

NGLRMLS Policy Manual
For the
Multiple Listing Service Operations



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Mission

The mission of the Northern Great Lakes REALTORS® Multiple Listings Service is to bring qualified and competent MLS services to our collective membership at a market competitive rate while providing economic benefit to our equity partner associations.

Purpose: A multiple listing service is a means by which authorized participants make blanket unilateral offers of compensation to other participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law); by which cooperation among participants is enhanced; by which information is accumulated and disseminated to enable authorized participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance as a procuring cause of the sale (or lease). (Amended 11/04)

Purpose and Benefits of the MLS

The primary purpose of the MLS is to provide a facility to publish a "unilateral offer of compensation" by a listing broker, to other broker participants in that MLS. In other words, the commission rate that is offered by the listing broker is published within the MLS to other cooperating brokers.

This offer of compensation is considered a contractual obligation. Since the commissions for a transaction as well as the property features are contained in the MLS system, it is in the best interests of the broker participants (and thereby the public) to maintain accurate and timely data.

The additional benefit of the MLS system is that an MLS subscriber may search the MLS system and retrieve information about all homes for sale/lease by all participating brokers. MLS systems contain hundreds of fields of information about the features of a property. The LLC Board of Representatives determines these fields; whereas public real estate websites contain only a small subset of property data.

Through the Participant, all licensees are Subscribers. It is the Participant's job to enforce the MLS Rules and to remit all charges in a timely manner. The Participant must hold REALTOR® membership in a Board of REALTORS®.

Licensees affiliated with a NGLRMLS Participant whose brokerage has a physical address outside of the county primary service area of NGLRMLS may elect not to participate in the NGLRMLS so long as they are a REALTOR® MLS member of another Board of REALTORS®. Their supervising broker must notify NGLRMLS Staff in writing or via e-mail of this intention. Licensees who elect to not participate in the NGLRMLS shall not make use of their Broker's IDX feed on their individual website.

Participants are billed for MLS Service by their member Association and are responsible for payment.

Northern Great Lakes REALTORS® MLS Rules & Regulations and the MLS Policy Manual are the primary reference guides for operation within the system. These rules are written and periodically reviewed by a committee of the LLC Representatives who represent the equity owner associations. Additional questions or requests for clarification should be directed to the Northern Great Lakes REALTORS® management office.

Service Area of the NGLRMLS

The service area of the Northern Great Lakes REALTORS® Multiple Listing Service shall be the “State of Michigan”.

Geographic Territory to be served by the company shall be the State of Michigan.

The Costs of MLS Membership

Current rates can be found at www.nglrmls.com

- NGLRMLS charges each participating association a standardized per user fee for MLS services. Each participating association determines their members’ MLS fees based on services rendered.

The Costs of Non-Member (Guest) Listings

A non-member of NGLRMLS, who is a REALTOR® member of another Board of REALTORS® Multiple Listing Services, may file listings of property with the NGLRMLS (Current rates can be found at www.nglrmls.com) to include 10 photos (5 mandatory) and Associated Documents and Virtual Tours. The Seller’s Disclosure Statement and the Lead-Based Paint Disclosure are mandatory. Each additional photo will have a fee of \$1.00 per photo. The current list fee must be paid to NGLR MLS at the time of submission.

The Cost of an IDX/Virtual Office Website or SmartFraming

The cost of an IDX feed for a Participant’s website, VOW or SmartFraming will be found at www.nglrmls.com

A contract must be signed by the Participant, the data Aggregator, the Salesperson (if applicable), and NGLRMLS.

If a contract is received for NGLR data in a format other than the current allowable format, or from a 3rd party vendor, a \$500.00 deposit for legal review must be received with the contract. Actual legal fees will be borne by Requestor.

MLS Computer System Access

1. Individual Access – Each MLS subscriber who is a member of an NGLRMLS Owner Association pays a fee for MLS services and unlimited computer access to their respective association. That association, an Owner of the NGLRMLS, then is responsible for paying

applicable fees for said member to the NGLRMLS on a monthly billing cycle.

2. MLS Participation Agreement – Each MLS subscriber must sign an MLS Participation Agreement for MLS services and unlimited computer access to the MLS. When a new association joins the NGLRMLS, each MLS subscriber will be notified in writing that the MLS Participation Agreement must be signed. The MLS subscriber then has 10 calendar days from the notification date to sign the MLS Participation Agreement before MLS access is shut off. MLS subscriber listings in the MLS will be withdrawn from the MLS after 30 days.

MLS Participants must not share his/her username or password for the NGLRMLS. Sharing of login information will result in a \$5,000 fine issued to the Broker.

3. Billing – All bills for system access will be sent to the Participant by the partner associations responsible for that office and the agents. Individual participants who are members of an Owner association are not billed directly by the Northern Great Lakes REALTORS® MLS.
4. MLS Only Participants who are not members of an Owner association will be billed directly by NGLRMLS.
5. Paragon™ Training – The NGLRMLS does not provide introductory computer training, or advanced Paragon™ and/or Broker Load classes. This falls within the responsibilities of the Owner associations. Paragon™ does provide online training resources for its clients and it will be the position of the NGLRMLS to direct users to this resource and the Paragon™ Help Desk.
6. A list of websites that receive RETS feeds for public listing display and /or a service to our members is available upon request. Effective July 1, 2018, that MLSs be prohibited from requiring participation by all offices of a real estate firm within the shareholder association(s) jurisdiction and that MLSs be required to provide a no-cost waiver option of MLS fees, dues and charges for licensees affiliated with an MLS Participant who can demonstrate their subscription to another MLS. Further, that references to MLS “jurisdiction” or “territory” be changed to “service area” to reflect the true nature of the location, and help eliminate confusion over the jurisdiction of shareholder association(s).

Listings

Each listing for sale or lease filed with the NGLRMLS shall specify the amount of compensation offered to other MLS Participants for their services (whether as subagent, buyer agent, or other compensation), in the sale or lease of the listed property. Property for rent must be for a term of 30 days minimum.

All listings of the Participant that are in the NGLRMLS Service Area must be submitted to the MLS, with the exception of business opportunities that have no real estate value. Listings with no connection to Real Property cannot be in the MLS. Service area defined as “State of Michigan.”

NGLRMLS staff is available to input member MLS listings for a fee of \$50 which includes up to 10 photos and associated documents and virtual tours. The Seller’s Disclosure and Lead-Based

Paint forms are mandatory. Additional photos will be charged \$1 each.

The use of Listing Agreements provided by one of the Owner associations is recommended but not mandatory. Data input forms must be those provided by the NGLRMLS.

The responsibility for reporting any information considered in violation of this policy belongs to fellow REALTORS® who will let NGLRMLS staff know of any inaccuracy of data. Staff will then contact the Listing Agent/Broker to request that the listing be corrected immediately, and when appropriate, prevailing fines will be incurred.

Components of a Complete Listing

All listings must be complete (all required fields completed and accurate) and submitted into the NGLRMLS within 72 hours (3 calendar days) by the date of seller's signature, the listing beginning date noted on the listing agreement, or verified receipt of listing agreement by listing broker, whichever is later. If this deadline cannot be met, please contact the NGLRMLS MLS Administrator with an explanation. Late listings will be charged \$25 per day (up to a Maximum of \$200).

Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. (Amended 02/20) Listings submitted to the MLS after one (1) business day of proof of violation shall cause the offending member to be fined according to the following schedule with the possible inclusion of additional sanctions from the NGLRMLS board:

1. First offense: \$50 per day (up to a maximum of \$200)
2. Second offense within one calendar year of first offense: \$100 per day (up to a maximum of \$400)
3. Third offense within one calendar year of first offense: \$200 per day (up to a maximum of \$800)

Any listing not complete according to the following definitions shall cause the offending member to be fined according to the following schedule:

1. The member and their broker will receive a warning from NGLRMLS staff via e-mail that the listing is incomplete and be provided the excerpt from The MLS Policy Manual that applies to the error to be corrected.
2. If the listing is not completed, corrected, or withdrawn with all necessary paperwork within 3 calendar days, a fee of \$25 shall be charged to the member.
3. If the listing is not completed, corrected, or withdrawn with all necessary paperwork within an additional 7 calendar days, a fee of \$100 shall be charged to the member.
4. If the listing is not completed, corrected or withdrawn with all necessary paperwork within an additional 7 calendar days, a fee of \$100 shall be charged to the member and the listing

will be suspended from the MLS until corrections are made and fines are paid.

