

**MLS Policy's and Guidelines SET BY THE  
SAN CARLOS MEXICO ASSOCIATION OF REALTORS (SCMAR) MLS COMMITTEE  
IN ADDITION TO THE SAN CARLOS LISTINGS A.C. (SCMAR) RULES AND  
REGULATIONS & CODE OF ETHICS & AMPI Code of Ethics**

## **MLS Statement of Purpose**

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

### **PARTICIPATION POLICIES**

The MLS System is operated under the supervision of the San Carlos Listings A.C., MLS Committee in accordance with the Bylaws of the San Carlos Listings A.C. Association, here referred to as San Carlos Mexico Association of REALTORS®, SCMAR and MLS members. A member of the San Carlos Mexico Association of REALTORS® (SCMAR) may participate in MLS upon completion of SCMAR requirements and payment of prescribed fees.

**Control of Commission Rates or Fees Charged by Participants:** The Multiple Listing Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the Multiple Listing Service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and nonparticipants, *AMPI code of ethics Seccion 2, Article 11*. Compensation Specified shall be specified on each listing, the compensation offered to other Multiple Listing Service Participants for their services in the sale of such listing including the reference of IVA included.

In filing a property with the San Carlos Listings A.C., San Carlos Mexico Association of REALTORS® (SCMAR), the Participant of the Service is making blanket unilateral offers of compensation to the other MLS Participants, and shall be bound by the Profeco listing agreement, and all compensation being offered to the other MLS Participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell. The listing broker retains the right to determine the amount of compensation offered to other Participants (acting as sub agents, buyer agents, or in other agency or non agency capacities defined by law) which may be the same or different.

This shall not preclude the listing broker from offering any MLS Participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of his producing an offer to purchase, and

provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the Service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount.

The MLS Committee will assess any Broker/Agent who allows another agent to list property for a non-member licensee \$50.00 US Dollars for the 1<sup>st</sup> offense to be paid within 10 days or all listings will be suspended until paid. \$100.00 will be assessed for the 2<sup>nd</sup> offense to be paid within 5 days or the broker/agent MLS Membership will be suspended until paid and all offenses corrected. Continued offenses will be subject to arbitration with board for review of termination of membership. Any licensee/Broker who uses the San Carlos MLS Service should pay all applicable fees and all agents in Broker office is required to join and be current Guaymas~San Carlos MLS/ AMPI members.

**RECURRING PARTICIPATION FEE:** The participation fee of each Participant (the Principle Broker - Designated REALTOR®) sales associate and Broker who has access to and use of the Multiple Listing Service. Payments will be an annual fee and will be prorated for agents joining mid-year. Fee's are determined by a vote by all members of association and passed by a % of members.

**USE OF THE MULTIPLE LISTING SERVICE:** ALL Agents have to be Members of the National AMPI (AMPI) and also be a Member of the local Seccion Guaymas~San Carlos Chapter of AMPI, San Carlos Listings A.C. , or approved of local chapter.

If a licensee brings listings to the Participant or shows/co-shows or sells/co-sells properties published by the Multiple Listing Service, this constitutes use of the Multiple Listing Service.

All Infractions of the following policies will be assessed \$50.00 for each violation per listing and \$100.00 fine for 2nd offense. Continued violations or non compliance could result in suspension of services or termination of membership.

Member may request to appeal any fines assessed to the Grievance committee of the Guaymas ~ San Carlos MLS/AMPI Chapter and to be brought to the board for final decision.

All Listings are subject to the Rules and Regulations of the Service: Any listing taken on a contract by and member agency with the Multiple Listing Service is subject to the rules and regulations of the Service upon signature of the seller(s).

## **Section 1) Listings:**

**Section 1.1) Listings:** Listings of properties, which are listed subject to a real estate broker's license must be located within the jurisdiction of the Municipal of Guaymas Sonora, Mexico. All properties placed in MLS shall be an Exclusive Right To Sell or Exclusive Agency. Net Listings, open listings and Net listings are not acceptable, *AMPI code of ethics Seccion 2 Article 11*. All properties inputted in MLS must have a signed listing agreement in Brokers of records files for any random audits by the board. The MLS board reserves the right by request of President or Grievance Committee chair a copy of the full listing printout for review at any time.

**Section 1.2) Exempted Listings:** If the seller refuses to permit the listing to be disseminated by the Service, the Participant may upon explaining the benefits of MLS to the

seller take the listing ("office exclusive") in which case a non-MLS addendum shall be filed in the Brokers office files but not disseminated to the Participants. As a provision of the rules and regulations the MLS Committee or staff may request a copy of the listing agreement requesting that the listing be excluded from the MLS at any time.

**Section 1.3)** Listings required to be entered into the MLS service within (72) hours of receipt of a fully executed listing agreement signed by ALL parties.

