



APPLICATION FOR MEMBERSHIP REALTOR®



SAAR | 30 Hightower Place | Florence, AL 35630 | Tel: 256-764-8002 | Fax: 256-764-8094 | www.ShoalsAAR.com

For Office Use Only

NRDS#

MLS AGENT ID #

____ New Licensee ____ Transfer of License ____ Re-Activate ____ Other: ____

For Office Use Only (Payment)

1. TYPE OF MEMBERSHIP

A. ☐ Primary Membership B. ☐ Secondary Membership

2. APPLICANT'S PERSONAL INFORMATION

First Name

Last Name

MI

Suffix

Home Address (Required by NAR)

E-mail Address (Required by NAR)

Home City

Home State

Home Zip

Home Telephone

Home Fax

Mobile

RE License No. (MUST BE INCLUDED)

Languages Spoken

☐ Male

☐ Female

DOB (mm/dd/yyyy)

Sex

Preferred Phone (Required by NAR)

3. APPLICANT'S OFFICE INFORMATION (Must be filled out completely by the applicant.)

Office Name

Office ID No.

Address

Suite #

City

State

Zip

Telephone

Fax

Website

Date you joined your firm:

Date you started in the Real Estate Business?

☐ Home

☐ Office

Preferred Mailing Address (for NAR)

Have you ever held a membership in any other Real Estate Board / Association?

☐ Yes

☐ No

If yes, where? _____

Have you ever been a member of the Shoals Area Association of REALTORS® (SAAR)?

☐ Yes

☐ No

If yes, when? _____

License Types (Check all that apply.)

☐ Real Estate Broker-One (1) State

☐ Real Estate Broker-More than One (1) State

If yes, where? _____ When? _____

☐ Real Estate Salesperson-One (1) State

☐ Real Estate Salesperson-More than One (1) State

Type: _____ When? _____

4. APPLICATION FOR MEMBERSHIP

I _____ hereby apply for REALTOR® membership in the Shoals Area Association of REALTORS® (SAAR), Alabama Association of REALTORS®, and NATIONAL ASSOCIATION OF REALTORS®. I agree as a condition of membership to complete an orientation program, which includes the Code of Ethics within the timeframe set by the Association in its Bylaws and/or policies and to thoroughly familiarize myself with the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, including the duty to arbitrate business disputes in accordance with the Code Of Ethics and Arbitration Manual of the association and the Constitutions, Bylaws and Rules and Regulations of SAAR, the State Association and the NATIONAL ASSOCIATION. I further agree that my act of paying dues shall evidence my initial and continuing commitment to abide by the aforementioned Code of Ethics, Constitutions, Bylaws Rules and Regulations, and duty to arbitrate, all as from time to time amended. I understand that I will be required to complete periodic Code of Ethics training as specified in the association's bylaws as a continued condition of membership. Finally, I consent that and authorize the Association, through its membership committee or otherwise, to invite and receive information and comment about me from any member or other person and I agree that any information and comment furnished to the Association by any member or other person in response to any invitation shall be conclusively deemed to be privileged and not from the basis of any action by me for slander, libel, or defamation of character. Dues and Application fees are non-refundable.

Are there any pending or unresolved complaints against you before any REALTOR® Association? ☐Yes ☐No

Are there any pending or unresolved complaints against you before any state regulatory Agency? ☐Yes ☐No

NOTE: Applicant acknowledges that the association will maintain a membership file of information which may be shared with other boards/associations where applicant subsequently seeks membership. This file shall include: previous applications for membership; all final findings of Code of Ethics violations of other membership duties within the past three (3) years; pending complaints alleging violations of the Code Of Ethics or alleging violations of other membership duties; incomplete or pending disciplinary measures; pending arbitration requests; and information related to unpaid arbitration awards or unpaid financial obligation to the board/association or its MLS.

