



**Hello to all our wonderful participants of The Gulf Coast Multiple Listings Service and Happy Holidays!**

We understand 2020 has been a difficult year for all. COVID 19 has changed the world as we know it. Here at GCMLS, we want you, our valued participants, to know that we are here for you.

Now, as we look forward to 2021, we wanted to inform you that beginning on January 2<sup>nd</sup>, 2021, GCMLS will be implementing fines as stated in our MLS rules. Please take a moment to checkout this brief overview of all violations and fines. We encourage you to read the MLS Rules and Regulations located under the "Links" tab in Matrix.

Looking ahead, let us remember that only the BROKER of the listing agent can WITHDRAW a listing. The agent cannot. Also, when a listing is switching to, "PENDING," the listing agent will now enter the selling agent's information. Remember, if the Selling Agent is not in GCMLS you can simply enter non\* into the search filed and hit enter. From there you will see, "non-MLS." Select, "fill," and continue with your listing.

We've added addition information in our rules under Section 5.16 (c)(1) ACTIVE STATUS:

***"In the event that a Buyer has communicated to Seller Buyer's intent to terminate a pending contract but a written termination signed by Buyer has not yet been received by Seller, Seller may file a change to Active listing status provided that Seller clearly notates in the GCMLS database and public remarks that Buyer has given Seller notice of intent to terminate, but written termination signed by Buyer has not yet been received."***

Section 4.2: Required Signatures on Listings and Changes - Level 1 = \$50

Section 4.3 b. Listing Content and Virtual Tours - Level 2 = \$100

Section 5.16: Change of Terms and Status of a Listing c. 4 Showing property while in, "Coming Soon," status - \$1000

Section 4.3 d. Listing Content and Virtual Tours - Level 2 = \$100

Section 4.4 a, b, c, d. Listing Remarks - Level 1 = \$50

Section 4.6 Reporting Requirements - Level 2 = \$100

Section 4.10 c. Listings Not Available for Showing (Coming Soon Listings) - Level 2 = \$100

Section 4.13 Listing Manipulation/Days on Market - Level 1 = \$50

Section 4.18 a, b, c. - Level 1 = \$50

Section 4.23 Expected Closing Date - Level 1 = \$50

Section 5.13 Refusal of Certain Forms of Listings - Level 2 = \$100

Section 5.16 a, b, c. Change of Terms and Status of a Listing - Level 1 = \$50

Section 8.9 Not Allowing A Listing to be Shown - Level 2 = \$100

Section 11.4: Prohibited Activities and Section 11.5: Security of Internet Based MLS - Sharing Username and/or password - \$3000

**\*\*PLEASE REVIEW ARTICLE 11 IN ITS ENTIRETY\*\***

#### **ARTICLE 11 – COMPLIANCE WITH RULES**

**Section 11.1: Authority to Impose Discipline** - By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. Gulf Coast Multiple Listing Service may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS 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 MLS 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 \$15,000.
- e. Suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year.
- f. Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

**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.

**Section 11.2: Action for Non-Compliance with Rules** -In addition to those noted above, the following action may be taken for failure to pay any service charge or fee:

- a. For failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days' notice has been given, the service shall be suspended until service charges or fees are paid in full.
- b. For failure to comply with any other rule, the provisions in Section 11.4 of this Article shall apply.

**Section 11.3 Applicability of Rules to Participants and/or Subscribers** - Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS 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 MLS 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 subscribers or subscribers affiliated with the participant.

**Section 11.4: Penalties for Inaccurate or Incomplete Data** - The intent of these Rules and Regulations is to ensure Participants/Subscribers provide the buying and selling public the best possible information and to facilitate cooperation between Participants/Subscribers. The listing office will be notified in writing or by electronic means if there is a violation of the Rules and Regulations.

- a. **Courtesy Warning Notice:** The Service will automatically issue a courtesy warning notification prior to any fine being issued, except for any violation resulting in an automatic fine as defined in these Rules and Regulations. If the violation is corrected within the grace period of three (3) business days (excluding weekends and Federal, State and Postal Holidays) unless noted otherwise, there will be no fine assessed; if the violation has not been corrected within the grace period specified after notification, the Participant or Subscriber shall automatically be assessed a fine. Repeated or deliberate violation of the same rule by the same subscriber will immediately be subject to the progressive fine schedule with no further notice.
- b. **Automatic Fines Schedule:** For violations that are more serious in nature, the following fines categories have been established by the Board of Directors. The fine schedule is per-agent per-offense and any Rule violation is counted as an offense - one calendar year for all. The term "within a one calendar-year period" is defined as occurring from January 1<sup>st</sup> to December 31<sup>st</sup>. Fines are billed to the Agent. The Participant is ultimately responsible.

**Level I:**

1st and 2<sup>nd</sup> Offenses - \$50 Fine

3rd Offense - \$100 fine + 3 hour mandatory MLS class (non-CE) within 30 days of violation notice

4<sup>th</sup> Offense: Agent and Broker appearance before MLS Board with discipline to be determined in accordance with GCMLS Rules and Regulations.

**Level II:**

1st and 2<sup>nd</sup> Offenses - \$100

3rd Offense - \$250

4<sup>th</sup> Offense: Agent and Broker appearance before MLS Board with discipline to be determined in accordance with GCMLS Rules and Regulations.

**Prohibited Activities:**

Sharing your MLS login and password

\$2,000 to Agent / \$1000 to Broker

Violation of Lockbox Keyholder Agreement \$2,500  
Coming Soon - Showing a property that is set as Coming Soon \$1,000 to Agent (Section 5.13 c4)  
Disseminating information from the MLS to non-member agents unless it is listings from own company.  
(Section 8.1: Information for Participants Only)

- c. **Failure to correct listing after a fine has been issued.** The following non-compliance fees will be assessed after a fine has been issued but the listing is not corrected:
- (1) \$100 if listing not corrected at the end of 3 business days after the fine was issued.
  - (2) Additional \$100 if listing is not corrected 6 business days after the fine was issued.
  - (3) Failure to correct the listing and pay fines within 6 days after the original fine was issued will result in suspension of the individual Participant/Subscriber until all fines are brought current and listing is corrected.
  - (4) Any Reactivation Fees will also apply if the individual Participant/Subscriber has been suspended.

**Section 11.5: Security of Internet Based MLS** - With the Internet based MLS system, an agent may access the system through any computer. To avoid security risks and maintain the integrity of the MLS, the following fines will be placed on any agent or broker who gives their private ID (password) and/or access to any other person:

Fines for an MLS Member sharing their Private ID and/or access to the MLS:

First Offense: \$1,000.00 Fine to Agent's Broker  
\$2,000.00 Fine to Agent  
Six (6) Month agent suspension from MLS.

Second Offense: To be determined on each case by the Board of Directors.

**Section 11.6:** Any violation of the Lockbox Keyholder Agreement, to include lending the key to any non-member person or sharing a 1-day code with a member of the public, will result in sanction and an automatic fine of a minimum of \$2,500 to the agent and/or the broker. Broker discretion is authorized to lend the Broker's Key in an emergency situation and may be lent to that Broker's licensed MLS Member Agent on a case-by-case basis.

**Section 11.7:** Affiliate Home Inspectors who are members of the Mobile Area Association of Realtors may obtain a key per individual, to be used by that person only, and will be bound by the Lockbox Keyholder Agreement.

As always, feel free to reach out to us here at the office if you ever have any questions. We are here for YOU!

Thank you for helping The Gulf Coast MLS improve the accuracy of our data so that all may benefit from a dependable system and one that you can be proud of. Have a great 2021!