOWs)

Section 19.1 VOW Defined

- a. A “Virtual Office Website” (VOW) is a participant’s Internet website, or a feature of a participant’s website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS listing information, subject to the participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a participant may, with his or her participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the participant’s oversight, supervision, and accountability.
- b. As used in Section 19 of these rules, the term “participant” includes a participant’s affiliated non-principal brokers and sales licensees—except when the term is used in the phrases “participant’s consent” and “participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all Virtual Office Websites, whether operated by a participant, by a non-principal broker or sales licensee, or by an “Affiliated VOW Partner” (AVP) on behalf of a participant.
- c. “Affiliated VOW Partner” (AVP) refers to an entity or person designated by a participant to operate a VOW on behalf of the participant, subject to the participant’s supervision, accountability, and compliance with the VOW policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a participant. No AVP has the right to use MLS listing information, except in connection with operation of a VOW on behalf of one or more participants. Access by an AVP to MLS listing information is derivative of the rights of the participant on whose behalf the AVP operates a VOW.
- d. As used in Section 19 of these rules, the term “MLS listing information” refers to active listing information and sold data provided by participants to the MLS and aggregated and distributed by the MLS to participants.

Section 19.2

- a. The right of a participant’s VOW to display MLS listing information is limited to that supplied by the MLS(s) in which the participant has participatory rights. However, a participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

- b. Subject to the provisions of the VOW policy and these rules, a participant's VOW, including any VOW operated on behalf of a participant by an AVP, may provide other features, information, or functions, e.g., "Internet Data Exchange" (IDX).
- c. Except as otherwise provided in the VOW policy or in these rules, a participant need not obtain separate permission from other MLS participants whose listings will be displayed on the participant's VOW.

Section 19.3

- a. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the participant must take each of the following steps.
 - i. The participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter, "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
 - ii. The participant must obtain the name of and a valid e-mail address for each Registrant. The participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below). The participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
 - iii. The participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The participant must also assure that any e-mail address is associated with only one user name and password.
- b. The participant must assure that each Registrant's password expires on a date certain, but may provide for renewal of the password. The participant must at all times maintain a record of the name, e-mail address, user name, and current password of each Registrant. The participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password.
- c. If the MLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS, provide the name, e-mail address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
- d. The participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:
 - i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant
 - ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
 - iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW
 - iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property
 - v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database
- e. The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the participant. Any agreement entered into at any time between the participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click.
- f. The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and

monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant.

Section 19.4

A participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the participant to ask questions or get more information about any property displayed on the VOW. The participant or a non-principal broker or sales licensee licensed with the participant must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that participant and displayed on the VOW.

Section 19.5

A participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping, and other unauthorized uses of MLS listing information. A participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

Note: MLSs may adopt rules requiring Participants to employ specific security measures, provided that any security measure required does not impose obligations greater than those employed by the MLS.

Section 19.6

- a. A participant's VOW shall not display the listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a participant who operates a VOW may provide to consumers via other delivery mechanisms, such as e-mail, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.
- b. A participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision.

Seller Opt-out Form

- 1. Check one.
 - a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.
 - b. I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.
- 2. I understand and acknowledge that if I have selected Option a., consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their searches.

Initials of Seller

- c. The participant shall retain such forms for at least one (1) year from the date they are signed or one (1) year from the date the listing goes off the market, whichever is greater.

Section 19.7

- a. Subject to Subsection b., below, a participant's VOW may allow third-parties:
- i. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
 - ii. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.
- b. Notwithstanding the foregoing, at the request of a seller, the participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all participants' websites. Subject to the foregoing and to Section 19.8, a participant's VOW may communicate the participant's professional judgment concerning any listing. A participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller.

Section 19.8

A participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The participant shall correct or remove any false information relating to a specific property within forty-eight (48) hours following receipt of a communication from the listing broker explaining why the data or information is false. The participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 19.9

A participant shall cause the MLS listing information available on its VOW to be refreshed at least once every three (3) days.

Section 19.10

Except as provided in these rules, in the NATIONAL ASSOCIATION OF REALTORS®' VOW policy, or in any other applicable MLS rules or policies, no participant shall distribute, provide, or make accessible any portion of the MLS listing information to any person or entity.

Section 19.11

A participant's VOW must display the participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

Section 19.12

A participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.

Section 19.13

A participant who intends to operate a VOW to display MLS listing information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS participants for purposes of verifying compliance with these rules, the VOW policy, and any other applicable MLS rules or policies.

Section 19.14

A participant may operate more than one VOW himself or herself or through an AVP. A participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a participant by an AVP is subject to the supervision and accountability of the participant.

