

**BIG BEAR ASSOCIATION
OF REALTORS® , INC.**

**MULTIPLE LISTING SERVICE
POLICIES AND PROCEDURES MANUAL**

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 MULTIPLE LISTING SERVICE POLICIES AND PROCEDURES MANUAL**

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DEFINITIONS

As used in this Manual, the following terms have the meanings indicated:

“BBAOR”	Means the Big Bear Association of REALTORS®, its elected Board of Directors and its designees.
“DRE”	Means the California Department (Bureau) of Real Estate, formerly CalBRE and BRE.
“MLS”	Means the Big Bear Association of REALTORS®, Inc. Multiple Listing Service.
“MLS Rules”	Means the Big Bear Association of REALTORS® Multiple Listing Service Rules and Regulations as adopted and amended from time to time by BBAOR.
“Participant”	Has the same meaning as in the BBAOR MLS Rules.
“Subscriber	Has the same meaning as in the BBAOR MLS Rules.
“Certified/Licensed Appraisers”	Has the same meaning as in the BBAOR MLS Rules.
“Clerical Users”	Has the same meaning as in the BBAOR MLS Rules.
“Licensee”	Means an individual who is licensed as a salesperson or broker by the DRE.
“Users”	Means a Participant (either a Broker Participant or an Appraiser Participant) and all Subscribers (either a R.E. Subscriber or an Appraiser Subscriber) and Clerical Users employed by or affiliated as independent contractors with the Participant or the Participant's firm.

MEMBERSHIP

Application for and acceptance to membership are as set forth in the MLS Rules. There are no leaves of absence. A new MLS Participant must attend one of the next two scheduled New Participant Orientations or MLS access will be suspended until the Orientation requirement is met.

Annual List of Participant’s Users

Periodically upon request, each Participant will provide BBAOR with a complete written list of all Participant’s Users, including full names, addresses, telephone and email contact information.

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Each Participant will immediately notify the MLS of any changes, additions or deletions to the list of Participant's Users.

Changes to Membership

Participant Terminating Membership

1. Notify BBAOR Office by mail, e-mail or fax
2. Submit letter of termination
3. Return Supra Key
4. Pay all monies owed
5. Terminate Agents
6. Terminate Listings (if applicable)

Broker Terminating Agent

1. Broker: notify BBAOR Office by mail, e-mail or fax and complete and submit appropriate paperwork to BBAOR Office and return Supra Key within 3 days of termination of an Agent
2. Broker: terminate or reassign listings
3. BBAOR Office: deactivate Supra Key

Agent Voluntarily Terminating

1. Agent: notify BBAOR Office by mail, e-mail or fax and complete and submit appropriate paperwork to BBAOR Office and return Supra Key within 3 days of termination
2. Broker: terminate or reassign listings
3. BBAOR Office: deactivate Supra Key

Agents Transferring to New Broker

Agent or Broker: notify BBAOR Office by mail, e-mail or fax and complete and submit appropriate paperwork to BBAOR Office.

MLS FEES

Participant original Initiation Fee (paid by Broker Participant; non-transferable, non-refundable, one-time fee as long as the membership is kept active; copy of Broker's DRE License required)	\$1,000.00
Agent application fee	\$250.00
Change of Participant within the same Company	\$500.00
Participant reactivation fee after Suspension	\$250.00
Reactivation fee for a returning member in good standing, if returning and renewing within the calendar year	\$50.00

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Monthly charge for each office	\$30.00
Monthly Agent Access Fee	\$31.50
Charge for each new Board-loaded listing	\$50.00
Application fee MLS Appraiser Participant (non-transferable, non-refundable, one time fee as long as the membership is kept active; copy of Appraiser license is required)	\$250.00
Monthly charge for each Appraiser Participant	\$50.00
Charge for each returned check	\$35.00
Reinstate a Member in Good Standing within the calendar year	\$50.00
Program a cooperative Supra key	\$50.00

Lockboxes and Lockbox Keys may be purchased at the BBAOR office. Please call for current pricing and availability.

BILLING

Monthly Statements

Broker Participants are billed monthly for MLS Office, Agent Access, and authorized Resale Fees. Statements are mailed/emailed by the first of the month for the previous month's charges and must be paid by the Broker by the 15th of the month. Any resale items added to monthly statement must be authorized by Participant prior to release. Delinquent accounts will not be eligible for the addition of resale items to the monthly statement.

Delinquent Accounts

Accounts paid late or not paid in full are deemed delinquent. Accounts delinquent one or more times or remaining delinquent 30 days after the billing date may, in BBAOR's discretion, be placed on a cash-and-carry basis indefinitely. An account that is delinquent while on a cash-and-carry basis will be subject to a 10% per month service fee.