For a complete list of descriptions for required fields, see the attached Addendums D, E, F, and G.

Photo Policy: Because a very important part of our MLS is the ability to process and retrieve photos, it is a requirement that photographs or sketches accompany every listing submitted. Up to 99 photos may be attached to each listing. Residential property must include at least one exterior and one interior photo. Five (5) unique photos/sketches minimum are required to be submitted within three (3) calendar days of obtaining a listing.

Copying or re-using existing photos entered into the MLS by another brokerage is strictly prohibited unless written permission is obtained from the brokerage that originally submitted the photo.

Images must not include contact information, recognizable signage, or any reference to the listing agent or brokerage. Primary photo is restricted to picture or rendering of the property that is actually listed, and accurately reflects the property.

Photos on Business Opportunity Listings are not necessary. The words "Business Opportunity" can be used for photo.

All photos shall be watermarked with the NGLRMLS logo (no text) for security and traceability purposes.

Multiple Listing Services may, as a matter of local discretion, require submission of a reasonable number of photographs or other graphic representations that accurately depict listed property except where sellers expressly direct that photographs of their property not appear in MLS compilations.

Drone Video / Photo: The use of a drone for a commercial purpose has separate regulations from just general use, and there are restrictions on where you can fly a drone (e.g., not near an airport), so NGLRMLS recommends that drone usage for a listing shall comply with the Federal Aviation Administration (FAA) rules and guidelines for commercial drone usage. Therefore, the NGLRMLS shall defer to the FAA which shall be the enforcement agency in drone related practices and compliance. Any reports of drone malpractice to the MLS shall be forwarded on to the FAA for review. Here is a link to the NAR drone policy page with current links to the FAA's compliance rules and regulations. <https://www.nar.realtor/drones> (Amended 06/23)

Mapping: Each listing shall be correctly mapped/geocoded. If a listing is not correctly geocoded, there will be an incomplete and applicable fines will be assessed.

Waterfront: To qualify a listing as "Waterfront" there must be deeded waterfront with the property.

Under Construction/To Be Built/New Construction: Listings must include real property, and the feature (1) "To Be Built", (2) "Under Construction" or (3) "New Construction", must be selected in construction features field. Sketches or renderings of properties under construction or to be built shall accurately reflect the proposed structure. A floor plan must be included in

Associated Documents when “To Be Built” is selected. When a “To Be Built” or “Under Construction” listing sells or is leased, it is necessary for the information in the MLS to be updated in order to accurately reflect the completed structure and sale or lease information. Photos must be updated after construction is complete. Definitions are as follows:

TO BE BUILT: a listing including real property with a specific floor plan, to be built by a specific licensed builder for a pre-defined price.

UNDER CONSTRUCTION: The building project in the beginning phases of construction with activity at the building site; i.e. having had “earth moved”.

NEW CONSTRUCTION: A newly constructed home with a Certificate of Occupancy.

A floor plan must be included in Associated Documents when “To Be Built” is selected.

Acres: The “Acres” field is a required data field, and must be filled in to the closest approximation of an acre in order for a listing to be complete. It is acceptable to enter a 0.0 in the “Acres” field when listing a condominium or mobile home in a mobile home park.

Lot Dimensions: This field is a required data field, and should show accurate dimensions. If the lot is more than four-sided, the word “Irregular” is acceptable, but a subdivision plat map, tax map, survey or other scale image showing the property dimensions and layout of the property must be included in the Associated Documents.

Approximate Year Built: This is a required field, and must be entered for a listing to be complete. The general purpose of this field is for searching and for comparable information. If you do not know the exact year built, give an approximation, and note in the Agent Only Remarks section that the year built is approximate.

Room Dimensions: It is required to submit the approximate room dimensions for the Living Room, Kitchen and Bedroom #1.

Directions: Only information pertaining to directions is to be entered in this field. URLs and phone numbers are not allowed.

Property Tax ID: The Property Tax ID must be accurate. If the listing is part of a larger parcel, enter the parent Tax ID and write an explanation in the Agent Only Remarks. For adjoining parcels, enter one of the Tax IDs, then upload a document to the Associated Documents with all Tax ID numbers.

Legal: The Legal Description of the property must be entered. If too long, show “See Associated Documents” and upload a document to the Associated Documents.

Owner’s Name: Each listing shall contain the owner’s name (initials not accepted), including bank or corporate names of bank-owned properties. Failure to disclose the owner’s name will result in an incomplete listing fine.

Remarks Section:

Public Remarks: The **Public Remarks** are intended to be seen by the public and for property description only. Agents are not to enter remarks related to the transaction such as bonuses, agent contact information such as names, phone numbers, email address, web site addresses or any indication to contact the listing agent directly or any other confidential information such as showing instructions or commission rates. Additionally, phrases such as “call today”, “call for a showing” or “call for a private tour” are not considered a description of the property and shall not be entered into this field.

Agent Only Remarks: The **Agent Only Remarks** section may be used to address co-list and specific agent contact information, virtual tour, websites or any specific transaction information not allowed in the Advertising Remarks. Contents of the Agent Only Remarks section will not be made available to the general public. Agent Only Remarks are meant to be those items to share with Co-operating Agents.

Third-Party Remarks: The **Third-Party Remarks** section may be used to provide a marketing description of the listing for use internally by the listing broker or agent.

Virtual Tours: Limited to virtual tour information, or property specific information – not a personal website. Copying of virtual tour links from another agent’s listing for retransmission without the express consent of the agent who originally posted them is prohibited. Two virtual tours may be shown, the first must be unbranded and the second may be branded. The unbranded virtual tour only will be disseminated through the IDX feed and shall be email-able in the MLS.

Associated Documents: Unless required by law, any uploaded documents that are attached to a listing in the MLS and selected as available by the public may not contain agent contact information, such as names, phone numbers, email address, web site addresses (or any indication to contact the listing agent directly) or any other confidential information such as showing instructions.

The Seller’s Disclosure and the Lead-Based Paint documents **must be uploaded** as Associated Documents (unless exempt) or the listing will be considered incomplete. Upon creation of executed required disclosures by an electronic forms provider and/or fax machine which adds what could be construed as personal information, that document shall be deemed exempt from the above paragraph.

Mobile Homes in Parks: When listing Mobile Homes in Parks, the listing broker’s or agent’s mobile home **retail sales license must be uploaded** as an associated document on each listing.

Storage Structures listed in the MLS Residential Property Type must have Certificate of Occupancy and meet local zoning codes upon completed sale of listed structure. (Adopted 02/22)

Restrictions on the use of Team Names: As a team name cannot be licensed by the State of Michigan, the licensed listing agent named on the listing agreement must be used in the List Agent field. Additionally, NGLRMLS cannot alter the Sell Agent information entered by the

original listing office to benefit a selling team or office. (Adopted 05/22)

Team Posting Sold Policy: With the recent addition of teams within the MLS, a listing agent must post as the Selling Agent either the Team Leader or Team Member as directed by Selling Broker (up to 2 as allowed by the MLS provider). Listing Broker (agent) may request that the selling agent(s) provide an Agency Disclosure Form and requested "Selling Agent(s) (team member)" is listed on the disclosure.

Absent direction, the selling agent shall be that licensee (member) listed on the Purchase Agreement. Any request to make a change to a discrepancy must be made to the Listing Broker within 7 days of the sale being posted sold in the MLS. Further in the event of an error, Listing Broker may make any necessary changes as requested by the Selling Broker.

For this purpose, and in order to receive credit for a sale, the Team must have been created within NGLR per MLS rules prior to the effective date of the Purchase Agreement. The Listing agent shall not have the discretion to refuse unless evidence of said agency relationship is not provided.