Section 19.15

A participant's VOW may not make available for search by or display to Registrants any of the following information:

- a. expired, coming soon and withdrawn listings
- b. the compensation offered to other MLS participants
- c. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- d. the seller's and occupant's name(s), phone number(s), or e-mail address(es)
- e. instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property
- f. sold information

Section 19.16

A participant shall not change the content of any MLS listing information that is displayed on a VOW from the content as it is provided in the MLS. The participant may, however, augment MLS listing information with additional information not otherwise prohibited by these rules or by other applicable MLS rules or policies, as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS listing information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.

Section 19.17

A participant shall cause to be placed on his or her VOW a notice indicating that the MLS listing information displayed on the VOW is deemed reliable, but is not guaranteed accurate by the MLS. A participant's VOW may include other appropriate disclaimers necessary to protect the participant and/or the MLS from liability.

Section 19.18

A participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

Section 19.19

A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 current listings and not more than 500 sold listings in response to any inquiry.

Section 19.20

A participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

Section 19.21

A participant may display advertising and the identification of other entities ("co-branding") on any VOW the participant operates or that is operated on his or her behalf. However, a participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this section, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information (or that of at least one participant, in the case of a VOW established and operated on behalf of more than one participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

Section 19.22

A participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

Section 19.23

A participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

Section 19.24

Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

Section 19.25 – Omitted by option

Jeopardy

Property Types & Status	Listing Procedures	Do's & Don'ts	Marketing & Photos	Showing Instructions
\$100	\$100	\$100	\$100	\$100
\$200	\$200	\$200	\$200	\$200
\$300	\$300	\$300	\$300	\$300
\$400	\$400	\$400	\$400	\$400
\$500	\$500	\$500	\$500	\$500

Final Jeopardy

1 - \$100

- A broker is listing a townhome. It is attached to another unit by one wall. What property sub-type in the MLS would the Broker assign to the townhome?
- Attached



1 - \$200

- A broker is actively marketing a property for sale. What property status would they use?
- Active



1 - \$300

- A broker has a manufactured home on a permanent foundation. What property sub-type would this property be listed?

- Manufactured Home



1 - \$400

- A broker accidentally enters the closed price of their 1,000,000 listing as 100,000. Who is authorized to make that price change?

- MLS office (only MLS staff, with express written permission, can make changes to listings that are: closed, cancelled or expired).



1 - \$500

- Name the "7" property types that are available in the MLS?

- residential, land, commercial sale, residential rental, residential income, commercial lease, farm & ranch.



2 - \$100

- What is the minimum number of photos the MLS will require you to have uploaded?
- One – (Must be uploaded in 7 days and must be of the front exterior of the dwelling).



2 - \$200

- How many days/hours from the time a listing or purchase contract is executed by all parties must a broker make the status change in the MLS?
- 48 hours – excludes holidays and weekends.



2 - \$300

- You decide to advertise another brokers listing on your neighborhood marketing flyer. Has an MLS violation occurred?
- Yes.



2 - \$400

- You received an offer on your listing on Monday. Four days later, the broker who wrote the offer is following up and you say "Oops! I was on vacation, I forgot." Has an MLS violation occurred?
- Yes. – Listing Broker must present offer ASAP or give co-op agent reason for not doing so.



2 - \$500

- You have a property that was built in 1976. What form is required to be uploaded in the MLS within 24 hours?
- Lead Based Paint – note that clients can opt-out of uploading, but cannot opt-out of completing the disclosure form.



3 - \$100

- A broker has called your seller who you have an active listing with and says " Hey, cancel your listing and list with me instead." Has an MLS violation taken place?
- Yes. – Note an ethics violation has also occurred.



3 - \$200

- You decide to list your UPC code for your new listing as "0000000000" because you don't have time to research your listing information. Has an MLS violation occurred?
- Yes.



3 - \$300

- You decide to take a 5% commission in the event you represent the buyer for your listed property. Would you indicate "yes" or "no" on the variable rate commission field when you input your listing?
- "yes"



3 - \$400

- Your seller decides to offer a buyers broker a flat \$3,000 for the sale of their property. Is it acceptable to list compensation as a dollar amount?
- Yes. – Compensation can be listed as either a percentage of gross selling price or a dollar amount



3 - \$500

- You decide to give your Flexmls password to your mom so she can spy on her neighbor who has their house for sale. Is this an MLS violation?
- Yes. NEVER give your MLS login to anyone. \$5,000 fine.



4 - \$100

- Where are brokers NOT allowed to place advertising comments?
- Public remark fields – this includes directions or property description remarks



4 - \$200

- Is this property description (public remarks) violating MLS or fair housing rules?
 - Beautiful home in the middle of the 505. HW floors. 2CG, New HWH and ALM. Call Kellie at 555-1212 for details.
- MLS violation – no advertising in public comments. Also, don't use acronyms that are hard for the public or other brokers to understand.



4 - \$300

- Is this property description a potential MLS or Fair Housing Violation?
 - Beautiful home located in Albuquerque metro. Large home that is spacious. If you have lots of kids, this is the house for you.
- Fair housing.



4 - \$400

- Does this photo violate any MLS rules?