Pursuant to MLS Rule 17.1, Participants will be suspended for non-payment of MLS Fees. Upon suspension, the Participant's lockbox key will be inactivated and all lockbox keys must be turned in to BBAOR office within three (3) calendar days of suspension. A \$250 fee is assessed to re-activate membership after suspension. BBAOR reserves the right to deny membership renewal after suspension.

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Fees are subject to applicable debt collection and bankruptcy laws. BBAOR reserves the right to waive fees, in its sole discretion, for verified extenuating circumstances, such as illness or military duty.

MLS PASSWORDS

BBAOR issues an MLS password to each Participant, Subscriber, and Clerical User. Participants and Subscribers may change their passwords at any time.

CLERICAL USER ACCESS

Sharing login information for MLS access is prohibited. All Clerical Users will have their own Username and Password with independent tracking that does not interfere with their employing Participant or Subscriber's access. The Participant/Subscriber provides the Clerical User full access to their MLS data, at their security level, for administrative purposes. All Clerical Users must register in person at the BBAOR office and provide a copy of the executed Clerical User Agreement. The responsible Participant/Subscriber must notify the MLS Administrator immediately upon termination of the relationship with the Clerical User. Any violation caused by a Clerical User is the responsibility of the employing Participant and Subscriber and will be subject to the same disciplinary actions and fines as outlined in the MLS Rules and Policies and Procedures Manual. Clerical Users will have a unique Orientation and must complete Orientation within 30 days of gaining access to the MLS.

MLS MESSAGE SCREEN

Users may request display of Broker Open House information on the News and Alerts by contacting the BBAOR office in writing by fax, email or hand delivery. Displays of Broker Open Houses on the MLS will not contain any descriptive information of the property other than the property address, any necessary driving directions, and MLS number. Requests for any other message are subject to approval by BBAOR in its discretion.

LOCKBOX KEYS

BBAOR Lockbox and Lockbox Key use must comply with MLS Rules 13 through 13.11 and with the following:

Users are **REQUIRED** to do the following:

- Users must remain in good standing with BBAOR MLS and in compliance with the Lockbox/Key provider Lease, otherwise update codes for the Key will not be issued.
- Users must maintain the security of their Key and their Personal Identification Number (PIN) and prevent its use by unauthorized persons.
- Users must keep their Key in their possession or in a safe place at all times.

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- Users must notify the BBAOR Office immediately (within 48 hours) of loss or theft of a Key or any Lockboxes, and all circumstances surrounding such loss or theft. Fees for a replacement key may apply.
- Users must safeguard the code for each Keybox from all other individuals and entities, whether or not they are authorized keyholders of the MLS.

Users are NOT permitted to do the following:

- Attach their PIN to the Lockbox Key
- Share their PIN number with anyone.
- Lend the Key to any person or entity
- Destroy, alter, modify, disassemble or tamper with the Key or knowingly allow anyone else to do so

LISTING DATA INPUT

No listing information will be entered or changed by MLS Administrator unless submitted in writing, and unless the Participant/Subscriber is unable to make such changes with their access level.

New Listings

All new listings will be in compliance with the MLS Rules, Section 7.5 Mandatory Submission. SELM must be submitted within 3 days.

Sold Pre-Listing

A listing that has been sold prior to being listed in the MLS must still be entered into the MLS with a Pending (U) or Sold (S) status within 3 days.

Duplicate Listings

There is to be only one Active Listing record in the MLS database depicting the property type of best use. A business listed as a Business Opportunity being sold separately from the real property may be listed under one MLS number and the real property being sold as Commercial Property may be listed under another MLS number.

Fractional Ownership Listings

Fractional Ownership properties are to be listed in Property Type Recreational and Sub Property Type Time Share Fractional. They must be identified in the first line of the Public Remarks section with the words: "Fractional Ownership" followed by the amount of ownership expressed as either a percentage or a fraction (for example: "Fractional ownership of 75%" or "Fraction ownership of ¾.")

Short Sale Listings

A listing that is a Short Sale is to be listed as Category Short Sale and must state the following wording in the Confidential Remarks section: "Short Sale or potential Short Sale and gross

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commissions subject to lender approval.” The remarks may include wording specifying any commission reduction (for example: “Commission to be split 50/50 unless otherwise stated.”)

Expired Listings

An expired listing that is “re-listed” within 30 days of expiration by the same Broker for the same Owner, with the same address must be “revived” with the original MLS Number.

