

GDWCAR MLS RULES & REGULATIONS

Revised 2-16-15 by MLS Committee
2-19-15 Approved by GDWCAR Board of Directors
Approved by Legal Counsel
(Revised 3-10-15)
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The Board of Directors has designated standard fines for some violations of these rules and regulations. Fines will be charged to the Participant; details are found in the MLS Rules and Regulations Synopsis.

Due to the relationship with North Texas Real estate Information Systems as a provider of the Multiple Listing platform for GDWCAR members and users, the following section of policy are found at <http://www.ntreis.net/resources/forms.asp>

SECTION 1	NAME
SECTION 2	AUTHORITY
SECTION 3	PURPOSE
SECTION 4	DEFINITIONS
SECTION 5	PARTICIPATION POLICIES
SECTION 6	DUES & FEES
SECTION 7	LISTINGS
SECTION 8	SELLING PROCEDURES
SECTION 9	PROHIBITIONS
SECTION 10	DIVISION OF COMMISSIONS
SECTION 11	NON-COMPLIANCE WITH RULES
SECTION 12	ENFORCEMENT OF RULES OR DISPUTES
SECTION 13	CONFIDENTIALITY, PUBLICATION AND INFORMATION
SECTION 14	OWNERSHIP OF MLS COMPILATIONS' AND COPYRIGHTS
SECTION 15	USE OF COPYRIGHTED MLS COMPILATIONS
SECTION 16	USE OF MLS INFORMATION
SECTION 17	INTERNET DATA EXCHANGE (IDX)
SECTION 18	COMPUTER MESSAGING
SECTION 19	VIRTUAL OFFICE WEBSITE (VOW)
SECTION 20	AMENDMENTS
SECTION 21	ARBITRATION OF DISPUTES
SECTION 22	STANDARDS OF CONDUCT
SECTION 23	EFFECTIVE DATES

SECTION 24 - APPLICABILITY OF RULES TO USERS AND/OR SUBSCRIBERS

Section 24.1: Non-principal brokers, sale licenses, appraisers and others authorized to have access to information published by GDWCAR's MLS platform are subject to these rules & regulations and those rules found in sections 1 through 23 of the North Texas Real Estate Information Systems (NTREIS), as modified from time to time and may be disciplined for violations thereof provided that the user or Subscriber has signed an agreement acknowledging that access to and use of GDWCAR MLS information is contingent on compliance with Rules and Regulations. Further, failure of any user of Subscriber to abide by the Rules and Regulations and/or sanctions imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or Subscribers affiliated with the Participant.

To the extent of conflict between these rules and regulations and the NTREIS rules, these rules and regulations shall prevail and control

SECTION 25 – PENALTIES

Section 25.1: Failure to produce a listing agreement or supporting documentation when requested by GDWCAR of said listing entered in the MLS, to GDWCAR within Three (3) days shall result in a \$50.00 fine and deletion of the listing from the system with notification to Participant.

Reentry of the purged listing, without compliance of request shall result in an additional fine of \$100.00.

Section 25.2: Failure to enter a listing in the GDWCAR MLS software platform within three (3) days of listing "begin" date, shall result in a fine of \$50.00 for the first (1st) day and \$10.00 each day thereafter up to ten (10) days. Beginning on the eleventh (11th) day, failure to activate a listing in the GDWCAR MLS Software Platform shall result in an additional \$200.00 fine.

Section 25.3: Failure to send a copy of the appropriate "Exemption From MLS" listing agreement and any documentation to substantiate the listing when requested by GDWCAR, within three (3) days of listing "Begin" date shall result in a fine of \$50.00.

Section 25.4: Failure to enter an "Specified Future Date" exempt listing into the GDWCAR MLS system within three (3) days following the specified future date will be treated the same as late entry of a new listing and will be fined as such.

Section 25.5: Failure to provide a copy of listing documentation when requested by GDWCAR within three (3) days of the date of notification shall result in a \$50.00 fine.

Section 25.6: Failure to properly report a listing status change to GDWCAR MLS Service shall result in a \$50.00 fine. These changes and the time limits for reporting are as follows.