NOTE: Applicant acknowledges that if accepted as a member and he/she subsequently resigns from the association or otherwise causes membership to terminate with an ethics complaint pending, the Board of Directors may condition renewal of membership upon applicant's certification that he/she will submit to the pending ethics proceeding and will abide by the decision of the hearing panel. If applicant resigns or otherwise causes membership to terminate, the duty to submit to arbitration continues in effect even after membership lapses or is terminated, provided the dispute arose while applicant was a member.

5. ADDENDUM TO APPLICATION FOR MEMBERSHIP

The SAAR ORIENTATION class must be completed within the **timeframe set by the Association in its Bylaws and/or policies** or application for membership will be terminated and an additional reinstatement fee will be assessed.

COMPLETING THE FOLLOWING COURSE IS A REQUIREMENT FOR MEMBERSHIP

☐ CODE OF ETHICS / ORIENTATION

Article V – Qualification and Election

Section 4. New Member Code of Ethics Orientation: Applicants for REALTOR® Membership and provisional REALTOR® Members (where applicable) shall complete an orientation program on the Code of Ethics of not less than two hours and thirty minutes of instructional time. This requirement does not apply to applicants for REALTOR® Membership or provisional members who have completed comparable orientation in another association, provided that REALTOR® Membership has been continuous, or that any break in membership is for one year or less.

Failure to satisfy this requirement by the second time such instruction is offered by the Association from the date of application (or alternatively, the date that provisional membership was granted) will result in denial of the membership application or termination of provisional membership, although the board of directors shall have the authority to extend this deadline, for good cause shown. Any provisional membership will be terminated upon a ten (10) day notice from the Association to the provisional member.

Note One: Orientation programs must meet the learning objectives and minimum criteria established from time to time by the National Association of REALTORS®.

Note Two: Anyone reapplying for membership after failing to satisfy this orientation requirement will be charged a reapplication penalty of \$250.00, and will be charged the application fee of \$250.00

I hereby understand and agree to the following:

1. If I am a new REALTOR®, I must complete the orientation program within the first two (2) times such instruction is offered by the Association. Failure to do so may and likely will result in a termination of my provisional membership, and I will have to pay the reapplication penalty and submit a new application with the application fee totaling \$500.00.
2. If I am a REALTOR® in another association, I may submit proof of completion of comparable orientation in another association.

☐ Applicant Initials

I hereby certify that the foregoing information furnished by me is true and correct, and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, may be grounds for revocation of my membership if granted. I further agree that, if accepted for membership in the Board, I shall pay the fees and dues as from time to time established. NOTE: Payments to the Shoals Area Association of REALTORS® are not tax deductible as charitable contributions. Such payments may, however, be deductible as an ordinary and necessary business expense. No refunds

By signing below I consent that the REALTOR® Associations (local, state, national) and their subsidiaries, if any (e.g., MLS, Foundation) may contact me at the specific address, telephone numbers, fax numbers, email addresses or other means of communication available. This consent applies to changes in contact information that may be provided by me to the Association(s) in the future. This consent recognizes that certain state and federal laws may place limits on communications that I am waiving to receive all communications as part of my membership.

>

Signature

Date

*Contributions to ARPAC are voluntary and are used for political purposes. You may refuse to contribute without reprisal or otherwise affecting your membership rights. Seventy (70) percent of each contribution will be sent to ARPAC for state and local activities. Contributions to National RPAC are charged against your limits under 2 U.S.C 441a. Contributions are not deductible for Federal income tax purposes.



REALTOR® INTERNET ACCESS
AUTHORIZATION FORM

Shoals Area Association of REALTORS®
30 Hightower Place
Florence, AL 35630

(256) 764-8002
(256) 764-8094 FAX

Office Name: _____ Office Phone #: _____

Office Address: _____ Office Fax#: _____

City/State/Zip: _____

Home Address: _____ Home Phone #: _____

City/State/Zip: _____ Cell Phone #: _____

Name to appear in roster: _____

Log in name/agent # as assigned by Association: _____

Password: (must be at least 4 characters) _____ Office #: _____

User email address: _____

Access Level (please check appropriate level)

___ REALTOR® ___ Office Staff/Assistant ___ Appraiser ___ Bank/Mtg. Company

I acknowledge that my password is assigned to me and is unique and highly confidential. I agree that I will keep my password confidential and that I will not share it with, or otherwise disclose it to, any other person, nor will I allow another person to access the MLS using my log in and password.