- No



4 - \$500

- You have decided to use the previous listing brokers photos for your new listing because they were much nicer than yours. Has an MLS violation occurred?
- Yes.



5 - \$100

- A listing broker and seller have asked for 2-hour notice to show a property. You ignore the instructions and show up at the property because you are in the area. Is this an MLS violation.
- Yes. Brokers should follow showing instructions outlined in MLS.



5 - \$200

- You forget to put the SUPRA lockbox serial number in the listing input field. Is this an MLS violation?
- Yes. You must place your SUPRA lockbox serial number in the appropriate listing input field.



5 - \$300

- Is the placement of the lockbox in this photo an MLS violation?



- No. However, lockboxes should be placed where they are secure and accessible.



5 - \$400

- Are these public remarks a potential MLS violation?
 - Beautiful home in NE Albuquerque, lush landscaping, beautiful interior. Move in ready, vacant home!
- No. Although for the safety of your clients, you would not put the vacancy or occupancy status of a property in the public remarks.



5 - \$500

- You don't have time to show a property to your client, so you allow them to use your SUPRA key access to look at the property. Has a MLS violation occurred.
- Yes. You are never allowed to let another broker or individual use your SUPRA access.



Final Jeopardy



- Would you be required to list a property in SWMLS that is located in City of Santa Fe, New Mexico?
- If the property is in City of Santa Fe, no.



Jumpstart your
Successful Real Estate
Career...

Utilizing the Value of your GAAR
& SWMLS Membership.



Why Are We Here Today?



Agenda Today:

- GAAR & SWMLS Orientation 9am-12pm
- Two –break periods
- Networking Lunch 12pm-1pm
- SWMLS Product & Tool Orientation 1pm-4pm
- Two – break periods

Please silence your cell phones.

Laptops and mobile devices will not be needed for morning session.

Return promptly from breaks.

This is a learning environment, please be respectful of others.



OUR OBJECTIVE TODAY...

939

What does this number represent?





Your Membership Benefits...

- Advocacy
- Consumer Outreach
- Information
- Membership Benefits



Areas GAAR/SWMLS Services & What we do!





Add Value to Your Business with GAAR & SWMLS!

- GAAR Advocacy Calls for Action
Text REALTORS to #30644
- Facebook Page for the Greater Albuquerque Association of REALTORS®!
@ABQRealtors
- GAAR's Member's Only Facebook Page!
@GAAR Members
- Benefit Partner Program!
www.gaar.com/membership/benefits#partners
- Blogs, Education and MORE!
www.gaar.com











Let's Review!





SWMLS
RULES
JEOPARDY!



Why Accurate Data is Important to Your Business..



- Used by appraisers to determine value.
- Inaccuracy can alter searching, therefore missed opportunities.
- The MLS is how you get paid.
- Maintains professionalism and industry standards.



Showing Etiquette & Rules for Using the SUPRA Lockbox Program.
What not to do with your lockbox...



Break Time!





Let's Review!



Top 6 Things to do **IF** you Want to Risk Losing your SWMLS Privileges.

1. Advertising other Participant's listings (any status) as your own listing (found on craigslist a lot).
2. Neighborhood flyers that identify specific property information of another Participant's listing.
3. Giving out "Agent" Detail and "Agent" Summary Reports to clients or placing in flyer boxes and open houses.
4. Sharing your MLS ID and Password with anyone.
5. Letting someone else use your SUPRA key.
6. Deliberately entering a wrong address or UPC to change CDOM.



OUR OBJECTIVE TODAY...

939

Remember This?



Oct. 2018 Compliance Snapshot

Violation	Total Warnings	Last Year	Total Fines	Double Fines	Triple Fines	Rules Class	Hearings
Advertising and Photos	55	46	6				
Compensation	3	2	0				
Lead Paint and PID	24	14	10				
Parcel and Tax Data	82	46	5				
Property Information	22	32	0				
Status (Late Status)	36	23	11				
Status (Overdue Pending)	584	513	47				
Showing Information	83	17	16				
Status - AUC	7	83	1				
Coming Soon	1	0	0				
Other MLS violations	42	29	10				
Total	939	807	106	9	2	2	1



GAAR & SWMLS... How We Work To Ensure Data Accuracy...



- DataChecker & Headmaster Tools.
- SWMLS Data Alerts for warnings and courtesy notices.
- ShowingTime.
- Manual Reporting
- Check it tool



We Value REALTOR® Safety...



Membership department: call 842-1433, Option #4 or email membership@gaar.com

Email us: membership@gaar.com

Resources: www.gaar.com/support

Training Department: call: 724-3464 or email: kellie@gaar.com

Education and training classes: www.gaar.com/education

Call the Education and Professional Development Team: 842-1433, option #2



GAAR & SWMLS Support



Let's Review!



Welcome Your Blue Door Affiliates!

Affiliates and Benefit Partners who go above and beyond at GAAR...



Value your asset. Stage your home with **distinguishingstyle**