All Active	Three (3) Days
Contingent	Three (3) Days
Pending	Three (3) Days
Sold	Three (3) Days
Back on Market (Active)	Three (3) Days
Extended	Three (3) Days
Cancellation	Three (3) Days
Temporarily off Market	Three (3) Days
Withdrawal	Three (3) Days
Price Change	Three (3) Days

SECTION 25.7: FAILURE TO CORRECT ELECTRONICALLY CHECKED DATA VIOLATIONS. GDWCAR and NTREIS employ a third party program to check data electronically. Failure to correct data pursuant to a notice issued by this program shall result in the assessments listed under Section 25.8 of this document.

SECTION 25.8: VIOLATION NOTICE AND ASSESSMENT POLICY. As approved by the Board of Directors for GDWCAR the following fine assessment policy will be enforced as follows:

1st Notice – An electronic notice is sent to the MLS Email of record (**Pursuant to Section 35 of these rules**) for the Subscriber indicating the violation and time frame for compliance.

2nd Notice - An electronic notice is sent to the MLS Email of record (**Pursuant to Section 35 of these rules**) for the Subscriber and the Participant indicating the violation and time frame for compliance.

3rd Notice - An electronic Fine assessment of \$50.00 is sent to the MLS Email of record (**Pursuant to Section 35 of these rules**) for the Subscriber and the Participant indicating the violation. If within 72 hours of the 3rd Notice, the listing is not brought into compliance the GDWCAR staff shall make appropriate changes and issue an additional MLS Maintenance Fee Assessment of \$100 to both the Subscriber and Participant.

SECTION 25.10 – CONTINUED VIOLATIONS. If any user continues to violate the same rule to the point of a 3rd violation, which results in a fine assessment, their fine assessment shall double on the second notice of assessment and triple upon the third notice of assessment, of that rule, and they shall be subject to further disciplinary action as may be deemed appropriate by the MLS Committee.

SECTION 25.11 – EXCEPTIONS.

Notwithstanding anything in this Section 25 to the contrary, the Executive Officer/Director may in their sole discretion, toll any periods of compliance if evidence is provided that the reason for non-compliance is due to defective information provided by governmental entities or other factors beyond the control of the Subscriber or Participant, and evidence is also provided that the Subscriber or Participant is diligently working with the proper parties to secure the proper information for compliance

Any documentation requested to correct violations or process a complaint shall be kept confidential at the association offices, except as necessary for enforcement of these rules or NTREIS rules.

PENALTY FOR NON PAYMENT OF FINE ASSESSMENT.

These assessments must be paid prior to next MLS Quarterly Fee Billing **INVOICE DUE DATE** (as referenced on the chart in Section 28.1 (A) 2) to avoid **MLS access being cancelled for the subscriber. If the Participant's MLS access is cancelled the entire subscriber members associated with that Participant shall be without MLS access as well.**

No "Letter of Good Standing" shall be issued until all assessments are paid in full.

SECTION 26 - ENFORCEMENT OF RULES AND REGULATIONS

Section 26.1: The Board of Directors for GDWCAR shall give consideration to all written complaints having to do with violations of the Rules and Regulations of GDWCAR MLS Services.

SECTION 27 - VIOLATION OF RULES & REGULATIONS

Section 27.1: If the alleged offense is a violation of Rules and Regulations of GDWCAR MLS Services and does not involve a charge of alleged violation of one or more of the provisions of the **STANDARDS OF CONDUCT** section of the Rules and Regulations or a request for arbitration, it may be administratively considered and determined by the Board of Directors or staff of GDWCAR, and if violation is determined, the MLS Committee may direct imposition of discipline, provided that the recipient of said discipline may appeal discipline **based on procedural misconduct** to the Association for a hearing, in writing and detailing the procedural misconduct, to the Board of Directors within twenty (20) calendar days following the notification date of the Directors' decision.

The filing of a false complaint with GDWCAR is a violation of the Standards of Conduct and shall be referred to the Texas Association of REALTORS.

Alleged violations of the **STANDARD OF CONDUCT** section of the GDWCAR MLS Rules and Regulations shall be referred to the Texas Association of REALTORS® who handles all Grievance Complaints for GDWCAR. It will be the sole responsibility of the Complainant to submit the Grievance to The Texas Association of REALTORS® who will process it in accordance with their Professional Standards Procedures.