Signature

Date

Authorized Association Representative

Date

Web site www.searchtheshoals.net



SENTRILOCK SMART CARD LOCKBOX USER AGREEMENT

This Agreement is made between the Multiple Listing Service of the Shoals Area Association of REALTORS® and the following licensee and (if a real estate licensee) the Participant with which the licensee is affiliated:

| | | | |
|--------------------------|----------------------------------|--------------------------------------|--------------|
| _____ Last Name | _____ First Name | _____ MI | |
| _____ | | | |
| _____ Home Address | _____ City | _____ State | _____ Zip |
| _____ | | | |
| _____ Firm/Office ID: | _____ Participant's Firm Name | _____ Home/Cellular Telephone No. | |

Nature of Participation (i.e. real estate, appraisal, home or termite inspection):

RECITALS:

A. The Multiple Listing Service of the Shoals Area Association of REALTORS® owns and provides SentiLock Corporation Electronic Lockboxes to licensees affiliated with Participants in the corporation's multiple listing service, for the purposes of better and more efficient marketing of properties listed with Participants, the convenience of the licensees affiliated with Participants in said service, and to enhance security when showing listed properties to prospective buyers while owners are absent, and the undersigned licensee and Participant have entered into a Electronic Lockbox Agreement with the Multiple Listing Service of the Shoals Area Association of REALTORS® for those purposes. For the convenience of persons who have given permission for the use of the lockbox system, licensed home inspectors who are affiliate members of the Association, termite inspectors who are affiliate members of the association, and licensed real estate appraisers who are affiliate members of the Association or who are affiliated with a Participant may enter into a Electronic Lockbox Agreement and have access to properties in the lockbox system.

B. Participants, or any licensee employed by or affiliated with a Participant, or an eligible appraiser, an eligible termite inspector, or an eligible home inspector who desires to access listed properties by means of the Smart Card, must complete and sign this Agreement. An eligible appraiser, termite inspector, or home inspector who participates, but who would not otherwise be subject to the rules and regulations of the Multiple Listing Service of the Shoals Area Association of REALTORS®, agrees by the execution of this document to be subject to the sanctions provided in said Rules and Regulations for a violation thereof, as well as the specific provisions of this agreement.

The Multiple Listing Service of the Shoals Area Association of REALTORS® delivers the Smart Card on the following terms and conditions:

1. DEFINITIONS.

- a. **ELECTRONIC LOCKBOX.** The Electronic lockbox is a safe that is placed on a listed property for the purpose of accessing the property in the owner's absence.
- b. **SMART CARD.** The Smart Card is the Card issued to Participant or Licensee employed by or affiliated with a Participant for the purpose of accessing Electronic lockboxes. Access may also be made using the bluetooth capability of an Authorized User's smartphone or tablet.
- c. **ACCESS NUMBER.** A four digit personal identification number (PIN) issued to Participant or licensee employed by or affiliated with a Participant which must be used in conjunction with a Smart Card to access a Electronic lockbox.

d. LICENSEE. The term licensee refers to a real estate licensee, a licensed appraiser, a termite inspector and/or a licensed home inspector, as the context suggests.

2. SMART CARD RECEIPT. Participant and Agent acknowledge receipt of a SentiLock Smart Card from the MLS.

3. OWNERSHIP. The Electronic Lockboxes are the property of the Multiple Listing Service of the Shoals Area Association of REALTORS®. You are leasing the Smart Cards and PIN Numbers from SentiLock, and are subject to any contractual obligations mandated by SentiLock to maintain your ability to participate in the Electronic Lockbox System. Participant and Agent acknowledge that the Smart Card shall be the sole property of SentiLock and shall be returned as required by SentiLock or the MLS.

