

OJAI VALLEY BOARD OF REALTORS® MLS POLICIES

REVISED: 2024

Section 1 – General MLS Policies

- (a) MLS Participants, subscribers, and other real estate brokers, other real estate agents, and sellers are prohibited from (a) making offers of compensation on the MLS to cooperating brokers or other buyer representatives (either directly or through buyers); or (b) disclosing on the MLS listing broker compensation or total brokerage compensation (i.e., the combined compensation to both listing brokers and cooperating brokers).
- (b) It is required that all MLS Participants working with a buyer enter into a written agreement before the buyer tours any home with the following: (1) to the extent that such a Participant will receive compensation from any source, the agreement must specify and conspicuously disclose the amount or rate of compensation it will receive or how this amount will be determined; (2) the amount of compensation reflected must be objectively ascertainable and may not be open-ended (e.g., “buyer broker compensation shall be whatever amount the seller is offering to the buyer”); and (3) such a Participant may not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer.
- (c) It is prohibited that Participants, subscribers, and other real estate brokers and agents accessing the multiple listing service from representing to a client or customer that their brokerage services are free or available at no cost to their clients, unless they will receive no financial compensation from any source for those services.
- (d) It is required that MLS Participants acting for sellers to conspicuously disclose to sellers and obtain seller approval for any payment or offer of payment that the listing broker or seller will make to another broker, agent, or other representative (e.g., a real estate attorney) acting for buyers; and such disclosure must be in writing, provided in advance of any payment or agreement to pay to another broker acting for buyers, and specify the amount or rate of any such payment;
- (e) It is required that MLS Participants to disclose to prospective sellers and buyers inconspicuous language that broker commissions are not set by law and are fully negotiable (1) in their listing agreement if it is not a government-specified form, (2) in their agreement with buyers if it is not a government-specified form, and (3) in pre-closing disclosure documents if there are any and they are not government-specified forms. If the listing agreement, buyer representation agreement, or pre-closing disclosure documents are a government form, then

MLS participants must include a disclosure with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable.

- (f) To the extent that the multiple listing services publishes form listing agreements, buyer representation agreements, or pre-closing disclosure documents for use by REALTORS®, participants, and/or subscribers, ensure that those forms include language disclosing to prospective sellers and buyers in conspicuous language that broker commissions are not set by law and are fully negotiable.
- (g) It is required that MLS Participants and subscribers must not filter out or restrict MLS listings communicated to their customers or clients based on the existence or level of compensation offered to the broker assisting the buyer.
- (h) agree not to create, facilitate, or support any non-MLS mechanism (including by providing listing information to an internet aggregators' website for such purpose) for listing brokers or sellers to make offers of compensation to buyer brokers or other buyer representatives (either directly or through buyers), however, this provision is not violated by (a) a REALTOR® MLS providing data or data feeds to a REALTOR®, REALTOR® MLS participant, or third party unless the REALTOR® MLS knows those data or data feeds are being used directly or indirectly to establish or maintain a platform for offers of compensation from multiple brokers (i.e., the REALTOR® MLS cannot intentionally circumvent this requirement); or (b) a REALTOR® or REALTOR® MLS Participant displaying both (1) data or data feeds from an MLS and (2) offers of compensation to buyer brokers or other buyer representatives but only on listings from their own brokerage;

Section 2 – Caravan Policies

- (a) Caravan listings may be placed on caravan by the agent or the Board office staff. All listings on caravan must be open either by agent/representative or lockbox between the hours of 9:30am – 12:00pm, each Friday.
- (b) To have a property shown on caravan, the listing must be active in the MLS.
- (c) All re-caravan listings are to be noted as such on the caravan list. Fine of \$50.
- (d) There is no cutoff time to place a listing on caravan. MLS members are responsible for placing listings on proper caravan dates.
- (e) All Caravan drawings noted must be honored by the caravan listing agent.
- (f) Listings in more than one category will be entered only once, per caravan.
- (g) Affiliate members may attend caravan. The Affiliate member may not leave a card or literature in the home(s) on caravan. Affiliates cannot win drawings.

Section 3 – Dues, Fees and Fines

- (a) There shall be a New Membership charge to each new MLS Office to OVBR.

- (b) Dues will be charged bi-annually for current members and prorated monthly for new members.
- (c) Non-Board members wishing to drop MLS should notify the Office. Non-Board members may drop the MLS for a quarter or up to one (1) year, without penalty. This will be considered a Leave of Absence (LOA)
- (d) There will be a bi-annual subscription fee, set by the MLS Committee, and approved by the Board of Directors.
 1. The bi-annually subscription fee shall be payable on the date of the bill.
 2. There shall be a check/card from each agent /subscriber included in the participant's office unless otherwise arranged.
 3. A participant (broker) must pay a mandatory subscription fee to maintain their membership in the MLS.
- (e) A \$50 late fee for all late MLS dues shall be charged after the allotted time to pay.
- (f) After thirty (30) days, 1 late notice will be emailed, and 1 phone call will be placed to pay within 5 days. If no payment is received on the 32nd day, MLS privileges will be revoked until late fee and invoice are paid in full.
- (g) A fee for each listing shall be determined by agent or staff input.
- (h) There shall be no fee for Office Exclusive listings, but a SELM needs to be on file.
- (i) A participant will be billed by any agent who is found using the MLS service and is not a current MLS subscriber. A fine will be charged. See Fees, Fines Citations
- (j) Any agent found using a borrowed key or Sentrilock, or any agent lending a key to another will be charged a fine. See "OVBR Fees, Fines, Citations"
- (k) Listings from "active" directly to "sold" status will incur a fine.
- (l) Any waiving of a fee or fine must be submitted and reviewed by the MLS Committee for determination.