Should Listing Agent refuse after delivery of the Agency Disclosure, the Listing Agent will be subject to fines as a non-compliant listing.

Applies to sales retroactive for 30 days from the date of policy within the 2023 calendar year. (Adopted 06/23)

Co-Listing of a Property: A property listing shall not be entered more than once in a property type with identical information. Therefore, any properties that are "co-listed" should be entered once with one MLS number. Both the first and second listing agent/office will be included in Paragon™ and available for both agents to access, update and inventory.

If a member co-lists a property with a non-member, that non-member shall not appear as co-listor and their name and contact information cannot appear in the comments. However, the listing can be submitted as a guest listing with appropriate fee paid. Both agents' information could appear on the listing.

Dual MLS #: If the same property is entered in the MLS under more than one property type each listing shall reference the others MLS# as a dual MLS. When the property is sold or leased the appropriate MLS# should be marked sold, and duplicate MLS listing(s) should be withdrawn.

Multiple Parcels: Properties that are to be, or can be sold separately, may be submitted as one listing as long as the individual parcels adjoin each other. When a parcel is sold or leased, a Created Sale should be submitted to the MLS on a Profile Sheet with factual information of that portion sold or leased along with a Sold Form and a sketch or photo. The original listing needs to be modified to reflect any changes due to the sale or lease.

Expired Listings: A participant may enter a listing as "Back on the Market" up to thirty (30) days after the listing has expired in the MLS. After the thirty (30) day window, the listing must be re-submitted as a new listing.

Extensions and renewals of listings must be signed by the seller(s).

Listings filed with the multiple listing service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed.

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s).

A property that is withdrawn may not be relisted by the same agent at the same company as new, unless it is off the market for a 30-day period. It must be reactivated as Back on Market.

Withdrawal of Listing Prior to Expiration

Withdrawing a listing and relisting it as new within a 30-day time frame is considered an MLS violation (as of January 02, 2018). Violators will be fined according to the Incomplete Listing Fine schedule and will be required to withdraw the new listing and reactivate the withdrawn listing. (Adopted 01/18)

Definitions:

Unconditional Withdraw: Listing is inactivated in NGLRMLS, and the agreement/contract between the listing agent/office and the seller is dissolved.

Conditional Withdraw: Listing is inactivated in NGLRMLS, but the agreement/contract between the listing agent/office and the seller is still in effect. (Adopted 06/23)

Limited Service Listings

All listings that are categorized as “Limited Service,” must include verbiage in the Agent Only Remarks Section of the listing (first sentence), using the phrase: **LIMITED SERVICE LISTING**.

It is further noted that brokers that place “Limited Service Listings” into the MLS are responsible for the offer of compensation to the cooperating brokers in the MLS.

Eco-Friendly Features

In an effort to service an increasing buyer and seller segment interested in energy efficient and ecologically friendly housing, NGLRMLS has implemented a series of searchable fields relative to this type of housing. Members are free to select all fields that accurately apply to their listing in any of the “eco-friendly” categories. In order to designate a listing as Eco-Friendly “yes”, a property must have no less than three “eco-friendly” fields chosen AND must include a copy of the Green Seller’s Disclosure uploaded to the associated documents for that listing. Eco-Friendly “yes” may also be selected for homes that qualify for existing certifications such as LEED, HERS and NAHB so long as a copy of that actual certification is uploaded to the associated documents for that listing.

Follow Up of Listings

Changes: Any change in the listing price or other change in the original Listing Agreement shall be made only when authorized in writing by the owner, and is to be filed with the MLS office within seventy-two (72) hours or three (3) calendar days after notice is received by the listing agent.

No listing after being submitted to the Multiple Listing Service can be withdrawn during the term of the listing contract except by the Listing Office and must be signed by the Broker, Designated REALTOR® or Office Manager of that office. Written notice of such withdrawal or cancellation must be filed with the NGLRMLS Office within seventy-two (72) hours or three (3) calendar days of effect.

Sellers and Lessors do not have the unilateral right to require the MLS to withdraw a listing without the listing broker's concurrence. However, when a Seller or Lessor can document that his/her exclusive relationship with the listing broker has been terminated, the Multiple Listing Service may remove the listing at the request of the Seller or Lessor.

Pending: Notice of pending sales or Lease, regardless of contingencies, shall be reported by the listing office to the Multiple Listing Service upon acceptance of Buyer and Seller/Lessee and Lessor within seventy-two (72) hours or three (3) calendar days. The expiration date on a Pending listing does not need to be updated unless the Pending listing goes back to Active.

When properties are reported pending, and for some reason the transaction cannot be completed, immediate notice shall be made to the NGLRMLS so that participating members are notified that the property is back on the market or has expired. There is no fee involved in reactivating a listing from a pending status.

Active U/C Taking Backup Offers: The sub-status of ATB has been created at the request of many who work with bank owned properties that cannot be reported as PENDING (PENDING removes a listing from ACTIVE searches). This sub-status will keep the listings in the main ACTIVE status, and allow searches under ACTIVE.

Contingent Continue Showing: The CCS status has been created for properties with an accepted offer dependent on the sale of the buyer's home. This is the only legitimate reason for using the CCS status on a listing. No other contingency scenarios shall be related to the CCS status (the ATB status may be used for all other contingency scenarios). (Adopted 06/23)

Definitions:

Pending: A property that has an accepted offer and is not allowing showings or accepting back-up offers must be marked as Pending.

Active Taking Back-Ups: A property that has an accepted offer but is still available for showings and still accepting back-up offers.

Contingent Continue Showing: A property that has an accepted offer dependent on the sale of the buyer's home but is still available for showings and still allowing back-up offers.

If a property that has an accepted offer is not reported accurately in either a PENDING status, Active U/C status, or Contingent Continue Showing status within seventy-two (72) hours or three (3) calendar days of acceptance, and the MLS is notified as such, there will be a \$25 fee incurred seventy-two (72) hours or three (3) calendar days after MLS notification, and \$5 per day thereafter until the listing is properly reported to the MLS.

Note: It is the goal of the NGLRMLS to have agents report a listing that has contingencies in the ACT-TAKING BACK UP status or the CONTINGENT CONTINUE SHOWING status if the listing is not yet ready to be put into PENDING where it is taken off the market until closing. This allows your fellow REALTORS® to be aware of the actual status of a property, and will provide the flexibility for subscribers when preparing a showing schedule to contact the listing agent before confirming with a client.

Sold: If a property that has sold or leased has not been reported to the NGLRMLS within seventy-two (72) hours or three (3) calendar days of closing and disbursed, and the NGLRMLS is notified as such, the listing will be considered incomplete and applicable fines will be assessed. The sold price must be reported accurately. The reporting of a \$1.00 sold price will not be acceptable. Active (or Pending/ATB/CCS) listings with a valid purchase agreement that have closed must be marked sold and cannot be withdrawn (Adopted 02/22).

To report a listing showing active that needs to be reported Pending, Contingent or Sold, use the following form:

UNREPORTED PENDING/CLOSED SALE/LEASE FORM

Date of Incident: _____ Today's Date: _____

Listing Office: _____

Listing Agent: _____

Upon requesting information on the property listed as MLS#: _____

Located at: _____ which appears in the NGLRMLS as "Active", I was informed the property is either:

Under Contract; or has

"Sold" and CLOSED.

Signed: _____

Please Print Name: _____

**Finally, please remember that complaints can be filed with the NGLRMLS and forwarded to respective and applicable partner associations to be subject to a grievance procedure.*

Sales/Lease Concessions: The Closed Sale/Lease Form contains a question regarding whether there are Seller/Lessor concessions or not. A concession is anything of value added to the transaction by the seller, builder, developer, salesperson or any interested party and may include any closing costs that would normally be paid by the buyer or cash given to the buyer to lower non-housing debts.