Canceling, Withdrawing, Re-listing Property

A listing must reflect a true and accurate status at all times. Listing agents may not cancel or withdraw a listing and re-list the same property to reflect a “New” status. The listing must be “revived” with the original MLS Number, except when the property has been off market for more than 30 days.

Photos

All listings must include, within 3 days of listing in the MLS, as Image #1 an exterior street view photo of the subject property (except where sellers expressly direct that photographs of their property not appear in the MLS compilations). Reasonable exceptions may be made when the subject property is proven to be inaccessible for reasons other than weather. Proof must be submitted to the BBAOR office.

All photos displayed in the MLS are to be taken by or for the current listing agent. Copies of photos from other agents are not to be used unless written permission from the other agent has been obtained, and submitted to the BBAOR office.

All photos must be taken of or from the subject property and detail the characteristics of the subject property. A wide scale photo of the valley may not be placed in the listing unless was taken from the subject property. Any aerial photos submitted to the MLS must be taken from directly above the subject property.

No photos of “similar to” or “same floor plan as” or “models of” the subject property are allowed.

An artist’s rendering that details the characteristics of the subject property must be labeled as an “Artist’s Rendering.”

Photo and artist renderings may not contain logos, overlays, words, numbers or symbols.

Address

All listings must have complete addresses when available. If no address has been assigned, a reference must be made in the Public Remarks section. Street names must be spelled correctly.

Assessor Parcel Number

The Assessor’s Parcel Number is a mandatory field. Every listing (except Business Opportunity) must contain the number assigned by the County Assessor’s Office. If an APN number has not been assigned, a reference must be made in the Public Remarks section of the listing.

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Association Dues

Association Dues is a required field. The monthly dues amount should be used. If not applicable, enter "0."

Boat Dock/Boat Dock Available

The Boat Dock/Boat Dock Available field may be used only if the Seller currently owns or has conveyable title or a lease from the MWD for a boat dock.

City

The City is a required field. The correct city name must be used.

Conditional Offer of Compensation

Listings that contain language that refers to a conditional offer of compensation are in Violation of MLS Rule 7.12. The only exceptions to the basic prohibition against conditional offers of compensation is lender approval in the case of short sales, auctions and sales requiring court orders or approval such as divorce, probate and bankruptcy and provided that information of the conditional offer is fully disclosed by the listing Broker through the MLS prior to presentation of an offer by a cooperating Broker. BBAOR reserves the right to remove a listing from the MLS database that does not conform to the requirements of this section.

Construction Type

The Construction Type field is a mandatory field and must be used in all residential listings. The following are descriptions of the types of construction:

Manufactured/Modular Homes

Manufactured Home

A manufactured home is defined as "a structure that was constructed on or after June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected on site, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems. "Manufactured home" also includes any structure that meets all the requirements above except for the size requirements, and with respect to which, the manufacturer voluntarily files a certification and complies with the standards established under the National Manufactured Housing Construction and Safety Act of 1974 (42 U.S.C. § 5401 *et seq.*). (Cal. Health & Safety Code § 18007.)

Modular Homes

A modular home is controlled by UBC Uniform Building Code, now called California Building Code, and are also regulated by UBC and should have a sticker on it.

- Modular homes are built in sections at a factory.

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- Modular homes are built to conform to all state, local or regional building codes at their destinations.
- Sections are transported to the building site on truck beds, then joined together by local contractors.
- Local building inspectors check to make sure a modular home's structure meets requirements and that all finish work is done properly.
- Modular homes are *sometimes* less expensive per square foot than site built houses.
- A well-built modular home should have the same longevity as its site-built counterpart, increasing in value over time.

On-Site Built

On-site built or “stick built” construction comes in a variety of styles and is done in separate stages.

- Materials are delivered to a parcel of land and assembled completely from start to finish at the site.
- Beginning with the excavation for foundation, sewer, plumbing and sometimes all the utilities then moving up to the separate deliveries of lumber to start the framing, siding, sheathing, rough plumbing, rough electrical, insulation, drywall or interior finish material, windows and doors, exterior finish lumber or material usually resembling but not limited to resembling lumber for fascia, window and door trim, interior finish lumber or material usually but not limited to resembling lumber. Each stage is usually worked on separately and inspected on the site.
- Then finishing the interior entails a variety of cabinetwork set in place, installing of counter to materials, finish plumbing, electrical, flooring & carpet if used. Once again, each stage has to be inspected individually.
- All engineering and building is regulated by either the San Bernardino County Building Department or the City of Big Bear Lake Building Department to incorporate the necessary safety codes.