4. CARD EXCHANGE BY SENTRILOCK OR MLS. SentiLock may at its discretion require the MLS to replace the Smart Cards used by the MLS and its Authorized Users with replacement Smart Cards compatible with the system. SentiLock shall make the exchange of Smart Cards at no cost to the MLS unless the exchange is necessary due to Customer negligence.

5. CURRENT UPDATE. Agent acknowledges that the Smart Card has an update and that this code expires at regular intervals determined by the MLS, prohibiting further use of the Smart Card until a new update is obtained from the MLS by placing the Smart Card in an MLS Card Reader or by another authorized method.

6. TERM OF AGREEMENT. The term of this Agreement begins on the date of the execution of this Agreement and ends on the date the Authorized User terminates Membership with the MLS and returns the Smart Card to the MLS.

7. RETURN OF SMART CARD. Participant and Agent agree to return the Smart Card within the earlier of (1) 48 hours of receipt of a request to do so by the MLS or SentiLock or (2) within five working days after occurrence of any of the following events:

- a. Termination of a Participant as a Participant in the MLS.
- b. Termination of Agent's association with the said Participant for any reason.
- c. Failure of the Participant/Agent to perform in accordance with any and/or all terms and conditions herein set forth, including, but not limited to, the provisions for security in paragraph 7 below.
- d. In the event of the death of the Participant/Agent, heirs or personal representatives will surrender the Smart Card to MLS.

8. SECURITY OF SMART CARDS. Participant and Agent acknowledge that it is necessary to maintain security of the Smart Card to prevent its use by unauthorized persons. Consequently, Authorized User agrees:

- a. To keep the Smart Card in Agent's possession or in a safe place at all times.
- b. To not allow his/her personal identification number (PIN) to be attached to the Smart Card or disclose to any third party his/her personal identification number (PIN).
- c. TO NOT LOAN THE SMART CARD TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR TO PERMIT THE SMART CARD TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.
- d. To not duplicate the Smart Card or allow any person to do so.
- e. To not assign, transfer or pledge the rights of the Smart Card.
- f. To notify the MLS within three days of the loss or theft of a Smart Card. The Participant/Agent shall sign and deliver a statement to the MLS with respect to the circumstances surrounding the loss or theft. MLS shall charge for the replacement of Smart Cards either lost or damaged.
- g. To follow all additional security procedures as specified by the MLS.

9. REPLACEMENT SMART CARDS. Replacement Smart Cards will be issued to Agents who:

- a. have complied with this Agreement and the policies and procedures of the MLS with respect to the SentiLock System.
- b. pay a fee and/or deposit specified by the MLS to replace a Smart Card lost, stolen, damaged or defective.

10. APPOINTMENTS REQUIRED. Neither the Participant nor the licensee will use a Smart Card without first making an appointment through the office of the listing Participant or, as allowed by the Rules and Regulations of the MLS, after contact with the owner. An appraiser shall only use the Electronic lockbox System for the purpose of appraising property and only after first making an appointment as provided in the foregoing sentence. A home inspector shall only use the Electronic lockbox System for the purpose of making a home inspection and only after first making an appointment as provided in this paragraph. A termite inspector shall only use the Electronic lockbox System for the purpose of making a termite inspection and only after first making an appointment as provided in this paragraph.

11. REPORTING MISUSE. In order to maintain the integrity of the Electronic Lockbox System the Participant and licensee agrees to report to Multiple Listing Service of the Shoals Area Association of REALTORS® immediately any action which would violate the terms and conditions of this or any other Lockbox Agreement, or any Electronic Lockbox Agreement, including, but not limited to loss, loan, alteration or duplication of any electronic Smart Card.

12. DISCIPLINARY ACTION. Participant and Agent agree to be subject to the disciplinary rules and procedures of the (MLS) Professional Standards Committee for violation of any provision of this Agreement. Discipline may include forfeiture of the Smart Card and the Participant or Agent's right to be issued a Smart Card.