Simplified definition would be “a dollar amount or equivalent that the Seller or Lessor gives back to the Buyer or Lessor at closing.” Examples: Some or all-closing costs, depending on the down payment and type of financing involved are considered Seller Concessions. Closing costs sellers may pay include: fees for the loan origination, discount points, credit report, appraisal, title insurance, survey, loan underwriting, tax service, document preparation, deed recording, home inspection, private mortgage insurance and loan assumption. (Allowable closing costs may vary by area or lender limitations.)

*Note: Please complete this portion of the appropriate **Closed Sale** form accurately.*

Created Sale:

Definition: The sale of a property, where a member acted as a real estate licensee that was closed without exposure to NGLR MLS or its members, or under a confidential office listing.

If a member wishes to enter properties in the service for which they were the selling agent (properties with non-member listing agents or For Sale By Owner), or for one-party listings, they may enter it as a “created sale” after the sale has closed and disbursed, and within 72 hours (3 calendar days) of closing and disbursed (Amended 05/22). Created sale listings entered after the 72-hour deadline will be considered late and applicable fines will be assessed (effective January 1, 2020). Permission must be obtained from the listing Broker/Owner prior to entering a created sale listing into NGLRMLS (listings without required permission will be withdrawn upon the request of the listing Broker/Owner). (Adopted 06/23) All required fields and uploads must be completed, including sold information. For properties in which the listing agent is a non-member, the selling agent should initially enter his/her name in the list agent field, then after the listing has been saved should contact NGLR MLS to change the list agent to “non-member”. All the rules shall apply to created sales as do any other listings with the exception of the listing date and the required interior photo. Failure to comply with this rule will result in an Incomplete Listing Fee.

Changes in Membership Status

All changes in membership status or details (office changes, address changes, etc.) must be provided in writing to the MLS office if requested.

Change in Participant

A true change of ownership and/or a change in the Participant (Designated REALTOR®) shall be considered a change, which requires a written application and the payment of a new Participant Application Fee (\$250). However, if a participant’s status remains within the existing ownership structure (i.e., participant status shifts from one partner to another), the

charge shall be \$25.00.

Any member office that has resigned from membership in the NGLRMLS and wishes to rejoin the system is considered to be a new member applicant and is required to pay the prevailing new membership fee.

Change in Subscriber

Participants are required to provide notice in writing to the NGLRMLS of any changes to a licensee's (Subscriber) record (transfer to another firm or office, or license that has been sent back to the State). A transfer fee of \$25 will apply.

If a MLS subscriber is dropped from the NGLRMLS and then joins another office, a copy of the Membership Change Form must be submitted to the subscriber's association office with the signatures of both the Participant of the new office and a release by the Participant of the old office. MLS fees for any period between the drop and reactivation will be billed to the transferee's new office.

Copy/Cloning of listings from one brokerage to another is prohibited. Once a listing is withdrawn from an agent's prior brokerage, it can then be re-entered as a new listing in the MLS. Listings can only be withdrawn by the Listing Broker (*in writing, authorized by the DR*), or reassigned to another agent in the firm.

Late Penalties for Membership Application

The policy for late penalties for MLS membership application is as follows: "Within 30 days of the issuance of a real estate license, the licensee must apply to the Local Association. If the licensee fails to apply, the Designated REALTOR® will be billed all dues and fees owing calculated from the date of license issuance, plus a \$100 penalty for violation of this policy."

Advertising and Confidentiality of MLS Information

All listings displayed pursuant to IDX shall identify the listing broker prefaced by: "Property listed by:"

Any listing displayed on an IDX site shall identify the name of the listing firm in a readily visible color, and reasonably prominent location, and in a typeface not smaller than the median typeface used in the display of listing data. In addition to the contact information for the listing firm/broker must also be provided in the form of either a phone number or address on each listing.

The site may NOT display the MLS protected information (owner's name, information concerning broker compensation, date of expiration of listing, whether mineral rights transfer with property, assessor's parcel number, effective date of listing agreement, and professional remarks section of listing), and may NOT display any listing of any broker who does not wish to participate in the IDX cooperative.

REALTOR® Designations

The only designations that may be included in the NGLRMLS membership directory are those that are authorized by the National Association of REALTORS®, as adopted from time to time. These designations are the only ones acceptable in NRDS (National Realtor Database System) as well.

Signs and Advertising

Only the sign of the Listing Broker may appear on a property. No participant may advertise another Participant's listing in any media (print or electronic) without the written consent of the listing participant.

NOTE: NAR prohibits the MLS from making any policy relating to the posting or use of signs by its members as it could be considered a restriction of trade and a violation of the agreement agents have with their seller.

Solicitations of listings filed with the Multiple Listing Service: Participants or their agents shall not solicit a listing on property filed with the Multiple Listing Service unless such solicitation is consistent with the REALTORS® Code of Ethics, its Standards of Practice, and its Case Interpretations.

MLS Forms

All approved forms required by the MLS are available through the respective association partners. For some associations this service allows the member to fill in the form online, save it to disk, print it, or email it. E-signatures are also possible in some of the associations that partner with the NGLRMLS.

Broker Load Operating Rules

Based on local association requirements, you may have to qualify through a NGLRMLS partner sponsored Broker Load program OR pass the online Paragon™ training NGLRMLS Broker Load training program before you may have access to the Broker Load program. The Broker owns the listing and will always be asked to give approval for anyone who enters listings on his/her behalf.

Confidentiality/Security is a priority. It is critical that members implement a password security and are aware of the consequences. If you are found to be violating the privileges and responsibilities of accuracy and timeliness of data, or if you are violating the confidentiality of the system, NGLRMLS staff can revoke this access privilege immediately and you will be notified in writing and/or by email.

Prevailing late, incomplete, and duplicate listing charges will apply to all "Broker Load" listings.

As the NGLRMLS is owned by REALTOR® association partners and in alignment with the National Association of REALTORS® rules, if the office staff administrator obtains a real estate license, they *are required to* become a Full REALTOR® Member in order to have access to the

MLS.

Confidential Listings MLS Policy

A confidential listing must be either an Exclusive Right to Sell or an Exclusive Agency listing, and must be submitted to the Northern Great Lakes REALTORS® Multiple Listing Service with a form signed by the Seller requesting confidential office listing status. An MLS number will be assigned, although access to information on this type of listing will be restricted to the Participant and the Listing Agent only. Any information will be furnished to cooperating agents by the listing Participant.

From time to time, Sellers or Lessors may choose not to expose listed property to the MLS as a whole. This practice may arise out of unusual family situations, such as an illness in the home, but by and large this practice should not be encouraged by REALTORS®. In the event that such a request is made, it should originate from the Seller or Lessor and be conveyed to the MLS on the form designed for that purpose (CONFIDENTIAL LISTING) and signed by the Seller or Lessor.

- All requests for confidential listing status should originate with the Seller or Lessor.
- The Seller or Lessor must sign a Confidential Listing Form, acknowledging that he/she understands the benefits of MLS exposure, but chooses not to receive those services at this time. That form should be conveyed to the MLS office within 72 hours of obtaining the listing. (Amended 08/22)
- The MLS Participant will complete a partial listing, then notify NGLRMLS staff to activate the partial listing as a Confidential Listing within 72 hours of obtaining the listing. However, only the listing agent and the principal broker will be able to access the complete data for the listing. (Amended 08/22)
- A Confidential Listing will still be available to other members of the MLS under terms agreed to by the Seller or Lessor and listing broker. A Confidential Listing status is not a refusal to cooperate with other brokers. If a broker does refuse to cooperate on any listing with any other member of the MLS, the listing broker must make notice in writing, in advance, to the other brokers who are involved.
- The sale or lease of a Confidential Listing shall be reported to the MLS along with any other status changes.
- A Confidential Listing will not appear in any of the national websites that receive their data information from the NGLRMLS.
- All Confidential Listings will be subject to the verification of authenticity by the NGLRMLS or the Board of Directors of the applicable NGLRMLS partner association, and a violation of the above rules will result in a potential \$500 fine.

Request for Waiver of Fines

If a REALTOR® wishes to contest a fine that has been levied, the request should be made in writing, utilizing the NGLRMLS REQUEST TO REDUCE/WAIVE FINE form within 60 days of the date the fine was originally imposed.