**Section 1.4) Co-listings:** need both agents information on the MLS. No co-listings are allowed with different agencies.

**Section 1.5) Tour:** All homes on tour must be MLS exclusive listings and imputed in the system before tour submittal and subject to Tour rules.

**Section 1.6) Trust/Fidecomiso/Escritura:** Copy of all legal documents need to be in listing file within 72 hours of listing agreement, per *AMPI code of ethics Seccion 1, Article 8.*

## **Section 2) Inputting**

**Section 2.1) Types of Properties:** The types of properties that are required to be published through the MLS Service, including types described in the preceding paragraph that are required to be filed with the Service are : residential single family homes, condominiums and town homes, multi family, residential lots/acreage, commercial Improved ,commercial land, Rural acreage & Farm & Ranch. Condominium Town-homes are to be listed under Condo. Any condo/Town home property listed under both Single family and Condominium Property, will be removed from Single family listing and Broker/Agent will be fined, \$ 100.00 per listing. Lots can only be placed in Lots section, Lots cannot be in Single family home section for speculation to build or home package, Listing will be removed from Single family listing and Broker/Agent will be fined, \$50.00 for first offense per listing and \$100.000 for second offense per listing.

**Section 2.2)** Listings are to be listed in the Areas and Sub-areas in the MLS system, referenced by legal description of property. A fine will be imposed to the Broker/Agent for any listing that is listed in the wrong area or more than one area, *per AMPI code of Ethics, Seccion 1 Article 4 & 7*

**Section 2.3)** Policy on agent moving company listings or sales: Any listings or sales closed prior to the move will remain with the Listing Company. Unless special instructions by Broker of listing office.

**Section 2.4)** There may not be any reference to commission splits in the Agent Instructions, public remarks, or directions you must remove this reference immediately. This also includes any listings with "in-house" codes for commission splits. References to any of the above would be in Realtor remarks only.

**Section 2.5)** All known required fields and Features on Sales Agency Listing Contract must be completed with the correct information, no misleading or misrepresentation of the property information will be fined. *AMPI code of ethics Seccion 1 Article 4 & 7*

Examples: Putting the # of Bedrooms in the BR field different from the Septic System allowance, wrong subdivisions, stating the property is Ocean Front when it is only Ocean view. Broker/Agent will be fined for violation if not removed after notice given.

**Section 2.6)** Accurate information shall be in the information relative to the promotion of the property and shall not include listing office/agent promotion. Therefore; all phone numbers, web addresses, and email addresses are not permitted except in the field designed for contact

information or in agent remarks. The MLS Staff reserves the right to remove any reference to contact information from the listing other than the MLS data fields and will also assess the fine to Board to review.

Section 1 article 4

## **Section 3) Property Photos**

**Section 3.1)** Minimum of one photo shall be submitted to the MLS for each property as a required field. Photos and/or renderings are required on all Property Type listings with the exception of Lots and Acreage within 3 days of entering the listing in the MLS System. The primary photo submitted to the MLS shall be an exterior photo of the residence or business. All photos should pertain strictly to the subject property.

**Section 3.2)** Any listings with the exception of Lots & Acreage that do not have at least the photo of the exterior of the property within 3 days of input into the MLS, will be placed in a suspended status until a photo is entered. A Suspended status means the listing will not be in the MLS System. Once a photo is entered, the listing will resume normal activity.

**Section 3.3)** No pictures should have the company for sale sign in the property photos.

## **Section 4) CHANGES**

**Section 4.1) Change of Status of Listing:** Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the Broker within forty-eight (48) hours (excepting weekends, holidays, and postal holidays) after the authorized change is received by the listing broker. The status of a listing cannot be changed for the exclusive purpose of re-listing the property as new. The terms and conditions of the agreement must have changed requiring a new listing agreement in order to re-list the property as a new listing.

**4.2) Withdrawal of Listing Prior to Expiration:** Listings of property may be withdrawn from the Multiple Listing Service by the listing broker before the expiration date of the listing agreement. This would indicate that the property is not being shown, however, a legal listing agreement still exists.

**4.3) Expired/Cancelled** Sellers do not have the unilateral right to require an MLS to withdraw a listing without the broker's concurrence. However, when a seller (s) can document that his exclusive relationship with the listing broker has been terminated, the Broker or the Multiple Listing Service may remove the listing at the request of the seller. In such event the listing will be reported as expired/cancelled indicating that a legal listing agreement no longer exists.

**4.4) Contingencies Applicable to Listings:** Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants in Realtor remarks, per inspection, financing etc....

**4.5) Expiration of Listings:** Listings filed with the Broker/Agent will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the Broker/agent receives notice that the listing has been extended or renewed.

If notice of renewal or extension is received after the listing has been removed from the

compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s).

