

2023 MLS FINE SCHEDULE

For failure to abide by MLS Policies and Procedures, the Participant will be assessed in the following manner: Fines are cumulative on a per listing basis. Subsequent violations within a 2 year period are subject to the escalated fines listed herein. These items and fines are subject to change as directed by the Residential Board(s) of Governors.

* Fines not paid within 30 days will be subject to additional fees and/or suspension of MLS services.

NOTE: The MLS is required to send a copy of all administrative sanctions against a subscriber (Agent) to the subscriber's participant (Broker) and the participant is required to attend the MLS hearing of a subscriber who has received three (3) or more administrative sanctions within a calendar year. Brokers are responsible for all agents/teams and office admins and for any and all unpaid fines. Listing agents are responsible for unlicensed assistants or authorized team members who add/edit listings on their behalf.



UNAUTHORIZED ACCESS – MISUSE OF MLS INFORMATION

\$5000 plus MLS Review Panel

- Providing ANY Password or Lockbox access to any unauthorized party
- Submitting falsified Membership Application
- Reproducing and Distributing unauthorized portions of the MLS database
- Use of MLS data for other than the intended / permitted purposes
- Violating lockbox or electronic key regulations will result in termination of all Supra service for duration of MIAMI membership

DATA INTEGRITY – MANIPULATION OF MLS CONTENT OR DATE FIELDS

\$5000 plus MLS Review Panel

- Failure to properly specify correct property type and/or intentional manipulation of listing/location information, included but not limited to:
 - County
 - Address
 - Folio number
 - Square Footage
 - City
 - MLS Area / MLS GEO map
 - 5 digit zip code
- Manipulation of property status affecting history and/or Days-On-Market - **includes Canceling & Relisting properties.**

*Members found in violation of the above are subject to fines and loss of listing add/edit capability for 30 to 90 days.

CLEAR COOPERATION

1st Violation: \$2500 | 2nd Violation: \$5000

3rd Violation: \$7500 plus MLS Review Panel

- Failure to submit listing to the MLS within one business day after Publicly Marketing the property
 Refer to www.MiamiRealtors.com/ClearCooperation for definition of Public Marketing and FAQs.

COMING SOON LISTINGS

1st Violation: \$1000 | 2nd Violation: \$2500

3rd Violation: \$5000 plus MLS Review Panel

- Listing being shown or offer accepted before Go Live/Active date
- Failure to provide required Coming Soon Authorization Form

SHOWINGS AND NEGOTIATIONS

1st Violation: \$500 | 2nd Violation: \$750
3rd Violation: \$1500 plus MLS Review Panel

- Failure to respond within 24 hours to **Showing Requests** per showing instructions and/or Broker Remarks
- Failure to respond to written **Request for Affirmation of Presentation of Offer** within two (2) business days
- Failure to secure seller(s), broker, or office manager signature on MLS Status Change Form
- Failure to attach required Auction Information Form to Auction Listing
- Failure to provide requested documentation within two (2) business days after requested by MIAMI staff

DATA INTEGRITY: ENTERING LISTING, SUBMITTING PHOTOS OR MAKING CHANGES

1st Violation: \$500 | 2nd Violation: \$750
3rd Violation: \$1500 plus MLS Review Panel

- Failure to enter and maintain complete and accurate listing information (including agent contact info, current listing status and date fields, including ECD) within two (2) business days
 - Loading or updating a listing without signed agreements and/or change forms
 - Failure to submit valid office Exclusive/Exempt Listing, Syndication opt-out or Coming Soon Authorization form within two (2) business days of signed Listing Agreement
 - Failure to disclose: Owner/Agent, Variable/Dual Rate and/or Valid/Correct Brokerage Representation
 - Not following "Ok to Advertise" instructions included within the listing
 - Listings entered as Active with future availability dates (does not apply to Tenant Occupied Rentals)
 - Placing URL's, showing instructions, Open House information, access codes, Lockbox combinations, commission/Bonus information or contact information in Remarks, Directions, or Internet Remarks. This includes but is not limited to Names, Phone Numbers, Email addresses, Hashtags or websites / social media addresses
 - Failure to provide documentation within two business days after requested by MIAMI Staff
 - Bonus or incentives entered in any field other than Broker Remarks
 - Use of any data field for a purpose other than its intended use
 - Inaccurate or outdated fees, if required (Entering ALL Zeroes (\$0.00) not acceptable)
- No Photo: Minimum of one (1) photo (representation of the front of the property) is required for RE1, RE2, RIN and RNT property types, including Coming Soon
 - Use or Reuse of Photograph(s) or Remarks without written authorization
 - Inappropriate or inaccurate photos, virtual tours and videos containing , text, embedded links, or watermarks
 - Entering inaccurate or non-text information, i.e.: watermarks, logos or graphics anywhere in a listing, including photos
 - Branded slide shows, virtual tours, videos (containing Agent, Office, or Company information) and VT link must contain "MLS" or "unbranded" in the URL
- Entering a duplicate listing under the same property type (except Rentals)
 - Entering incorrect Selling Agent or Sale Price information when closing a listing
 - Failure to correctly record "Buyers Country of Origin" or if USA, "Buyers State"
 - Entering any data in a knowingly and willful manner to subvert the MLS automated data checker
 - Agent solicitation/recruitment in any Field (including Remarks) or MLS integrated service
 - Failure to notify MIAMI Membership Department of termination, transfer, or addition of an associate under the participant's license within two (2) business days