13. INDEMNIFICATION. Participant and Agent agree to indemnify and hold the MLS and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against the MLS resulting from loss, use or misuse of the SentiLock System, including, but not limited to, any and all liabilities, including attorney's fees, incurred by them as a result of damage or injuries to property or persons arising out of entry by any person into any premises by use of the SentiLock System.

14. DEFAULT. Default occurs upon the failure of Participant or licensee to perform any obligation under any of the terms and conditions of this Agreement.

a. RIGHTS AND REMEDIES UPON DEFAULT. Participant and Licensee agree to return any requested items or information concerning the Electronic Lockbox System which may be in the possession of the person who is identified on the first page of this Agreement to the Multiple Listing Service of the Shoals Area Association of REALTORS® immediately upon default. If Participant or licensee fail to return the requested items or information about the Electronic Lockbox System to The Multiple Listing Service of the Shoals Area Association of REALTORS® as provided herein, The Multiple Listing Service of the Shoals Area Association of REALTORS® shall be entitled to an injunction restraining Participant and licensee from utilizing the Electronic Lockbox System for any purpose whatsoever, and requiring the immediate return of all Electronic Lockboxes and information to The Multiple Listing Service of Shoals Area Association of REALTORS®. The right of The Multiple Listing Service of the Shoals Area Association of REALTORS® to an injunction shall be in addition to any other remedies available to The Multiple Listing Service of the Shoals Area Association of REALTORS® under the terms and conditions of this Agreement, at law, or in equity.

b. EXPENSES UPON DEFAULT. Participant or any licensee employed by or affiliated with a Participant shall be responsible for losses, damages or expenses incurred as a result of default. The Multiple Listing Service of the Shoals Area Association of REALTORS® may require that the Participant or licensee pay an amount deemed sufficient, after a hearing, by the board of directors of the Multiple Listing Service of the Shoals Area Association of REALTORS® to help defray the cost of losses, damages and expenses resulting from default.

15. RULES AND REGULATIONS. Operation of the Electronic Lockbox System shall at all times be subject to the Rules and Regulations adopted by The Multiple Listing Service of the Shoals Area Association of REALTORS® as amended from time to time.

16. DISCLOSURE TO CLIENTS. The Listing Participant/Agent shall obtain specific written authorization from the seller before placing a lockbox on the owner's property and before the listing is inputted to the MLS, reflecting that a lockbox has been authorized by seller.

17. PARTICIPANT'S RESPONSIBILITIES:

a. Participant warrants that Participant is both a licensed real estate broker and Participant of the Multiple Listing Service of the Shoals Area Association of REALTORS®.

b. Participant warrants that Agent possesses a real estate license and is in fact associated with Participant in an active effort to sell real estate or is a licensed or certified real estate appraiser affiliated with the MLS Participant.

c. Participant agrees to enforce the terms of the Agreement with respect to any Agent associated with him/her and understands that he/she is not relieved of any responsibility or obligation by the mere fact of such disassociation with Agent.

d. Participant agrees to notify the MLS immediately, in writing, should the Participant or Agent terminate their relationship or should the Agent's license be transferred.

e. Participant agrees to take all responsible means to obtain Agent's Smart Card or cause Agent to return Smart Card to MLS. The Participant will continue to be charged a service fee for the disassociated subscriber until the next billing cycle after the card is returned. If an Agent does not return the Smart Card, Participant agrees to furnish the MLS with copies of written correspondence of all attempts made to obtain said Smart Card.

f. Participant agrees that he/she is jointly and severally liable, together with the Agent, for all duties, responsibilities and undertakings of the Agent under this Agreement and understands that failure to follow the provisions of the SentiLock Smart Card User Agreement may result in the loss of MLS Smart Card privileges and, further, could cause the MLS to recall all Smart Cards issued to the Participant and the Participant's Agents.

