



# MLS of Choice

July 9, 2018

## Section 6: Jurisdiction of Association Multiple Listing Services (Policy Statement 7.42)

The ~~jurisdiction service area~~ of multiple listing services owned and operated by associations of REALTORS® is not limited to the jurisdiction of the parent association(s) of REALTORS®. Rather, associations are encouraged to establish multiple listing services that encompass natural market areas and to periodically reexamine such boundaries to ensure that they encompass the relevant market area. While associations are encouraged to work cooperatively to establish market area multiple listing services, the absence of such an agreement shall not preclude any association from establishing and maintaining a multiple listing service whose ~~territory service area~~ exceeds that of the parent association(s) jurisdiction. ~~Where the territory of an MLS exceeds that of the parent association(s), the authority of the MLS to require offices of a participant or a participant's firm to participate in the MLS is limited to offices located within the jurisdiction of the association(s) of REALTORS® that own and operate the MLS or that are parties to a multi-association or regional MLS service agreement. MLSs may not, as a matter of local determination, require that each other offices of a firm's offices located within the jurisdiction of the association(s) that own and operate the MLS or that are parties to a multi-association or regional MLS service agreement to participate in the MLS if any office of that firm participates in that MLS.~~ (Revised 5/02) M

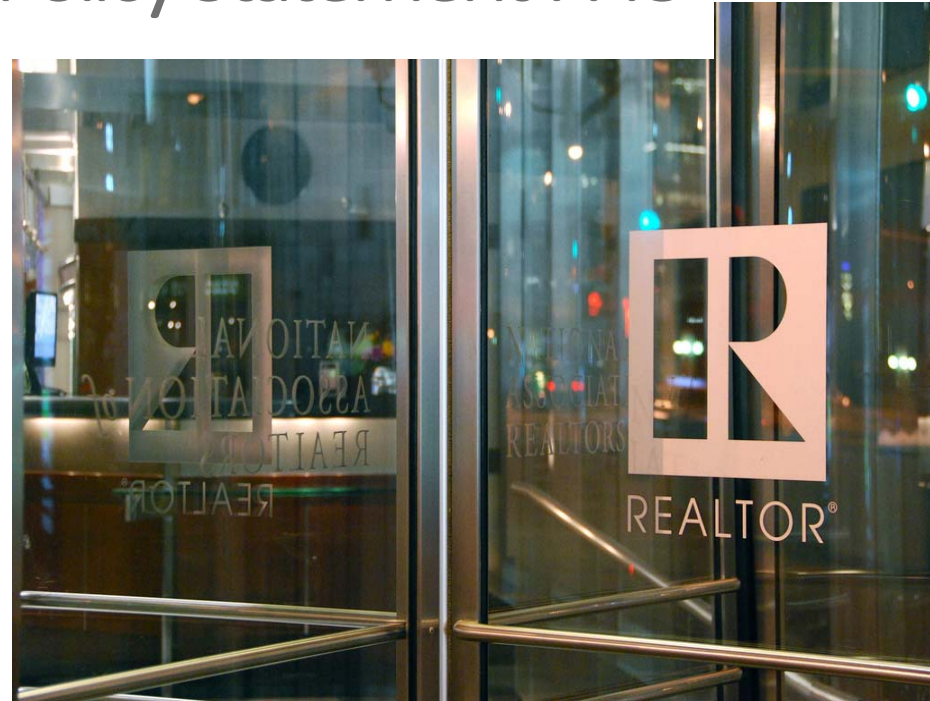
## Policy Statement 7.42





- **Section 1 Waivers of MLS Fees, Dues, and Charges (Policy Statement 7.43)**
- *Recurring MLS fees, dues, and charges may be based upon the total number of real estate brokers, sales licensees, and licensed or certified real estate appraisers affiliated with or employed by an MLS participant ~~when related to the operation of a computerized MLS system that provides information and services in addition to the compilation of current listing information.~~*
- ~~*However, an MLS participant may not be assessed any charges or subscription fees for printed MLS sheets/cards/books with respect to any individual who is engaged solely and exclusively in a specialty of the real estate business separate and apart from listing, selling, leasing, or appraising the type of properties which are required to be filed with the MLS.*~~
- *However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS where the principal broker participates. MLSs may, at their discretion, require waiver recipients and their participants to sign a certification for nonuse of its MLS services, which can include penalties and termination of the waiver if violated.*

## Policy Statement 7.43





## What does this mean?

Effective July 1, 2018, that MLSs be prohibited from requiring participation by all offices of a real estate firm within the shareholder association(s) jurisdiction and that MLSs be required to provide a no-cost waiver option of MLS fees, dues and charges for licensees affiliated with an MLS Participant who can demonstrate their subscription to another MLS. Further, that references to MLS “jurisdiction” or “territory” be changed to “service area” to reflect the true nature of the location, and help eliminate confusion over the jurisdiction of shareholder association(s).



To empower REALTOR MLSs, brokers and agents with a modern service structure that recognizes evolving business needs in the real estate industry, provides flexibility in light of emerging technology and workplace trends.