As a recourse and appellate process, the request will be directed to the Northern Great Lakes REALTORS® LLC, Board of Representatives as an appeals board. Decisions made by the NGLRMLS Board of Representatives in such matters shall be final.

Making Changes in NGLRMLS Policy, Rules and Regulations

Once a partner association brings forward a change recommendation to the NGLRMLS LLC Board of Representatives then the process shall be as follows:

- **Step 1** – The presenting association LLC Representatives ask that the topic be placed on the next meeting agenda. Requires approval of the NGLRMLS President or a simple majority vote of the LLC Representatives.
- **Step 2** - The LLC Board of Representatives review the recommendation and associated research and supporting documentation.
- **Step 3** – The NGLRMLS LLC Board of Representatives may vote to:
 - Reject the recommendation in which case it fails.
 - Accept the recommendation and instruct staff to alter the appropriate governing documents and/or guidelines.
 - Postpone action until further research is done on the subject such as seeking advice of legal counsel, additional market research, NAR policy review or perform any other investigation into compliance issues.
 - Postpone action until the partner associations LLC Representatives may have an opportunity to go back and review the recommendation with their respective association leadership.
 - Postpone action with an offer of a modified recommendation to be taken back to the association of origin seeking some form of a compromised solution.
- **Step 4** – The NGLRMLS shall direct staff to make the appropriate notification to the partner associations or the MLS Participants as deemed necessary.

ADDENDUM A: 14 Point Multiple Listing Policy

The purpose of the Multiple Listing Service is the orderly correlation and dissemination of listing information to its Members so that REALTORS® may better serve the buying and selling public.* (**Relates to Official Interpretation No. 6*)

A Multiple Listing Service shall not enact or enforce any rules which restrict, limit or interfere with the actions of its Members in their relations with each other or in their REALTOR®/client relationship or in the conduct of their business including, but not limited to, the following:

1. MLS shall not: Fix, control, recommend, suggest or maintain commission rates or fees for services to be rendered by Members (*Interpretation No. 14*).
2. MLS shall not: Fix, control, recommend, or suggest the cooperative compensation offered by listing brokers to potential cooperating brokers.
3. MLS shall not: Base dues, fees, or charges on commissions, listed prices, or sales prices. Initial participation fees and charges should directly relate to the costs incurred in bringing services to new participants.
4. MLS shall not: Modify, or attempt to modify, the terms of any listing agreement; this does not prohibit administrative corrections of property information necessary to ensure accuracy or consistency in MLS compilations.
5. MLS shall not: Refuse to include any listing in an MLS compilation solely on the basis of the listed price.
6. MLS shall not: Prohibit or discourage participants from taking exclusive agency listings or refusing to include any listing in an MLS compilation solely on the basis that the property is listed on an exclusive agency basis.
7. MLS shall not: Prohibit or discourage participants from taking "office exclusive" listings; certification may be required from the seller or listing broker that the listing is being withheld from the MLS at the direction of the seller.
8. MLS shall not: Give participants or subscribers blanket authority to deal with or negotiate with buyers or sellers exclusively represented by other participants (*Interpretation 10*).
9. MLS shall not: Establish, or permit establishment of, any representational or contractual relationship between an MLS and sellers, buyers, landlords, or tenants.
10. MLS shall not: Prohibit or discourage cooperation between participants and brokers that do not participate in the MLS.
11. MLS shall not: Prohibit or discourage participants or subscribers from participating in political activities (*Interpretation 15*).

12. MLS shall not: Interfere in or restrict participants in their relationships with their affiliated licensees (Interpretations 16 and 17).
13. MLS shall not: Reject any exclusive listing submitted by a Member on the basis of the quality or price of the listing.
14. MLS shall not: Adopt rules authorizing the modification or change of any listing without the express written permission of the listing Member.

(Adopted November 15, 1971, By National Association of REALTORS®)

As used in this policy, “rule” includes all rules, regulations, bylaws, policies, procedures, practices, guidelines, or other governance provisions, whether mandatory or not. “Multiple listing service” and “MLS” means multiple listing service committees of boards and associations of REALTORS® and separately-incorporated multiple listing services owned by one or more boards or associations of REALTORS®.

These policy prohibitions are subject to and limited by applicable statutes, ordinances, and governmental regulations, to agreements entered into by an MLS or board or association of REALTORS® and an agency of government, and to final decrees of courts or administrative agencies.

This policy does not prohibit boards or associations of REALTORS® or their MLSs from adopting rules or policies establishing the legitimate uses of MLS information, from prohibiting unauthorized uses of MLS information, or from establishing rules or policies necessary to prevent illegal collective action, including price-fixing and boycotts.

It is the duty and responsibility of all boards and associations of REALTORS® and MLSs owned by or controlled by boards or associations of REALTOS® to ensure that all bylaws, rules, regulations, and other governance provisions comply with all mandatory multiple listing policies of the National Association of REALTORS®. Boards and associations of REALTORS® failing to conform with these policies will be required to show cause why their charters should not be revoked.

The numbered references refer to the official interpretations of Article I, Section 2 of the bylaws of the National Association of REALTORS®. (Amended 11/04)

ADDENDUM B: Lockboxes

At this time the Northern Great Lakes REALTORS® MLS LLC Board of Representatives has determined that the requirement of, or use of any type of lockbox is the decision of the local REALTOR® associations.

No mandate to use a lockbox electronic, mechanical or combination shall be a part of this policy manual and as such the NGLRMLS assumes no liability for the use or non-use of any lockbox, of any type, by any REALTOR® who has membership in this multiple listing service.

ADDENDUM C: HARASSMENT POLICY STATEMENT

Any Participant of the Northern Great Lakes REALTORS® MLS LLC (NGLRMLS) may be reprimanded, placed on probation, suspended or expelled for harassment of an NGLRMLS employee or MLS officer or representative after an investigation in accordance with the procedures of the NGLRMLS. As used in this section, harassment means any verbal, digital or physical conduct including threatening or obscene language, unwelcome sexual advances, stalking, actions including strikes, shoves, kicks, or other similar physical contact, or threats to do the same, or any other conduct with the purpose or effect of unreasonably interfering with an individual's work performance by creating a hostile, intimidating or offensive work environment.

The decision of the appropriate disciplinary action to be taken shall be made by an investigatory team comprised of the President, Vice President and one member of the Board of Representatives selected by the highest ranking officer not named in the complaint, upon consultation with legal counsel for the NGLRMLS.

Disciplinary action may include any sanction authorized in the NAR Code of Ethics and Arbitration Manual. If the complaint names the President, or Vice President, they may not participate in the proceedings and shall be replaced by the immediate Past President or, alternatively, by another member of the Board of Representatives selected by the highest ranking officer not named in the complaint.

Complaint Procedure

Any employee or MLS officer or representative who believes that he/she has suffered harassment by any Participant of the NGLRMLS must bring the problem to the attention of the President or General Manager. The complaint does not have to be in writing; however, it is helpful if details of dates, times, places and witnesses, if any, to the harassment alleged can be provided.

All complaints will be investigated promptly and with strictest confidentiality by an investigatory team comprised of the President, Vice President and one (1) member of the Board of Representatives selected by the highest ranking officer not named in the complaint after consultation with legal counsel for the NGLRMLS. If the complaint involves the President, or Vice President, they shall be replaced on the investigatory team by the immediate Past President or, alternatively, by another member of the Board of Representatives selected by the highest-ranking officer not named in the complaint.

Both the complainant and the accused will be provided a full opportunity to present their cases. Witnesses interviewed will be provided only such information as is necessary to elicit from them their observations and other relevant information.

Disciplinary action against any member found to have harassed an NGLRMLS employee may consist of any sanction authorized in the NAR *Code of Ethics and Arbitration Manual*, such as verbal or written warning, probation, suspension or expulsion depending on the gravity of the incident. Prior incidents of similar behavior shall be taken into consideration when determining the appropriate disciplinary action. The investigatory team shall make such decisions.