SECTION 28 —SERVICE CHARGES

Section 28.1 Service Fees and Charges. Service charges for operation of the Service are in effect to defray the costs of the Service and are subject to change in the manner prescribed.

- A. **MLS User Fees.** User fees are billed to each Participant and Subscriber. The Participant is ultimately responsible for payment of bills of all Subscribers affiliated with him/her.
1. All MLS users will be billed quarterly for use.
 2. All MLS fees are due as follows annually:

INVOICE ISSUED	INVOICE DUE	PAYING FOR
February Last Wednesday of Month	March 31	2 nd Quarter
May - Last Wednesday of Month	June 30	3 rd Quarter
August - Last Wednesday of Month	September 30	4 th Quarter
November - Last Wednesday of Month	December 31	1 st Quarter

- B. **Non-REALTOR Participant Fee.** A fee, determined by the BOD, may be billed to each non-REALTOR Participant for, but not limited to, enrollment, use of the MLS system, access to the MLS computer, equipment use, listing entry fees and lock box system fees.

Section 28.2 Procedures for Exemption from MLS Fees and Dues. Exemption of subscribers will be considered pursuant to the NTREIS Rules & Regulations with the approved form found at http://www.ntreis.net/documents/Forms_301120129574.pdf and/or any of the approved policy using the approved form from GDWCAR, attached hereto and entitled **GDWCAR MLS Waiver of Fees for Licensed Assistants** No other forms will be considered.

A separate form must be executed for each individual for whom an exemption is being requested. Individual exemptions will become effective starting the month following the month an exemption is approved.

SECTION 29--ORIENTATION

Any applicant for MLS Participation and any licensee affiliated with an MLS Participant who desires access to MLS-generated information shall complete an orientation program as prescribed by the GDWCAR Board of Directors of no more than four (4) classroom hours devoted to the MLS Rules and Regulations and the operation of the MLS within (30) days after access has been provided **or access shall be suspended until such requirement has been met.**

SECTION 30 – INDEMNIFICATION

Each Participant and Subscriber does hereby agree to waive any and all claims against GDWCAR arising from or related to their use of the software and output therefrom, and shall indemnify GDWCAR from any claims arising therefrom.

SECTION 31 - COMPLAINTS OF UNETHICAL CONDUCT

All complaints of unethical conduct shall be referred to The Texas Association of REALTORS®, who handles all Grievance complaints for GDWCAR. It will be the sole responsibility of the Complainant to submit the Grievance to The Texas Association of REALTORS® who will process it in accordance with their Professional Standards Procedures.

SECTION 32 - AUTHORITY TO IMPOSE DISCIPLINE

By becoming and remaining a Participant or Subscriber in this MLS, each Participant and Subscriber agrees to be subject to the rules and regulations and any other MLS governance provisions including NTREIS related MLS Rules and Regulations. GDWCAR may, through its administrative and hearing procedures as established in these rules at Section 27.1, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- (a) Letter of Warning
- (b) Letter of Reprimand
- (c) Attendance at an MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location and duration
- (d) Appropriate reasonable fine not to exceed \$5,000; after notice and hearing
- (e) Probation for a stated period of time not less than thirty (30) days and no more than or (1) year; after notice and hearing
- (f) Suspension of MLS rights, privileges, and services for not less than thirty (30) days no more than one (1) year; after notice and hearing
- (g) Termination of MLS rights, privileges, and services without right to reapply for a specified period not to exceed three (3) years.

SECTION 33 - COMPLIANCE OF RULES

The following actions may be taken for noncompliance of rules.

- (a) For failure to pay any service charge, dues or fees within ten (10) days of the date due and provided that at least ten (10) days' notice has been given, GDWCAR MLS services shall be suspended until service charges, fees, or fines are paid in full. Participant and Subscriber shall be notified if Subscriber is past due and subject to termination for failure to pay under the Subscriber quarterly billing process.
- (b) For failure to comply with any other rule, the **ENFORCEMENT OF RULES AND REGULATIONS and VIOLATION OF RULES AND REGULATIONS**, Sections 26 and 27 of these Rules shall apply.

SECTION 34. LOCKBOX KEY RULE (SUPRA KEY)

Each MLS Participant who is a REALTOR® member ("REALTOR Participant") and real estate licensee license and Texas Licensed Certified Appraiser who is affiliated with such REALTOR® Participant who has an active Public and Private ID shall be eligible to obtain a Supra Key subject to their execution of a key lease agreement.