18. MISCELLANEOUS.

a. INVALID OR UNENFORCEABLE PROVISION. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

b. ENTIRE AGREEMENT. This Agreement sets forth the entire Agreement between the parties with respect to the use of any part of the Electronic Lockbox System and there are no promises, conditions, agreements, understandings, or representation, oral or written, expressed or implied, between the parties with respect to the use of any part of the Electronic Lockbox System, other than as set forth herein.

c. CONSTRUCTION. This agreement shall be constructed and enforced in accordance with the laws of the State of Alabama.

d. NOTICE. Any notice under the terms of this Agreement shall be in writing, and shall be deemed given when mailed to a party at the address set out in the caption, or when delivered in person.

19. ADDITIONAL CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF ARE PART OF THIS AGREEMENT.

This written contract expresses the entire agreement between Participants, Agents and the MLS with respect to SentiLock Smart Cards. This Agreement supersedes any and all other agreements, either oral or in writing. No other agreement, statement or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding. This Agreement is binding upon the heirs and personal representatives of the Participant or Agent.

Applicant's Signature

Date Signed

Participant's (Broker's) Signature

Date Signed

For the Multiple Listing Service of the
Shoals Area Association of REALTORS®

Date Signed



Dues Proration Chart by Month

For New Members and Reinstated Members who have NOT paid dues in the prior year

| | LOCAL | AAR | | | NAR | | | Application Fee | ARPAC Fair-Share | GRAND TOTAL |
|--|----------|----------|-----------|-----------|----------|------------|-----------|--------------------|---------------------|----------------|
| | | Dues* | Proc. Fee | Total AAR | Dues | Assess Fee | Total NAR | | | |
| January | \$272.00 | \$206.00 | \$100.00 | \$306.00 | \$150.00 | \$35.00 | \$185.00 | \$250.00 | \$35.00 | \$1,048.00 |
| February | \$249.33 | \$188.83 | \$100.00 | \$288.83 | \$137.50 | \$35.00 | \$172.50 | \$250.00 | \$35.00 | \$995.66 |
| March | \$226.67 | \$171.67 | \$100.00 | \$271.67 | \$125.00 | \$35.00 | \$160.00 | \$250.00 | \$35.00 | \$943.34 |
| April | \$204.00 | \$154.50 | \$100.00 | \$254.50 | \$112.50 | \$35.00 | \$147.50 | \$250.00 | \$35.00 | \$891.00 |
| May | \$181.33 | \$137.33 | \$100.00 | \$237.33 | \$100.00 | \$35.00 | \$135.00 | \$250.00 | \$35.00 | \$838.66 |
| June | \$158.67 | \$120.17 | \$100.00 | \$220.17 | \$87.50 | \$35.00 | \$122.50 | \$250.00 | \$35.00 | \$786.34 |
| July | \$136.00 | \$103.00 | \$100.00 | \$203.00 | \$75.00 | \$35.00 | \$110.00 | \$250.00 | \$35.00 | \$734.00 |
| August | \$113.33 | \$85.83 | \$100.00 | \$185.83 | \$62.50 | \$35.00 | \$97.50 | \$250.00 | \$35.00 | \$681.66 |
| September | \$90.67 | \$68.67 | \$100.00 | \$168.67 | \$50.00 | \$35.00 | \$85.00 | \$250.00 | \$35.00 | \$629.34 |
| October | \$68.00 | \$51.50 | \$100.00 | \$151.50 | \$37.50 | \$35.00 | \$72.50 | \$250.00 | \$35.00 | \$577.00 |
| November | \$45.33 | \$34.33 | \$100.00 | \$134.33 | \$25.00 | \$35.00 | \$60.00 | \$250.00 | \$35.00 | \$524.66 |
| December | \$22.66 | \$17.17 | \$100.00 | \$117.17 | \$12.50 | \$35.00 | \$47.50 | \$250.00 | \$35.00 | \$472.33 |
| *Includes \$36 five-year assessment beginning 2017 | | | | | | | | | | |

ARPAC contributions are voluntary.