National Association of REALTORS® Guiding Principle

## Eligibility for MLS Waiver

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The Licensee must maintain an active subscription to a different MLS where their broker is also a participant.

The Licensee must provide a letter of good standing to the Pensacola Association of REALTORS® from the MLS in which they are an active subscriber.

The Licensee must renew the MLS waiver every year by April 1<sup>st</sup>.

Agents are only eligible for a waiver within an MLS where the broker is also a participant.

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## 2 Types of MLS Waivers

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### District 9 Waiver

- District 9 consists of the following Associations/MLSs
- Pensacola Association of REALTORS®
- Navarre Area Association of REALTORS®
- Emerald Coast Association of REALTORS®
- Central Panhandle Association of REALTORS®
- Association of Franklin & Gulf Counties

### Outside District 9 Waiver

Any Association/MLS outside of the District 9 boundaries.

# Conditions of MLS Waiver

## District 9 Waiver

- Licensee will have access to the PAR Paragon system as a data share member.
- Licensee will have access to the PAR Supra lockboxes.
- Licensee can pay a flat fee to place their listing into the PAR Paragon MLS as a reciprocal listing.
- Licensee cannot make use of any data feed from the PAR MLS
- Licensee cannot make use of the PAR MLS data on an IDX or VOW website.
- Licensee cannot make use of the PAR MLS data in an automated valuation product or tool in any product or service identified as coming from the PAR MLS.

## Outside District 9 Waiver

- Licensee will have NO access to the PAR Paragon system.
- Licensee will have NO access to the PAR Supra lockboxes.
- Licensee cannot enter a reciprocal listing.
- Licensee cannot make use of any data feed from the PAR MLS.
- Licensee cannot make use of the PAR MLS data on an IDX or VOW website.
- Licensee cannot make use of the PAR MLS data in an automated valuation product or tool in any product or service identified as coming from the PAR MLS.



# Violations of the MLS Waiver

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## District 9 Waiver

- Broker or another agent entering a listing into the PAR MLS on behalf of the licensee who signed an MLS Waiver.
- Licensee accessing/utilizing PAR MLS data feed in any way.

## Outside District 9 Waiver

- Broker or another agent entering a listing into the PAR MLS on behalf of the licensee who signed an MLS Waiver.
- Licensee obtaining access to a PAR MLS lockbox (borrowing a key).
- Licensee accessing/utilizing PAR MLS data feed in any way.

## Fines, Penalties and Revocation of MLS Waiver

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If the licensee is found in violation of the conditions of the waiver the participant (broker) will be billed:

- \$1,500 fine.
- MLS subscriber fees back dated from the time the licensee signed the MLS waiver.

Licensee immediately becomes a subscriber and has to remain a subscriber for six months until they can become eligible to sign another MLS waiver.

## Repeated Violations of MLS Waiver

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A pattern of repeated violations of this policy exist when a participant allows any combination of three or more violations of Section 6.2.1(b) or Section 6.2.2(b), whether the participant is aware of the violations and whether committed by one fee-waived licensee or more; or when a subscriber commits three or more violations of Section 6.2.1(b) or Section 6.2.2(b).

MLS may suspend all fee waivers for the participant or subscriber (or both) for a period of up to three years.

Suspension follows the participant or subscriber if they change offices.

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# Membership Options for District 9

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## Association Membership

- Primary Association Membership
- Secondary Association Membership
  
- MLS membership is generally associated with an Association membership.

## MLS Membership

- MLS Membership with Association Membership
  
- MLS Only Membership

Please be aware that if you are a primary Association Member with PAR you can join a district 9 MLS as a MLS member ONLY without a requirement of joining that MLSs Association as either a primary or secondary member.



Questions?



# FREC Team or Group Advertising

Change to the “Team or Group Advertising” rule was approved on 6/18/18 and the effective date when all members must be in compliance is July 1, 2019

- “Team or group advertising” shall mean a name or logo used by one or more real estate licensees who represent themselves to the public as a team or group. The team or group must perform licensed activities under the supervision of the same broker or brokerage.
- Each team or group shall file with the broker a designated licensee to be responsible for ensuring that the advertising is in compliance with chapter 475, Florida Statutes, and division 61J2, Florida Administrative Code
- At least once monthly, the registered broker must maintain a current written record of each team’s or group’s members.

# FREC Team or Group Advertising

- Real estate team or group names may include the word “team” or “group” as part of the name. Real estate team or group names shall not include the following words:

Agency	Associates	Brokerage	Brokers
Company	Corporation	Corp.	Inc.
LLC	LP, LLP	Partnership	Properties
Property	Real Estate	Realty	

Or similar words suggesting the team or group is a separate real estate brokerage or company. This rule applies to all advertising.

# FREC Team or Group Advertising

- Advertisements containing the team or group name shall not appear in larger print than the name or logo of the registered brokerage. All advertising must be in a manner in which reasonable persons would know they are dealing with a team or group.
- All advertisements must comply with these requirements no later than July 1, 2019.
- Nothing in this rule shall relieve the broker of their legal obligations under chapter 475, Florida Statutes, and division 61J2, Florida Administrative Code.





# Thank You for your participation

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