**4.6) Termination Date on Listings:** Listings filed with the Service shall bear a definite and final termination date and or as negotiated between the listing broker and the seller

**4.7) Status changes:** Final closing of sales, shall be changed in the MLS system by the listing agent/broker within 2 days hours after they have occurred.

**4.8) Real Value:** In the event that a property is sold with a detachable personal property ie this needs to be noted in remarks in sold status for real value consideration and comparisons.

**4.9) Jurisdiction:** Only listings of the designated types of property located within the jurisdiction of the Municipal of Guaymas are required to be submitted to the Service. Once listing is submitted it is subject to all MLS Rules and Regulations.

**4.10) DATA Fields:** All mandatory data fields must be reported when a change to sold is reported. This data includes sales price. There is no non-disclosure of sales price or misrepresentation of sales price. All Sales price is the actual sales price not the registered value price of property. Non disclosure or misrepresentation of sales price is a fine able offense and will carry a sanction of \$1,000 to the agent. In the event that the agent does not pay the fine, the agent will be suspended from the service for a period of 30 days and the Broker will be assessed a \$1,000 fine. In the event the Broker does not pay the fine the Broker will be suspended from the service for 30 days. Note: when the Broker is suspended the entire office/company is suspended.

## **Section 5) Enforcement of Rules or Disputes**

**Section 5.1) Consideration of Alleged Violations:** The Committee shall give consideration to all written complaints having to do with violations of the rules and regulations, and will give to board to review.

**Section 5.2) Violations of Rules and Regulations:** If the alleged offense is a violation of the rules and regulations of the Service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the Multiple Listing Service Committee to direct the imposition of sanction, provided the recipient of such sanction has had the right to request a hearing before the Professional Standards Committee of the Board in accordance with the bylaws and rules and regulations of the Board of REALTORS® SCMAR within twenty (20) days following receipt of the Committee's decision.

**Section 5.3) SPECIFIC VIOLATIONS:** Specific violations include, but are not limited to: a) late submission of listing - Listing must be input into the system within 72 hours of commencement of fully executed listing agreement. b) Late reporting of changes in status - Changes are to be made within 2 days as defined in **Section 4.7**

**Section 5.4) MLS Submission:** Incorrect/incomplete information - All listings must contain correct and complete information in the required fields. A minimum \$50 for a 1st offense with a minimum of \$100.00 for subsequent offenses is the established guideline. Notification of errors of listings verified by the "listing checker program" will be sent via email. Fines will be assessed after failure to correct the error after the 3rd notification to Broker/Agent/Mgr.

**Section 5.5) Confidentiality of MLS Information** Confidentiality of MLS Information: Any information provided by the Multiple Listing Service to the Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed by an appropriate state regulatory agency to engage in the analysis of real property.

**Section 5-6) MLS Not Responsible for Accuracy of Information:** The information published and disseminated by the Service is communicated verbatim, without change by the Service, as filed with the Service by the Participant. The Service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

## **Section 6) VIOLATIONS**

**Section 6.1) Listings of Suspended Participants:** When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board bylaws, MLS bylaws, MLS rules and regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended Participant shall, be moved to Brokers account in the Service until sold, withdrawn or expired. If a Participant has been suspended from the Board or MLS (or both) for failure to pay appropriate dues, fees, or charges, The Board MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant/Broker should be advised, in writing, of the intended removal so that the suspended Participant may advise his clients.

**Section 6.2) Listings of Expelled Participants:** When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS shall, be retained in the Brokers account until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Board or MLS (or both) for failure to pay appropriate dues, fees, or charges, a Board MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise his clients.

## **Section 7) Ownership of MLS data**

**Section 7.1)** By the act of submitting any property listing content to the MLS, the Participant represents that he has been authorized to grant and also thereby does grant authority for the MLS, to include the property listing content in the MLS system and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information and other information related to listed property. Participant agrees to indemnify and hold the Guaymas ~ San Carlos MLS/AMPI Board of REALTORS® and its affiliates harmless from any claim brought against Guaymas ~ San Carlos MLS/AMPI Board of REALTORS® SCMAR arising out of Guaymas ~ San Carlos MLS/AMPI Board of REALTORS® SCMAR use, reproduction, display, or distribution of such information.

## **Section 8) Changes in Rules and Regulations:**

**Section 9.1)** Amendments to the rules and regulations of the Service shall be by a majority vote of the Members of the Multiple Listing Service Committee, subject to approval by the Board of Directors of the Guaymas ~ San Carlos Board of REALTORS® SCMAR.

**Section 9) Orientation:** Any applicant for MLS Participation and any licensee affiliated with an MLS Participant who has access to and use of MLS-generated information may receive a training program of no more than 1 (1 hr) classroom hours or be given the webinar training material devoted to computer training related to MLS information entry and retrieval and the operation of the MLS , by a SCMAR MLS committee member or SCMAR Education committee member.