

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

**MULTIPLE LISTING SERVICE POLICIES  
AND PROCEDURES MANUAL**

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Approved by NAR: Certified: 9/12/22

BIG BEAR ASSOCIATION OF REALTORS®, INC.  
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 of Real Estate.
"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" "Subscriber"	Has the same meaning as in the BBAOR MLS Rules. Has the same meaning as in the BBAOR MLS Rules.
"Certified/Licensed Appraisers"	Has the same meaning as in the BBAOR MLS Rules. Has the same meaning as in the BBAOR MLS Rules.
"Clerical Users" "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 complete New Member Orientation within 30 days after access has been granted or MLS access will be suspended until the Orientation requirement is met.

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**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.

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

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**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 within 3 days.

**MLSFEEES**

Participant original Initiation Fee (paid by Broker Participant; non-transferable, non-refundable, one-time fee as long as the membership is kept active; <b>copy of Broker's DRE License required</b> ) Agent application fee	\$1,000.00
	\$250.00
	\$250.00
Change of Office's Participant/Broker, if new Broker is current MLS subscriber	\$500.00
Change of Office's Participant/Broker, if new Broker is NOT current MLS subscriber	\$250.00
Participant reactivation fee after Suspension	\$50.00
Reactivation fee for a returning member in good standing, if returning and renewing within the calendar year	

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(non-transferable, non-refundable, one time fee as long

**license is required)**

pricing and availability.

**Quarterly Statements**

Participants and Subscribers are billed quarterly for MLS Access. Statements are emailed the first week of the quarter being billed and must be paid by the statement due date. Quarterly MLS fees are considered prepaid and *no refunds will be issued, including for cancellation of membership nor agent transfers.*

**Delinquent Accounts**

Accounts paid late or not paid in full are deemed delinquent. Any portion of quarterly statements that remain unpaid after the due date will be assessed a 10% Late Fee. 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 reactivate membership after suspension. BBAOR reserves the right to deny membership renewal after suspension.

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.

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**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 with 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.
- 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 Key box 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.

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- 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

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**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.

**Reported Listing/Selling Agent**

Listing Broker has the authority to designate the listing agent and Selling Broker has the authority to designate the selling agent in the MLS

**New Listings**

All new listings will be in compliance with the MLS Rules, Section 7.5 Mandatory Submission. SELM must be submitted within 1 day.

**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. Exceptions: 1) 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. 2) A property with multi-use zoning or a property that is currently being used differently, either entirely or in part from its current zoning. i.e.: A commercially zoned property being used as residential, or a residentially zoned property being used as commercial, or a property with residential/commercial multi-use possibility; Shall be permitted to have one MLS number for the Residential property type listing and another MLS number for the Commercial property type listing. 3) A property that is being listed as a Lease and for sale. 4) A property that is being listed as both Vacant Land and Under Construction (must possess active building permits).

Only one MLS number may be reported as Sold and the other must be canceled. Each MLS number shall be referenced in Confidential Remarks.

**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 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.")

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**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.

A new Broker may not co-list a property with the Broker under which the original listing expired and enter it as new.

**Canceling and Re-listing Property**

A listing must reflect a true and accurate status at all times. Listing agents may not cancel 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 Canceled or Expired for more than 30 days. A new Broker may not co-list a property with the Broker under which the original listing was cancelled and enter it as new.

**Under Construction, New Construction DOM**

Building permits are required to use "Under Construction" property Category; Once the Participant/Subscriber changes the Category from "Under Construction" to "New Construction" (with required Certificate of Occupancy), Participant/Subscriber may contact the BBAOR office to reset DOM to zero.

**Comp-Only Sales Input**

Pursuant to MLS Rule 10.3, Comp-Only sales are to be input using the "Comp-Only" input form for the appropriate property type

**Photos**

All listings must include, within 3 days of listing in the MLS, at least one 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 it was taken from the subject property. Any aerial photos submitted to the MLS must be taken from above the subject property and subject property must appear in the photo.

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, branding, or contact information.

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Quarterly charge for each office	\$90.00
Quarterly Agent Access Fee	\$135.00
Charge for each new Board-loaded listing	\$50.00
Application fee MLS Appraiser Participant	\$250.00
as the membership is kept active; <b>copy of Appraiser</b>	
Quarterly charge for each Appraiser Participant	\$165.00
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	

**BILLING**

**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.

**Association Dues**

Association Dues is a required field. The frequency of the dues amount entered must be selected. If not applicable, enter "O."

**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**

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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 buyer 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/ Mobile 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.)

##### Mobile Home

A Mobile Home is defined as "a structure that was constructed prior to 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. (Cal. Health & Safety Code § 18008).

‘mobile home’ also includes trailers which are used for human habitation if the occupancy criteria of either paragraph (1) or (2), as follows, are met:

- 1). The trailer or other recreational vehicle occupies a mobile home site in the park on November 15, 1992, under a rental agreement with a term of one month or longer, and the trailer or other recreational vehicle occupied a mobile home site in the park prior to January 1, 1991.
- 2). The trailer or other recreational vehicle occupies a mobile home site in the park for nine or more continuous months commencing on or after November 15, 1992.

##### 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.
- 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

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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 "Leased" 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.

**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.

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**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, website address, and social media handles. 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 "*LIB*" in the Showing Instructions field means that a BBAOR approved Lockbox is already installed on the property.

Combo Lockboxes

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

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**Status Definitions**

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**(A)** Active

**(P)** *Pending*

**(B)** Back-Up

**(S)** *Sold*

**(W)** *Withdrawn*

**Off-Market Statuses**

**(N)** *No Marketing*

**(X)** *Expired*

**(C)** *Canceled*

**(H)** *Hold*

**(L)** *Leased*

A valid listing contract exists and no offer (with or without contingencies) has been accepted.