Clear, strong, and convincing shall be the standard of proof by which alleged allegations of harassment are determined. Clear, strong, and convincing shall be defined as that measure or degree of proof, which will produce a firm belief as to the validity of the allegations, sought to be established.

It is contrary to the policy of the NGLRMLS for a Participant to retaliate against any employee who files a charge of harassment. All possible steps will be taken to eliminate the possibility of retaliation resulting from the filing of a complaint.

In the event a complaint of harassment is found to be totally and completely without basis, appropriate disciplinary measures may be taken against the employee who brought the complaint. While this is in no way intended to discourage employees who believe they have been the victims of harassment from bringing a complaint, the NGLRMLS recognizes that a charge of harassment can cause serious damage to the personal reputation and professional career of the accused.

ADDENDUM D: Residential Required Fields

FIELD:	DESCRIPTION:
Status	New, Extend, Back on Market, Active U/C Taking Backups, Active, Sold in House, Sold Co-op Member, Sold Co-op Non-Member, Pending, Expired, Withdrawn, Rented
County	County Name (related to City, Township, School, District and Body of water within Paragon. Call MLS Staff to add new relational value)
Asking Price	Listing Price
Address	Property Address (new addresses can be added to drop down box) City, Name (related to City, Township, School District and Body of Water within Paragon. Call MLS Staff to add new relational values.)
State	Auto filled with MI
Zip	9-digit Zip Code (only first 5 digits required)
Township	Township name (related to County, City, School District and Body of Water within Paragon. Call MLS Staff to add new relational values)
Section #	Section #
Town	T#N Or S
Range	R#E Or W
Sale/Rent	For Sale or For Rent
IDX	Autofill Yes (yes, I want my listing to data feed to other sites)
Listing Syndication	Autofill Yes (yes, I want my listing to be distributed to third Parties)
Condo Yes/No	A site Condo cannot be marked as Condo Yes. If yes, then Association Dues is a required field.
ECO Features Yes/No	Can only be marked as Yes if there are 3 or more "green" features and a Green Disclosure Statement must be attached to the listing as an Associated Document.
List Agent 1	List Agent Name
Listing Office 1	List Office Name
List Agent 2	Name of Co-List Agent

List Office 2	Name of Co-List Office
BA	Amount of commission for Buyer's Agent, percentage or dollar amount
SA	Amount of commission for Sub Agent, percentage or dollar amount
TC	Amount or commission for Transaction Coordinator, percentage or dollar amount
Variable Rate (Yes or No)	Dual or Variable Rate Commission
Confidential Yes/No	A confidential listing will not appear in the MLS to the public nor to other agents, only accessible by listing agent and listing Broker and MLS staff. To list a Confidential Listing, a Confidential Listing Agreement must be filled out by the seller. The listing agent forwards the form to MLS staff to keep on file. Only MLS Staff can submit a Confidential listing into the MLS and make changes to listing.
Listing Agreement Type	Exclusive Right to Sell, Exclusive Agency, or Remarks
List Date	Date on Listing Agreement
Expiration Date	Expiration Date shown on Listing Agreement
Include	Defaults to Yes. VOW = Virtual Office Website. See Rules & Regs explanation of VOW
VOW Address	Defaults to Yes. VOW = Virtual Office Website. See Rules & Regs explanation of VOW
VOW Comment	Defaults to Yes. VOW = Virtual Office Website. See Rules & Regs explanation of VOW
VOW AVM	Defaults to Yes. VOW = Virtual Office Website. See Rules & Regs explanation of VOW
School District	School District Name (related to City, Township, School District and Body of Water within Paragon. Call MLS Staff to add new relational values)
Approximate Year Built	Must show a valid year.
Year Updated	Year or zero.
Year Remodeled	Year or zero.
Sign Yes/No	Is there a real estate sign on the property?
Lot Dimensions	Must show property dimensions. If over 4-sided, word "irregular" is acceptable if a plat map, survey, tax doc, etc. is attached to the listing as an associated document
Number of Acres	Actual number of acres

Garage Capacity	Is garage capacity 1 car, 2 car, etc.
Above Grade <u>Finished</u> Square Footage	Finished Square Footage from ground level up
Below Grade <u>Finished</u> Square Footage	Finished Square Footage from ground level down
Total <u>Finished</u> Square Footage	Total of Square Footage for Above and Below Grade Square Footage
Below Grade <u>Unfinished</u> Square Footage	Unfinished Square Footage Below ground level
Development Name	Name of Development; if none, use N/A (not applicable)
Occupant: Owner Occupied/Tenant/Other	Is property occupied by the Owner, a Tenant, Vacant or none of the Above?
Deeded Waterfront	Yes or No field; If yes, then Private/Shared, Waterfront Footage and Name of Body of Water are then required fields. If No, these three cannot be used. (Body of Water related to City, Township, School District and Body of Water within Paragon. Call MLS Staff to add new relational values)
Living Room Length	Measurement
Living Room Width	Measurement
Kitchen Length	Measurement
Kitchen Width	Measurement
Bedroom 1 Length	Measurement
Bedroom 1 Width	Measurement
Laundry Level	Lower Floor, Main Floor, None, Upper Floor
# Bedrooms	# of Bedrooms
# Baths: Upper	# of Baths on Upper Level of Home
# Baths: Main	# of Baths on Main Level of Home
# Baths: Lower	# of Baths on Lower Level of Home
# of Baths: Full	# of Full Baths, used for auto calculation of total number of baths
# of Baths: $\frac{3}{4}$	# of $\frac{3}{4}$ Baths, used for auto calculation of total number of baths – will be converted to a full bath for total field
# of Baths: $\frac{1}{2}$	# of $\frac{1}{2}$ baths, used for auto calculation of total number of baths

Primary Bath	Is there a private primary bath, a shared primary bath, or none?
Main Floor Primary (Yes or No)	Is there a Primary Bedroom on the Main Floor?
Tax ID #	Property Tax ID#, which is used by the “T” Tax skittle in Paragon to link to the tax information in BSA. Tax ID# must be accurate.
Owner	Property owner’s name – must be shown. Owner of Record is not Acceptable nor is Bank Owned.
Legal	Legal Description of the property. If too long, show “See Associated Documents” and attach a doc in Paragon to the listing as an associated document.
Directions	(Driving) Directions to the listed property.
SEV	State Equalized Value of the property from tax records. Must be Accurate. If tax records show a value of zero, then zero is acceptable.
SEV Year	Year of the SEV value that is shown in the SEV field
Type of Ownership	Type of Ownership of property
Public Remarks	Intended to be seen by the public and for property description only. Agents are not to enter remarks related to the transaction such as bonuses, agent contact information such as names, phone numbers, email address, web site addresses or any indication to contact the listing agent directly or any other confidential information such as showing instructions.
Showing Instructions	Instructions to selling agents for showing the property
FEATURES A THROUGH AD	Must have at least one item chosen in these required features.
AJ AND AK IF CONDO IS YES	Only required if Condo is Yes.