Each Texas licensed Inspector, Texas licensed Exterminator and/or Texas Registered Professional Engineer who is an Affiliate member of the Greater Denton Wise County Association of REALTORS® (GDWCAR) shall be eligible to obtain a Supra KEY, subject to the MLS Rules and Regulations and execution of a key lease agreement.

SECTION 35. REQUIRED EMAIL ADDRESS:

Every MLS Participant and every real estate licensee and licensed Texas Certified Appraiser, Texas licensed inspector, Texas licensed Exterminator and/or Texas Registered Professional Engineer who is affiliated with such MLS Participant and who has access to and use of the MLS through the MLS Participant shall be required to maintain on file with MLS a current, accurate and active email address at which they may be contacted for all MLS related issues. Lack of accurate email address does not excuse liability for actions.

SECTION 36. COMPLAINT FILING PROCESS.

Each complaint alleging a violation of the Rules must (a) be in writing on the **GDWCAR MLS COMPLAINT FORM**, attached hereto; (b) identify the complaining party; and (c) be submitted to the MLS provider from whom the complaint is filed against, either obtains MLS service or holds membership. If an alleged violation of the Rules is brought to the attention of the MLS staff of an MLS Provider, then the MLS staff may investigate such alleged violation. If in the opinion of the MLS staff, it **appears that a violation has occurred**, said MLS staff shall submit a written report to the MLS Committee of such MLS Provider for consideration.

SECTION 37. CLEAR COOPERATION POLICY (ADOPTED 8-27-20)

Upon verification of a Clear Cooperation Violation:

1st – Courtesy notice will be given to the agent, broker and MLS Team leader, if any, via email and phone call requesting the listing be added to the MLS as Active or Coming Soon status, to be completed within 1 business day of contact. If not corrected, listing agent(s) will be subject to a **\$1000 fine**.

2nd Warning notice to agent, broker and MLS Team Leader, if any, via email and phone call that the property is not in the MLS as required by the Clear Cooperation Policy, to **avoid a \$1000 fine** the listing must be listed in the MLS as Active or Coming Soon status, within one business day of this notice.

3rd **\$1000 fine issued**, notify agent, broker and MLS team leader, if any, via email and phone call to be paid by the listing agent(S), within 1 business day. If not paid the listing agent(s) will be inactivated until payment of fine is received by GDWCAR.

*If a fine is levied it will be due and payable within 1 business day of notice or listing agent will be inactivated until fine is paid.

*GDWCAR staff and MLS Committee reserve the right to determine extenuating circumstances that may lead to an extension on the above noted time frames.

GDWCAR MLS WAIVER OF FEES FOR LICENSED ASSISTANTS

EFFECTIVE BY BOARD OF DIRECTORS VOTE DATED: 4-17-14

In accordance with the changing environment of Real Estate Offices the following has been approved by the Greater Denton Wise County Association of REALTORS as policy pertaining to "Licensed Assistants."

It is understood that only those licensed members meeting the requirements below can apply for this waiver. GDWCAR will be absorbing the costs for MLS fees, since these members will not qualify under the current NTREIS MLS Waiver agreement. Therefore, the member's status will be reviewed regularly to ensure compliance. If at any time the status of the member granted this **GDWCAR MLS WAIVER OF FEES FOR LICENSED ASSISTANTS** changes, the waiver will become immediately void, and all fees will be assessed to said member and Broker for the quarter and possibly for additional quarters if it is proven the member was in violation.

A "**GDWCAR MLS WAIVER OF FEES FOR LICENSED ASSISTANTS**" shall be granted through GDWCAR only upon completion, verification and approval of the following information. It is further understood that this waiver expires on **December 31**, annually and it is the responsibility of the team and/or office to request appropriate waivers prior to **December 1st** annually in order to prevent automatic billing of waived members.

Complete only one section. One form per person.

SECTION I - LICENSED ASSISTANT FOR A TEAM

I, _____, with a Texas Real Estate License number of _____, who is a GDWCAR REALTOR® Member in good standing, and performing duties as a licensed assistant, for a team of 5 or more REALTORS® who are currently GDWCAR REALTOR® members in good standing and who **ALL** also subscribe and pay for MLS service by and through GDWCAR. I do not sell, show, list or in any way perform duties that require me to have MLS services or privileges other than to complete the industry standard paperwork and office duties for the team in which I am an employee, and I do not receive commissions of any type on the transactions incurred by the team.