Offer accepted and either: (1) Seller is willing to show the property and accept back-up offers and requests property remain in On- Market status; or (2) sale is subject to court or other third-party approval.

*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).*

*A valid listing contract is in effect; however, Seller has instructed Listing Broker to market the property **only** to the participants of the MLS for 30 days.*

*Showings may occur if allowed by the seller. No participant may publicly market an N status listing.*

*A valid listing contract is in effect; however, due to reasons such as repairs, illness, guests, Seller requests no showings temporarily.*

*The property has been leased.*

*Seller has accepted an offer and is not soliciting further offers. Any incidental remaining marketing is not a violation of Rule 7.5.*

*Escrow has closed.*

*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.*

*Listing contract has expired, i.e. the time frame of the existing listing contract has run out.*

*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*

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**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 \_\_\_\_\_"

**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.

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**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	
Responsible Participant Tracking Period	User who has entered a listing not in compliance with MLS Rules Violator or his/her employing
Notice Date Receipt Date	Broker, Participant, or Subscriber
Correction 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
Additional Fine Period	Date appearing on the <i>Notice of Violation and Fines</i>
	One (1) business day after courtesy telephone call and email or facsimile transmission
	Commencing on Receipt Date and ending at 11:59 p.m. on the first business day after the Receipt Date
	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:

- Contacting the BBAOR Office via telephone, fax, or email, 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)

**Reporting of Violations Will Remain Confidential**

When requested by a complainant, the MLS shall provide for processing reports of violations without revealing the complainant's identity. If the matter is forwarded to hearing, then the MLS Committee, Grievance Committee, MLS staff or other representative must serve as the complainant when the original complainant does not consent to participating in the process or the disclosure of his or her name.

**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.**

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**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.

**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).

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**Tiered Violations, Escalating Fine Levels, and Hearings**

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 violation recipient within the Tracking Period (see Fine Schedule below). Fines are the responsibility of the violation recipient. Fines are due within fifteen (15) calendar days of billing. Any Participant or Subscriber who accumulates in excess of 3 (three) violations in one calendar year, unless otherwise specified, shall be required to attend a hearing for their actions and potential violations of MLS rules. Additionally the responsible Participant is required to attend any such hearing of a Subscriber.

**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 violation recipient'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 violation recipient 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 violation recipient'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 violation recipient'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 violation recipient 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 violation recipient. The decision of the Board of Directors is final. Unless withdrawn, the Violation must be corrected within one (1) business day of the Receipt Date of the *Notice of Decision*, and the fine is due and payable as required by the *Notice of Decision*.

**Request for Hearing**

Within fifteen (15) calendar days of the Receipt Date of the *Notice of Violation and Fines*, the violation recipient may submit a written *Request for Hearing* and a hearing will be conducted according to the procedures established by BBAOR.

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**Violations and Fines**

**TIER 1      Violations of MLS Data - erroneous, misleading, incomplete, or inaccurate listing information.**

- a) Wrong Area (Rule 7.11)
- b) Incomplete Address (Rule 7.11)
- c) No photo (Rule 11.5)
- d) Inaccurate lot size or dimension (Rule 7.11)
- e) Withdrawing listings before expiration without authorization (Rule 7.9)
- f) Unreported change in listing within 3 days (Rule 7.8)
- g) Unauthorized extension (Rule 8.2; Rule 7.19)
- h) New listing not submitted within 1 business day after marketing to the public (Rule 7.5)
- i) Any phone numbers, website address, email address, agent names in the Public Remarks (Rule 12.5; Rule 7.11)
- j) Unreported contingencies (Rule 7.10)
- k) Advertising MLS listings of "Opted Out" broker without prior consent (Rule 12.8)
- 1) Improper use of Active listing information including any IDX Violations (Rule 12.16)
- m) Abuse of the MLS system by exploiting the MLS software functions for marketing purposes or to gain a competitive advantage. (Rule 12.10)
- n) Failure to Provide Lawfully Required Privacy Notices and Opt-Out Rights [ Rule 11.10 (Data Privacy)]
- o) Any reference to Broker compensation in Public Remarks (Rule 12.5)
- p) Representing Manufactured or Modular homes as On Site Built (Rule 7.11)
- q) Misrepresentation of commission to buyer Broker (Rule 7.16)
- r) Branding, advertising, or contact information in a Virtual Tour (Rule 12.5 and 11.5)
- s) Clerical User not registered with BBAOR office (Rule 4.3)
- t) SELM not submitted within 1 business day (Rule 7.6)
- u) Failure to provide seller's written direction to alter time of submission of offers; failure to provide clear and accurate notice of altered offer presentation date/time (Rule 9.4)
- v) Failure to timely provide written verification that offer was presented (or that seller waived the obligation to have offer presented (Rule 9.5)

**Tier 1 Violation Fines:**

First Violation	Second Violation	\$0 if timely corrected; not timely corrected
		\$200
Third and subsequent Violations		\$200.00
		\$400.00
Uncorrected Violation - 1 <sup>st</sup> Additional Fine Period		\$200.00
		\$400.00
	- 2 <sup>nd</sup> and subsequent Additional Fine Periods	\$2,000.00
Maximum accumulated fine for a single Violation		
Additional Violations after maximum fine reached	Failure to pay fines	MLS suspension* MLS suspension*

\* Suspension is for no less than thirty (30) days nor more than one (1) year



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