ADDENDUM E: Vacant Land Required Fields

FIELD:	DESCRIPTION:
Status	New, Extend, Back on Market, Active U/C Taking Backups, Active, Sold in House, Sold Co-op Member, Sold Co-Op Non-Member, Pending, Expired, Withdrawn, Rented
County	County Name (related to City, Township, School District and Body of Water within Paragon. Call MLS Staff to add new relational value)
Asking Price	Listing Price
Address	Property Address (new addresses can be added to drop down box)
City	City name (related to City, Township, School District and Body of Water within Paragon. Call MLS Staff to add new relational value)
State	Auto filled with MI
Zip	9-digit Zip Code (only first 5 digits required)
Township	Township name (related to county, City, School District and Body of Water within Paragon. Call MLS Staff to add new relational value)
Section #	Section #
Town	T#N or S
Range	R#E or W
IDX	Autofill Yes (yes, I want my listing to data feed to other sites)
Listing Syndication	Autofill Yes (yes, I want my listing to be distributed to third Parties)
Commercial Yes/No	Is the property commercial?
ECO Features Yes/No	Can only be marked as Yes if 3 or more "green" features and a Green Disclosure Statement must be attached to the listing as an Associated Document.
List Agent 1	List Agent Name
Listing Office 1	List Office Name
List Agent 2	Name of Co-List Agent
List Office 2	Name of Co-List Office
BA	Amount of commission for Buyer's Agent,

	percentage or dollar amount
SA	Amount of commission for Sub Agent, percentage or dollar amount
TC	Amount of commission for Transaction Coordinator, percentage or dollar amount
Variable Rate (Yes or No)	Dual or Variable Rate Commission
Confidential Yes/NO	A confidential listing will not appear in the MLS to the public nor to other agents, only accessible by listing agent and listing Broker and MLS staff. To list a Confidential Listing, a Confidential Listing Agreement must be filled out by the seller. The listing agent forwards the form to the MLS staff to keep on file. Only MLS Staff can submit a Confidential Listing into the MLS and make changes to listing.
Listing Agreement Type	Exclusive Right to Sell, Exclusive Agency, or Remarks
List Date	Date on Listing Agreement
Expiration Date	Expiration Date shown on Listing Agreement
VOW Include	Defaults to Yes. VOW = Virtual Office Website. See Rules & Regs explanation of VOW
VOW Address	Defaults to Yes. VOW = Virtual Office Website. See Rules & Regs explanation of VOW
VOW Comment	Defaults to Yes. VOW = Virtual Office Website. See Rules & Regs explanation of VOW
VOW AVM	Defaults to Yes. VOW = Virtual Office Website. See Rules & Regs explanation of VOW
School District	School District Name (related to City, Township, School District and Body of Water within Paragon. Call MLS Staff to add new relational values.)
Lot Dimensions	Must show property dimensions. If over 4-sided, word "irregular" is acceptable if a plat map, survey, tax doc, etc. is attached to the listing as an associated document.
Number of Acres	Actual number of acres
Development Name	Name of Development; if none, use N/A (not applicable)
Manufactured Allowed	Is manufactured housing allowed on property by the township?
Sign Yes/No	Is there a real estate sign on the property?
Deeded Waterfront	Yes or No field; if yes, then Private/Shared, Waterfront Footage and Name of Body of Water

are then required fields. If no, these three cannot be used. (Body of Water related to City, Township, School District and Body of Water within Paragon. Call MLS Staff to add new relational values.)

Tax ID #	Property Tax ID#, which is used by the "T" Tax skittle in Paragon to link to the tax information in BSA. Tax ID# must be accurate.
Owner	Property owner's name – must be shown. Owner of Record is not Acceptable nor is Bank Owned.
Legal	Legal Description of the property. If too long, show "See Associated Documents" and attach a doc in Paragon to the listing as an associated document.
Directions	(Driving) Directions to the listed property.
SEV	State Equalized Value of the property from tax records.
SEV Year	Year of the SEV value that is shown in the SEV field.
Type of Ownership	Type of Ownership of property
Public Remarks	Intended to be seen by the public and for property description only. Agents are not to enter remarks related to the transaction such as bonuses, agent contact information such as names, phone numbers, email address, web site addresses or any indication to contact the listing agent directly or any other confidential information such as showing instructions.
Showing instructions	Instructions to selling agents for showing the property
FEATURES A THROUGH O	Must have at least one item chosen in these required fields.

ADDENDUM F: Commercial Required Fields

FIELD:	DESCRIPTION:
Status	New, Extend, Back on Market, Active U/C Taking Backups, Active, Sold in House, Sold Co-Op Member, Sold Co-op Non-Member, Pending, Expired, Withdrawn, Rented
County	County Name (related to City, Township, School District and Body of Water within Paragon. Call MLS Staff to add new relational values.)
Asking Price	Listing Price
Address	Property Address (new addresses can be added to drop down box)
City	City name (related to City, Township, School District and Body of Water within Paragon. Call MLS Staff to add new relational values.)
State	Auto filled with MI
Zip	9-digit Zip Code (only first 5 digits required)
Township	Township Name (related to County, City, School District and Body of Water within Paragon. Call MLS Staff to add new relational values.)
Section #	Section #
Town	T#N or S
Range	R#E or W
Type	Type of Commercial listing; check Mixed Use if other choices do not apply
Vacant Land Yes/No	Is the property vacant?
ECO Features Yes/No	Can only be marked as Yes if there are 3 or more "green" features and a Green Disclosure Statement must be attached to the listing as an Associated Document.
Business Included Yes/No	Is the Business included with the sale?
Real Estate Included Yes/No	Is real property included with the sale?
Inventory Included Yes/No	Is inventory included in the sale of the property?
IDX	Autofill Yes (yes, I want my listing to data feed to other sites)
Listing Syndication	Autofill yes (yes, I want my listing to be distributed to third Parties)

Sale/Lease	For Sale or For Lease
List Agent 1	List Agent Name
Listing Office 1	List Office Name
List Agent 2	Name of Co-List Agent
List Office 2	Name of Co-List Office
BA	Amount of commission for Buyer's Agent, percentage or dollar amount
SA	Amount of commission for Sub Agent, percentage or dollar amount
TC	Amount of commission for Transaction Coordinator, percentage or dollar amount
Variable Rate (Yes or No)	Dual or Variable Rate Commission
Confidential Yes/No	A confidential listing will not appear in the MLS to the public nor to other agents, only accessible by listing agent and listing Broker and MLS staff. To list a Confidential Listing, a Confidential Listing Agreement must be filled out by the seller. The listing agent forwards the form to the MLS staff to keep on file. Only MLS Staff can submit a Confidential Listing into the MLS and make changes to listing.
Listing Agreement Type	Exclusive Right to Sell, Exclusive Agency, or Remarks
List Date	Date on Listing Agreement
Expiration Date	Expiration Date shown on Listing Agreement
VOW Include	Defaults to Yes. VOW = Virtual Office Website. See Rules & Regs explanation of VOW
VOW Address	Defaults to Yes. VOW = Virtual Office Website. See Rules & Regs explanation of VOW
VOW Comment	Defaults to Yes. VOW = Virtual Office Website. See Rules & Regs explanation of VOW
VOW AVM	Defaults to Yes. VOW = Virtual Office Website. See Rules & Regs explanation of VOW
Development Name	Name of Development; if none, use N/A (not applicable)
Business Name	Business Name if applicable
Approximate Year Built	Must show a valid year.
Year Updated	Year or zero.

Year Remodeled	Year or zero.
Total <u>Finished</u> Square Footage	Total of Finished Square Footage
Number of Acres	Actual number of acres
Lot Dimensions	Must show property dimensions. If over 4-sided, word "irregular" is acceptable if a plat map, survey, tax doc, etc., is attached to the listing as an associated document.
Occupied Yes/No	Is property occupied?
Sign Yes/No	Is there a real estate sign on the property?
Deeded Waterfront	Yes or No field; If yes, then Private/Shared, Waterfront Footage and Name of Body of Water are then required fields. If No, these three cannot be used. (Body of Water related to City, Township, School District and Body of Water within Paragon. Call MLS Staff to add new relational values)
Tax ID #	Property Tax ID#, which is used by the "T" Tax skittle in Paragon to link to the tax information in BSA. Tax ID# must be accurate.
Owner	Property owner's name – must be shown. Owner of Record is not Acceptable nor is Bank Owned.
Legal	Legal Description of the property. If too long, show "See Associated Documents" and attach a doc in Paragon to the listing as an associated Document.
Directions	(Driving) Directions to the listed property.
SEV	State Equalized Value of the property from tax records. Must be Accurate. If tax records show a value of zero, then zero is acceptable.
SEV Year	Year of the SEV value that is shown in the SEV field.
Type of Ownership	Type of Ownership of property
Public Remarks	Intended to be seen by the public and for property description only. Agents are not to enter remarks related to the transaction such as bonuses, agent contact information such as names, phone numbers, email address, web site addresses or any indication to contact the listing agent directly or any other confidential information such as showing instructions.
Showing Instructions	Instructions to selling agents for showing the property
FEATURES A THROUGH T	Must have at least one item chosen in these required features.