The REALTOR® members I assist are as follows:

- | | | |
|----|-------|-----------------|
| 1. | _____ | License # _____ |
| 2. | _____ | License # _____ |
| 3. | _____ | License # _____ |
| 4. | _____ | License # _____ |
| 5. | _____ | License # _____ |

TEAM NAME ON FILE WITH TREC: _____

Signature: _____ Date: _____

Team Manager Signature: _____ Date: _____

Office Broker Signature: _____ Date: _____

SECTION II - LICENSED ASSISTANT FOR A REAL ESTATE OFFICE

I, _____, with a Texas Real Estate License number of _____, who is a GDWCAR REALTOR® Member in good standing, who is performing duties as a licensed assistant for a real estate office of 50 or more GDWCAR REALTOR® members, in good standing and who **ALL** also subscribe and pay for MLS service by and through GDWCAR. I do not sell, show, list or in any way perform duties that require me to have MLS services or privileges other than to complete industry standard paperwork, and office duties for the office in which I am an employee, and I do not receive commissions of any type on the transactions incurred by the team.

Please submit a list, on a separate sheet, of the Fifty (50) GDWCAR REALTOR® members in good standing who are also MLS subscribers by and through the GDWCAR MLS system.

Signature: _____ Date: _____

Office Broker Signature: _____ Date: _____

GDWCAR MLS COMPLAINT FORM

Greater Denton Wise County Association of REALTORS®
3805 W. University Drive
Denton, TX 76207
940.387.8212

GDWCAR MLS RULES & REGULATIONS

SECTION 36. Complaint Filing Process. Each complaint alleging a violation of the Rules must (a) be in writing; (b) identify the complaining party; and (c) be submitted to the MLS provider from whom the complaint is filed against, either obtains MLS service or holds membership. If an alleged violation of the Rules is brought to the attention of the MLS staff of an MLS Provider, then the MLS staff may investigate such alleged violation. If in the opinion of the MLS staff, it appears that an alleged violation may have occurred, said MLS staff shall submit a written report to the MLS Committee of such MLS Provider for consideration.

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All complaints of unethical conduct shall be referred to The Texas Association of REALTORS®, who handles all Grievance complaints for GDWCAR. It will be the sole responsibility of the Complainant to submit the Grievance to The Texas Association of REALTORS® who will process it in accordance with their Professional Standards Procedures

Complainant(s) Name and License Number: _____

Respondent's Name and License Number: _____

Respondent's Broker Name and License Number: _____

Date of Alleged Violation: _____ MLS#: _____

MLS Property Address: _____

MLS Rule/Section# allegedly in Violation: _____

Alleged Violation (please give a detailed description of the alleged violation. If more space is needed, use a separate sheet of paper.)

Please provide any and all documentation along with this form, to the MLS Staff. The documentation should include, but is not limited to: MLS listing reports, emails or written documentation that may help MLS staff confirm that a violation has occurred.

I have attached documentation: YES _____ NO _____ Number of pages attached: _____

Has this violation been submitted to any Association as a Code of Ethics Complaint? YES _____ NO _____

If yes, please provide association name: _____

*This Complaint is true and accurate to the best of my knowledge and belief. I hereby submit this complaint for review by the GDWCAR MLS Committee, at which time they will determine if a violation occurred and who will assess fines and penalties according to the **RULES AND REGULATIONS FOR THE MULTIPLE LISTING SERVICES OF GREATER DENTON WISE COUNTY ASSOCIATION OF REALTORS®, INC.***

SIGNATURE: _____

DATE: _____ **EMAIL:** _____

The filing of a false complaint with GDWCAR is a violation of the Standards of Conduct and shall be referred to the Texas Association of REALTORS.

MLS STAFF USE ONLY

Date Received: _____ Date Submitted to MLS Committee: _____

Date of MLS Committee Minutes with Resolution: _____

MLS Committee Resolution: _____

Notification to Parties of Result: _____

Staff Member Overseeing Complaint: _____

Legal Counsel Review Date: _____