SHOALS AREA ASSOCIATION OF REALTORS®

MLS VIOLATIONS AND FINES



For failure to abide by MLS Rules and Regulations, the Participant will be assessed in the following manner:

- ✓ Fines are cumulative on a per listing basis.
- ✓ Subsequent violations within a 2 year period are subject to the escalated fines listed herein
- ✓ Fines not paid within 30 days will be subject to additional fees and/or suspension of MLS services

UNAUTHORIZED ACCESS: MISUSE OF MLS INFORMATION

1st Violation: \$1000, 2nd Violation: \$2000, 3rd Violation: MLS Board of Directors review to determine sanction

- ✓ Providing SAAR MLS access to any unauthorized party (any non-SAAR MLS participant), regardless of whether such disclosure is intentional, negligent or inadvertent
- ✓ Filing a false membership application
- ✓ Inputting a listing of a non-SAAR MLS participant into the SAAR MLS
- ✓ Including a licensed agent who is not an active SAAR participant in a listing published in the SAAR MLS
- ✓ Reproducing and distributing unauthorized portions of the SAAR MLS database
- ✓ Unauthorized computer download or transmission of MLS data
- ✓ Use of MLS data for other than the intended/permitted purposes
- ✓ Violating lockbox or electronic key regulations including: providing SentiLock or SentiCard usage/access to any unlicensed individuals (including but not limited to, public, service providers, lenders, etc.). SentiLock service will be terminated, and member will NOT be assigned any form of SentiLock service for duration of SAAR MLS membership.

LOADING AND CHANGING LISTINGS

1st Violation: \$250 or No Fine- if corrected within 2 business days of notification, 2nd Violation: \$500, 3rd Violation: Determined by MLS Review Panel

- ✓ Failure to maintain current, accurate SAAR MLS participant/licensee contact information (address, phone, email, office)
- ✓ Failure to notify the SAAR MLS of termination, transfer, or addition of a licensee under the participant's license within 10 business days
- ✓ Listing not loaded within 3 business days after obtaining seller's signature
- ✓ Listing status changes not reported within 2 business days.
- ✓ Failure to enter accurate information in a required field, including complete owner's name.
- ✓ Failure to provide documentation within 1 business day of a request made by SAAR MLS staff
- ✓ Failure to provide the full gross listing price as listed in the Listing Agreement
- ✓ Failure to report closed sales within 5 business days of occurring

ADVERTISING AND SOCIAL MEDIA

1st Violation: \$250, 2nd Violation: \$500, 3rd Violation: \$1,000 plus MLS Board of Directors Review

- ✓ Advertising a listing filed with the SAAR MLS without written permission (does not apply to IDX or synchronization through SAAR MLS approved providers)
- ✓ Advertising property, through whatever medium, prior to effective date of the listing's agreement. "Coming soon" and "not currently on market" are strictly prohibited. Within one (1) business day of marketing a property to the public, the listing Broker must submit the listing to the MLS for cooperation with other MLS participants. Any advertising prior to submission to the MLS may be subject to audit.

SHOWINGS

1st Violation: \$250, 2nd Violation: \$500, 3rd Violation: \$1000 plus MLS Board of Directors Review

- ✓ Failure to follow relevant SAAR MLS showing protocol
- ✓ Failure to follow SAAR MLS agent showing instructions

DATA INTEGRITY

**1st Violation: \$500, or, potential for no fine- if corrected within 2 business days of notification, 2nd Violation: \$1000,
3rd Violation: Determined by MLS Board of Directors Review**