Section 4 – Listings and Change Orders

- (a) All listings must have the seller's signature and change orders must be initialed by the Broker and/or agent.
- (b) All listings must have the Listing Office name w/broker DRE# and Listing Agent DRE# and must be completed according to all required information.
- (c) A picture must be uploaded to the listing within 24 hours of entering MLS.
- (d) "Sold" change orders must have the cooperating office, agent, selling date, selling price and terms of sale.
- (e) Pictures on sold properties are property of the MLS for history, and cannot be removed, with one exception of a written request concerning safety or privacy issues. One photo must remain on the listing. (03/21)
- (f) Any cost incurred by the MLS for listings shall be transferred to the broker.
- (g) The Board personnel shall have the right to make any changes to MLS listings, in accordance with the MLS rules only, and the broker/agent shall be notified.

- (h) The MLS may not accept any change order that requires the owner's signature which has been signed by the agent in lieu of owner's signature unless the change order is accompanied by a letter of consent from the owner for the agent to act in his/her stead.
- (i) All listings and change orders must be signed by the broker except when a broker delegates his/her responsibility and authority as follows; so long as the broker does not relinquish his/her overall responsibility for supervision of the acts of salesperson(s) licensed to him/her:
 1. To any licensed real estate broker who has entered into a written agreement relating to the broker.
 2. To a real estate salesperson licensed to the broker if the salesperson has accumulated at least two (2) years' full-time experience as a salesperson licensee during the immediately preceding five (5) year period and has entered into a written agreement with the broker with respect to the delegation of responsibility.
 3. If the broker chooses to delegate his/her responsibility and authority as above, then the broker shall provide to the MLS a copy of the written agreement.
- (j) "Sold" properties which were not originally listed shall be accepted into the MLS at the established listing fee to the listing participant. This is so they may appear in the cumulative index.
- (k) MLS does not require change orders unless requested by the Executive Officer and/or staff.
- (l) All listings which are transferred from one broker to another are to be cancelled and a new listing must be submitted by the new broker. In this case, the cancelled change order may have the owner(s) signature.
- (m) Cooperating offices have the privilege of submitting "sold" change orders to the MLS in the event a listing which was sold by them was reported incorrectly or if the "sold" change was not reported immediately by the listing office.
- (n) Any case involving the late submission of a listing or status change more than 48 hours after listing, shall be fined.
- (o) Contingent status must be Show or no show, with a release clause, inspection clause, or 3rd party approval clause. Otherwise, status must be pending.
- (p) Agents will be fined for a listing which has changed status from "active" to "sold."
- (q) Listings which are being transferred from one office to another must have an "Office-to-Office" Listing Transfer Contract Addendum and MLS Change Order form filled-out and signed by both broker(s) and seller(s). (*adopted 06/94*)

Section 5 – Lock Boxes and Lock Box Keys

- (a) Affiliate Board members may not have lock box keys.
- (b) Used lock boxes and keys may be bought back by the MLS.
- (c) The MLS shall have Sentrilock Service for our lockbox system
Sentrilock Service will be for all active agents in the Ojai Valley MLS.

- Billing for the Sentrilock Service shall be sent out biannually.
- (d) The price of lock box keys/apps and lock boxes shall be a standard price, and only active MLS/Board members use keys or lockboxes. See “Fees, Fines, Citations”
 - (e) Lock boxes may be leased for the duration of the listing for a fee.
 - (f) Board house key to be used to open leased lockboxes.

Section 6 – Accounts Receivable/Payable

- (a) The MLS shall handle all its income and expenses separately from the Board.

Section 8 – Internet Policies

- (a) Authorized use of website broadcasts shall only include the following:
 1. MLS information
 2. Board bulletins.
 3. Committee or Educational Meetings upcoming
 4. Membership Email to be stated as such.

Section 9 – Complaints to the MLS/Board Staff

- (a) Complaints from REALTORS or the Public will be handled with 1 or more of the following options: (08/12)
 1. MLS violations will be handled within “Fees, Fines, & Citations” Policy.
 2. Complainant will be asked if appropriate broker has been notified of issue.
 3. Ombudsman Committee will be offered, as a resource, to resolve an issue.
 4. The Grievance Committee and Professional Standards Hearing Program will be presented, as an option, to assist with any issue the public or a REALTOR may have.

Section 10 – Harassment Issues Policy

- (a) The Ojai Valley Board of REALTORS expressly prohibits any form of retaliation, including harassment, abuse, threats, intimidation, adverse employment actions, or any other form of retaliation against directors, officers, or employees, who, in good faith, raise violations of policies, laws, inquiries, or investigations of possible violations of the OVBR policies. Anyone who engages in any form of harassment will be subject to discipline, up to and including removal or termination of MLS services. 02/18