Lot Dimensions

Dimensions are to be stated starting from the front right corner and then clockwise.

Offers of Compensation for Lease Properties

Offers for compensation for lease properties must be preceded by a dollar sign (\$), or where a percentage represents a percent of the total contract, by a percentage symbol (%). A leased property shall reflect a Terminated Status.

Owner Name

Upon any form of written authorization signed by the seller requesting their name not appear in the MLS, may use “On File” for the owner’s name.

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Property Style

Lakefront

For a listing to be placed in the Lakefront Field it must meet the following definition-“Touching High Water Line” and be west of Stanfield Cut-Off.

Acreage

For a listing to be placed in the Acreage Field it must meet the following definition -- Lot must be a minimum of 43,560 sq ft.

Equestrian

For a listing to be placed in the Equestrian Field the property must qualify under and follow the City and County guidelines for horses.

Remarks

Language used in the Public and Confidential Remarks section must be in compliance with and not violate HUD/Fair Housing guidelines. All text in the Public and Confidential Remarks section must be entered in the English language.

Public Remarks

The Public Remarks section shall not include any website address, e-mail address, phone numbers, alarm or gate codes or agent or assistant names.

Confidential Remarks

The Confidential Remarks section may be used for agent-to-agent communication.

Syndication Remarks

Syndication remarks may include the same information as Public Remarks, with the addition of Agent name, phone number, email address, and website address. The Participant/Subscriber may select one of the following “call to action” phrases within their syndication remarks: “For more information call” or “Property offered by”

Contact to Show

The Contact to Show field is used for names.

Phone Show

The Phone to Show field is used for phone numbers.

Showing Instructions

Lockbox

The notation “L/B” in the Showing Instructions field means that a BBAOR approved Lockbox is already installed on the property.

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Combo Lockboxes

If Combo Box is selected, the combination must be put in the Confidential Remarks field.

Status Definitions

On-Market Statuses

- (A) Active A valid listing contract exists and no offer (with or without contingencies) has been accepted.
- (B) Back-Up Offer accepted and either: (1) Seller is looking for back-up offers and requests property remain in On-Market status; or (2) sale is subject to court or other third party approval.

Off-Market Statuses

- (C) Cancelled Seller has terminated or cancelled the listing contract in writing and no valid or active listing contract remains in force. For the same broker to relist the same address for the same owner within 30 days of cancellation, the original MLS listing must be “revived” with the original MLS Number. (Seller may be contacted and solicited for the listing by other Agents/ Participants).
- (H) Hold A valid listing contract is in effect; however, due to reasons such as repairs, illness, guests, Seller requests no showings temporarily.
- (L) Leased The property has been leased.
- (P) Pending Seller has accepted an offer and is not soliciting further offers.
- (S) Sold Escrow has closed.
- (W) Withdrawn A valid listing contract is in effect; however, the property is no longer being marketed. Contact or solicitation for the listing by other agents/Participants is subject to grievance/disciplinary action.
- (X) Expired Listing contract has expired, i.e. the time frame of the existing listing contract has run out.

Value Price Range Pricing

If a Participant elects to utilize a “Value Price Range” in a listing, the highest price within the range must be shown in the List Price field and the full range must be stated in the Public Remarks. For example: “Seller will entertain offers between _____ and _____.”

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Virtual Tour Links

Virtual Tour Links must be representative of the subject property and its surroundings and must not include the agent or broker's photo, name, address, phone numbers, e-mail addresses, advertising, website addresses or link to a website.

CITATION POLICY

To ensure the integrity of the MLS and the MLS database, BBAOR has established this Citation Policy in accordance with Section 14.3 of the MLS Rules. This policy is not all-inclusive, may not reflect Violations of the Code of Ethics, and does not replace Professional Standards Enforcement. Fines will be issued in accordance with this Citation Policy, subject to change by BBAOR.

Definitions

Violation	Omission of required data from an MLS listing; including in an MLS listing any data that is inaccurate, misleading, prohibited, inconsistent with the intent of or not in compliance with the provisions of the MLS Rules; unauthorized dissemination of MLS data
Violator	User who has entered a listing not in compliance with MLS Rules
Responsible Participant	Violator or his/her employing Broker, Participant, or Subscriber
Tracking Period	Twelve (12) months commencing on the Receipt Date of the Violator's first <i>Notice of Violation and Fines</i> and ending on the last day of the twelfth month thereafter
Notice Date	Date appearing on the <i>Notice of Violation and Fines</i>
Receipt Date	One (1) business day after courtesy telephone call and email or facsimile transmission
Correction Period	Commencing on Receipt Date and ending at 11:59 p.m. on the first business day after the Receipt Date
Additional Fine Period	Each three calendar day period following expiration of the Correction Period until the Violation is corrected

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Identifying Violations

Violations of the MLS Rules and this Citation Policy are identified in two ways:

MLS Administrator Review

The MLS Administrator reviews all fields of each MLS listing and identifies Violations of the MLS Rules and this Citation Policy.