ADDENDUM G: Multi-Family Required Fields

FIELD:	DESCRIPTION:
Status	New, Extend, Back on Market, Active U/C Taking Backups, Active, Sold in House, Sold Co-op Member, Sold Co-op Non-Member, Pending, Expired, Withdrawn, Rented
County	County Name (related to City, Township, School District and Body of Water within Paragon. Call MLS Staff to add new relational values)
Asking Price	Listing Price
Address	Property Address (new addresses can be added to drop down box)
City	City Name (related to City, Township, School District and Body of Water within Paragon. Call MLS Staff to add new relational values)
State	Auto filled with MI
Zip	9-digit Zip Code (only first 5 digits required)
Township	Township Name (related to County, City, School District and Body of water within Paragon. Call MLS Staff to add new relational values)
Section #	Section #
Town	T#N or S
Range	R#E or W
Eco Features Yes/No	Can only be marked as Yes if there are 3 or more "green" features and a Green Disclosure Statement must be attached to the listing as an Associated Document.
Sale/Rent	For Sale or For Rent
IDX	Autofill Yes (yes, I want my listing to data feed to other sites)
Listing Syndication	Autofill Yes (yes, I want my listing to be distributed to third Parties)
List Agent 1	List Agent Name
Listing Office 1	List Office Name
List Agent 2	Name of Co-List Agent
List Office 2	Name of Co-List Office

BA	Amount of commission for Buyer's Agent, percentage or dollar amount
SA	Amount of commission for Sub Agent, percentage or dollar amount
TC	Amount of commission for Transaction Coordinator, percentage or dollar amount
Variable Rate (Yes or No)	Dual or Variable Rate Commission
Confidential Yes/No	A confidential listing will not appear in the MLS to the public nor to other agents, only accessible by listing agent and listing Broker and MLS staff. To list a Confidential Listing, a Confidential Listing Agreement must be filled out by the seller. The listing agent forwards the form to the MLS staff to keep on file. Only MLS Staff can submit a Confidential Listing into the MLS and make changes to listing.
Listing Agreement Type	Exclusive Right to Sell, Exclusive Agency, or Remarks
List Date	Date on Listing Agreement
Expiration Date	Expiration Date shown on Listing Agreement
VOW Include	Defaults to Yes. VOW = Virtual Office Website. See Rules & Regs explanation of VOW
VOW Address	Defaults to Yes. VOW = Virtual Office Website. See Rules & Regs explanation of VOW
VOW Comment	Defaults to Yes. VOW = Virtual Office Website. See Rules & Regs explanation of VOW
VOW AVM	Defaults to Yes. VOW = Virtual Office Website. See Rules & Regs explanation of VOW
School District	School District name (related to City, Township, School District and Body of Water within Paragon. Call MLS Staff to add new relational values)
Approximate Year Built	Must show a valid year.
Year Updated	Year or zero.
Year Remodeled	Year or zero.
Sign Yes/No	Is there a real estate sign on the property?
Total # of Units	Total # of units per building
Approximate Total Finishes SF	Square Footage of building
Lot Dimensions	Must show property dimensions. If over 4-sided, word "irregular" is acceptable if a plat map, survey, tax doc, etc. is attached to the listing as an

	associated document.
Number of Acres	Actual number of acres
Development Name	Name of Development; if none, use N/A (not applicable)
Occupant: Owner Occupied/Tenant/Other	Is property occupied by the Owner, a Tenant, Vacant or None of the Above?
Deeded Waterfront	Yes or No field; If yes, then Private/Shared, Waterfront Footage and Name of Body of Water are then required fields. If No, these three cannot be used. (Body of Water related to City, Township, School District and Body of Water within Paragon. Call MLS Staff to add new relational values)
Directions	(Driving) Directions to the listed property.
TAX ID #	Property Tax ID#, which is used by the "T" Tax skittle in Paragon to link to the tax information in BSA. Tax ID# must be accurate.
Owner	Property owner's name – must be shown. Owner of Record is not Acceptable nor is Bank Owned.
Legal	Legal Description of the property. If too long, show "See Associated Documents" and attach a doc in Paragon to the listing as an associated Document.
SEV	State Equalized Value of the property from tax records.
SEV Year	Year of the SEV value that is shown in the SEV field.
Type of Ownership	Type of Ownership of property
Public Remarks	Intended to be seen by the public for property description only. Agents are not to enter remarks related to the transaction such as bonuses, agent contact information such as names, phone numbers, email address, web site addresses or any indication to contact the listing agent directly or any other confidential information such as showing instructions.
Showing Instructions	Instructions to selling agents for showing the property
FEATURES A THROUGH AC	Must have at least one item chosen in these required features.

ADDENDUM H: Syndication Policy and Procedure

Syndication commonly refers to an agreement between a broker and a third-party to advertise the broker's listings on non-MLS websites. The syndication agreement's scope determines how the broker's listings will be displayed on the Internet and where the listings will be displayed by the third-party. (NATIONAL ASSOCIATION OF REALTORS)

POLICY STATEMENT

The Northern Great Lakes REALTORS MLS (LLC) shall have a policy of careful review prior to signing any syndication agreements and shall follow a prescribed protocol to ensure the integrity and security of our participant's data.

PROCEDURE

Therefore the procedural process shall be as follow:

STEP 1 – Confirmation of a request for syndication shall be made within five (5) business days.

STEP 2 – Upon receipt of a request for syndication a cursory review of the Data Licensing Agreement shall be made by the CEO of the LLC and a report on the findings shall be made to the LLC Board prior to the next scheduled meeting. The content of a Data Licensing Agreement request submitted to the LLC shall be reviewed against the following best practices documents:

- CRITICAL COMPONENTS OF A CONTRACT LICENSING AGREEMENT WITH PORTALS (Pranix, 2015)
- CHECKLIST OF ISSUES TO ADDRESS IN MLS DATA LICENSING AGREEMENTS, (NAR)
- CHECKLIST OF ISSUES TO ADDRESS IN A SYNDICATION AGREEMENT, (NAR)
- DATA LICENSE AGREEMENT – SAMPLE, (NAR)

STEP 3 – Should further legal review be required after the preliminary qualifying review of a Data Licensing Agreement for syndication purposes, the cost of such legal review by the LLC legal counsel of record shall be the responsibility of the requesting party. The LLC shall bear no expense for legal review unless the LLC is requesting the Data Licensing Agreement.

STEP 4 - The approved language of the submitted Data Licensing Agreement shall be submitted to the LLC Board of Representatives for their review with their respective association boards. All Data Licensing Agreements must be approved by a majority vote of the Northern Great Lakes REALTORS MLS Board of Representatives.

ADDENDUM I: Ownership of Listing and Listing Content

- **MLS Policy Statement 7.85, Ownership of Listing and Listing Content is amended as follows:**

The listing broker owns the listing agreement. Prior to submitting a listing to the MLS, the listing broker should own, or have the authority to license all listing content (e.g., photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property) to be published in the MLS compilation of listing information.

Use of listings and listing information by MLSs for purposes other than the defined purposes of MLS requires participants' consent. Such consent cannot be required as a condition of obtaining or maintaining MLS participatory rights. MLSs may presume such consent provided that listing brokers are given adequate prior notice of any intended use unrelated to the defined purpose of MLS, and given the opportunity to affirmatively withhold consent for that use.

Participants cannot be required to transfer ownership rights (including intellectual property rights) in their listings or listing content to MLS to obtain or maintain participatory rights except that MLSs may require participants to grant the licenses necessary for storage, reproduction, compiling, and distribution of listings and listing information to the extent necessary to fulfill the defined purposes of MLS. MLSs may also require participants to warrant that they have the rights in submitted information necessary to grant these rights to MLS. M

One paragraph changes in the Model MLS Rules and Regulations (all types) (underscoring indicates additions and strikeouts indicate deletions)

- **Section 11, Ownership of MLS Compilation and Copyright**

By the act of submitting any property listing content to the MLS, the participant represents that he has been authorized to license and also thereby does license authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparable. 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 the listed property.