- ✓ Posting a listing on SAAR MLS without having a signed listing agreement
- ✓ Placing URLs, showing instructions, Open House information, access codes, lockbox combinations, photos, commission/bonus information, or contact information in any publicly visible field
- ✓ No photo- there is a minimum requirement of one photo that conforms to SAAR MLS Rules and Regulations
- ✓ Entering incorrect Selling Agent or Sale Price information (as per concession information) when closing a listing
- ✓ Entry of inaccurate or non-text information (ex. Watermarks, logos) anywhere in a listing
- ✓ Use of any data field for a purpose other than its intended use
- ✓ Use or reuse of any photograph or remarks without proper authorization
- ✓ Inappropriate/inaccurate photos, virtual tours, and videos
- ✓ Photos, Virtual Tours, and Video Images containing text or embedded links
- ✓ Branded Slideshows, Virtual Tours, or Videos. Virtual Tours must contain the letters "SAAR MLS" or be "unbranded" or "non-branded" in the URL
- ✓ Bonus or incentive information entered in any field other than Agent Remarks
- ✓ Failure to disclose Variable/Dual Rate Commission
- ✓ Failure to disclose Brokerage Representation
- ✓ Extending a listing without written authorization from the seller
- ✓ Use of Showing Service remarks other than for intended use
- ✓ Failure to specify on a listing filed with SAAR MLS the compensation being offered to other SAAR MLS participants

MANIPULATION OF SAAR MLS CONTENT

Any willful manipulation of data may be subject to review by SAAR MLS Board of Directors

- ✓ Failure to properly specify or intentional manipulation of listing location information, including but not limited to: property type, city, county, zip, address, MLS area
- ✓ Property history and accurate days on market information
- ✓ Entering any data in a willful manner to subvert or otherwise circumvent the MLS listing data checker

These items and fines are subject to change as directed by the Shoals Area Association of Realtors MLS Board of Directors. Brokers are responsible for all agents/teams and office administration.

Agents are responsible for unlicensed assistants or unauthorized team members who add/edit or otherwise manage listings on their behalf.

In accordance with the National Association of Realtors Standards of Conduct for MLS participants, a penalty not to exceed \$15,000 may be imposed for violations of MLS rules or other MLS governance provisions (04/08)

Updated 7/2019

I have read the above violations and fines and understand the associated penalty for any violations listed above.

Signed: _____ Date: _____

Print Name: _____

Team Registration in SAAR MLS

The following rules have been put in place for groups of SAAR MLS members wishing to operate as a team within the MLS.

- A) *All members of a team must subscribe to the same MLS.*
- B) *All teams must have "team" or "group" in the team name.*
- C) *Team members will not be listed as individual agent producers.*
- D) *All production for each team member will remain with the team.*
- E) *Prior production will remain with the team if the agent leaves the team or office.*
- F) *Teams must enroll with SAAR MLS by signing the appropriate form(s).*

*Team sales cannot be advertised as personal production. SAAR MLS team members are required to submit all listing and sold data to the MLS based on the current MLS platform including subjectivity to audit by SAAR staff. Non-compliance will be addressed in the MLS Violations and Fines Policy and/or as modified by the MLS Board of Directors. Rationale: The Code of Ethics, Standard of Practice 12-7 REALTORS® who participated in the transaction as the listing broker or cooperating broker (selling broker) may claim to have "sold" the property. Note: Unresolved violations will fall under the Code of Ethics and will be handled via Professional Standards.

*** The practice of SAAR members who claim company/team sales production as personal production for sales of which the agent had no direct involvement in the transaction without proper disclosure and categorization, could be determined to be in violation of the REALTOR® Code of Ethics and MLS guidelines for the following:**

- *Misleading to the public by making claim to sales of which the agent has no personal knowledge of the property or interaction with the customer/client.**
- *Creates an unfair advantage over fellow REALTORS® with the incongruent sales comparison of individual agents to multi-agent teams as personal production and subsequently marketing these sales production claims and MLS ranking to the public for personal gain.**
- *Distorts the legitimacy and accuracy of MLS data. Listing agents are to report the true facts of all closed sales to the MLS which include price, terms, and parties to the transaction which include the actual selling agent.**

By filling out this form, I acknowledge that I, as the team leader, take responsibility for my team. We all shall uphold and abide by these rules of MLS production in the SAAR MLS.

Team Name: _____ **Team Leader (print):** _____

Team Leader Signature

Date _____

Office Name: _____ **Broker Signature:** _____

Team Member's Name

Signature

Date _____

[illegible]