Reports by Individuals

Interested individuals may report Violations by:

- Sending a fax to the BBAOR Office at (909) 866-6098, or
- Using the Report Data Error button on the listing display screen within the MLS.

Violation Reports

Violation reports will be processed within 72 business hours; incomplete Violation reports will not be processed. Violation reports must be in writing, dated, signed, and include the following information:

- Name and office of the alleged Violator
- Property address
- MLS Number
- Nature of the Violation (specific facts and clear statement of rule or policy violated)
- Name and contact information of reporting person (will remain confidential)

Courtesy Phone Calls

Upon discovering a Violation or receiving a report of a Violation, as a courtesy the MLS Administrator may place a phone call to the Violator and, if the Violator is a Subscriber, may also call the Responsible Participant and give verbal notice of the Violation. The courtesy calls are not required and failure to make the calls is not grounds for disputing Violations or fines.

Notice of Violation and Fines

Upon discovering a Violation or receiving a report of a Violation, the MLS Administrator sends a written *Notice of Violation and Fines* to the Violator and, if the Violator is a Subscriber, a copy of the *Notice of Violation and Fines* is sent to the Responsible Participant.

NOTICE: The *Notice of Violation and Fines* is the only written notice that will be sent regarding a Violation and fines; assessment of fines, penalties and administrative fees regarding the *Notice Violation* will be made without additional notices being sent.

Correction of Violation

All noticed Violations must be corrected and written confirmation of the correction must be delivered to the MLS Administrator within the Correction Period. A Violator who is unable to correct the Violation during the Correction Period may verbally request the Participant or the BBAOR Office make the correction to the listing and provide the MLS Administrator a written permission statement within three (3) business days.

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Additional Fine Periods

Failure to correct a noticed Violation within the Correction Period results in assessment of a fine as if a second Violation. Failure to correct a noticed Violation within the Additional Fine Periods results in assessment of fines as if a third and subsequent Violation. Additional Fine Period fines are assessed for each Additional Fine Period until the Violation is corrected or the maximum fine is reached (see Fine Schedule below).

Tiered Violations and Escalating Fine Levels

There are three tiers of Violations with corresponding fine levels based on the type of rule violated and the impact or potential harm the Violation causes. Fines are assessed and escalate based on the tier level, the number of Additional Fine Periods before the Violation is corrected, and the number of Violations noticed to the Violator within the Tracking Period (see Fine Schedule below). Fines are the responsibility of the Violator and are billed on the Responsible Participant's monthly billing. Fines are due within fifteen (15) calendar days of billing.

Suspension of MLS Privileges

Failure to pay assessed fines may result in suspension of MLS privileges pursuant to the MLS Rules, Rule 17.1. If the maximum accumulated fine amount has been assessed and the Violation has not been corrected, the Violator's MLS privileges may be suspended for no less than thirty (30) days and up to one (1) year if the Violation remains uncorrected and any accumulated fines have not been paid.

BBAOR Listing Deletion

BBAOR reserves the right, but is not obligated, to delete a listing that contains a Violation if a *Notice of Violation and Fines* is given and correction is not made within the Correction Period, and to charge Violator an administration fee of \$50.00.

Twelve Month Tracking Period

Violations are tracked on a 12-month basis, commencing on the Receipt Date of the Violator's first *Notice of Violation and Fines* and ending on the last day of the twelfth month thereafter ("Tracking Period"). The Violation count is reset to zero (0) on the anniversary of the Violator's first *Notice of Violation and Fines*.

Multiple Violations in a Listing

A listing containing more than one Violation on the same day is treated as a single Violation, regardless of the category or nature of the Violation, and is subject to the fine applicable to the highest or most severe Violation.

Request for Administrative Review

Within fifteen (15) calendar days of the Receipt Date of the *Notice of Violation and Fines*, the Violator may submit a *Request for Administrative Review*. Within sixty (60) calendar days of the Receipt Date of the *Request for Administrative Review*, the BBAOR Board of Directors will review the Violation and send a written *Notice of Decision* to the Violator. The decision of the Board of Directors is final. Unless withdrawn, the Violation must be corrected within one (1)

