

MLS POLICY MANUAL

What is an MLS?

A Multiple Listing Service is a means by which a Participant makes an offer of cooperation and/or compensation to the other Participants and is a facility for the orderly correlation and dissemination of real estate information among the Participants so they may better serve their clients and public.

An MLS is also the formulation of cooperative business rules and quality expectations among Participants and Subscribers.

Who Can Purchase MLS Products and Services?

Participants: The “Principal Broker” of an office. Must be actively engaged in the real estate business, and agree to collect fees, remit payments, and enforce the rules in his/her office. (May be a Resident or Non-Resident Participant, or a member of another REALTOR® association).

Subscribers: Licensees affiliated with the Participant. All licensees in a Participant’s office must be MLS Subscribers.

Affiliate Members of TAAR: Affiliate members of TAAR may become full Participants of MLS information. They may not enter listings in the MLS System. The Principal Affiliate must apply and certify the subscribers who will have access to the MLS data. Each of those receiving data must also be Affiliate Members of TAAR. The Principal Affiliate is responsible for maintaining control over the data access and for remitting appropriate dues and fees in a timely manner.

Personal Assistants: Personal Assistants may be either licensed or unlicensed. In either case, it must be clear in all advertising and professional presentations of their services (business cards, etc.) that they are Personal Assistants and their sponsoring Realtor® member must be named. Personal Assistants may not in any way hold themselves out to be independent contractors, salespeople, or REALTORS®.

Non-MLS Realtors® are welcome to purchase comparables and statistical information at established rates.

Multiple Listing Service (MLS)

The TAAR Northern Michigan MLS is a modern, timely and comprehensive information system featuring an electronic data bank which collects and maintains listing information, and a full range of distributed data including listing catalogues, sold information, and office management reports. The information is available through electronic transmission, handheld computer, and –in some cases- print media.

Participants are billed for MLS service on the 1st of the following month, and are responsible for payment at or before month's end. Unpaid bills result in withholding of materials, computer access and services. On the first day of the succeeding month, a late penalty of \$100 will be charged and service will be discontinued.

All licensees affiliated with a Participant must become subscribers to the MLS, and all listings of the Participant's office must be submitted to the MLS, with the exception of business opportunities, which have no related real estate.

Payment of MLS service fees entitles the Participant to:

1. The right to access the MLS computer data bank (Paragon) with over 20 years of historical data. Unlimited computer access available using your local Internet carrier. Includes online photographs and capability of agent photos, available tax data from townships, mapping, and related information.
2. The right to place listings into the service and receive all MLS information; and to grant and receive the benefits of sub-agency or other forms of compensation and cooperation (unless applying as an Affiliate Participant).
3. The right to receive all MLS materials on a daily basis.
4. Online access to the BS&A Property Tax Database.
5. A Northern Michigan REALTOR® Internet list-serve, where MLS subscribers can exchange information and solicit information from other real estate professionals.
6. Internet exposure for your listings. The following sites are free advertising for REALTOR® members. Brokers may, however, opt out of these services on a voluntary basis by completing the required form.

www.taar.com
www.realtor.com

www.homes.com
www.immobel.com

7. The ability to participate in the Internet Data Exchange Program. The Broker may then place all MLS listings (select information) on the company or individual website, and the Broker's listings will also achieve additional exposure. Individual or company websites may also be populated for a minimal charge with the company listings directly from the MLS (RE/Fresh Data Program). The RE/Fresh Data Program may also be used to build a company's Virtual Office Website. (contact the TAAR office for further information.

The Northern Michigan MLS Rules & Regulations and the MLS Operations Policy Manual are your primary reference guides for operation within the system. These rules are written and periodically reviewed by a Committee of MLS members. Additional questions or requests for clarification should be directed to the Traverse Area Association of REALTORS® office.

The Costs of MLS Membership

- ? A \$500 "one-time" set up fee for each member office
- ? A \$100 "one-time" fee for each additional agent
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- ? A weekly fee of \$13.00 per user, which includes unlimited computer access and online access to property tax information. No listing or photo processing fees.
- ? \$150 Annual Participation fee (per office) which is payable in December of each year.
- ? Not required for access but available (upon request/at no charge) as an optional tool for distributed database is the Paragon Desktop software.
- ? Optional book fees dependant upon which books, if any, each individual member wishes to order.
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The SuperKey program is highly recommended, but not mandatory if the Participating Broker opts out.

SuperKey Activation	75.00
2005 Annual SuperKey	<u>\$135.98 *</u>
	\$210.98

*** The annual Super Key fee is based on the number of users of the system.**

Changes in Membership Status

Designated REALTORS® and Sales Managers are required to provide notice to the Association and MLS of any changes to a licensee's record; e.g. transfer to another firm or office, or license sent back to the State. The notice must be in writing and signed by the Designated Realtor®. Forms are available at the Association office or online at the TAAR website, www.taar.com.

Leave of Absence

If a subscriber must take a leave of absence due to illness or seasonal travel, the Participant must notify the Association by submitting a Membership Change Form. The Subscriber will be considered as deleted from the MLS, but not from the Association. Any listings in the Subscriber's name need to be reassigned by the Designated REALTOR® to an "active" MLS Subscriber.

When the Subscriber returns to active status, another Membership Change Form must be completed and submitted to TAAR along with a reactivation fee of the MLS weekly fee times the number of weeks of leave, or \$100, whichever is less. (The \$100 reinstatement fee may be waived in cases of extreme hardship.)

The Leave of Absence must be taken within the dues year. If the dues year changes during the leave and the Subscriber has not been reinstated or paid Association dues for the coming year, his/her membership to the Association will be terminated. At that point a subscriber must rejoin as a new member.

MLS Computer System Access

1. Individual Access – Each MLS subscriber pays a weekly fee for MLS services and computer access. Included in this fee is unlimited access from individual terminals or computers.
2. Billing – All bills for system access will be sent to the Participant. Individual agents will not be billed by the Travers Area Association of REALTORS® or the Northern Michigan MLS.
3. Computer Classes – The Traverse Area Association of REALTORS® provides introductory training, as well as advanced Paragon and/or Broker Load classes.
4. The Traverse Area Association of REALTORS® provides a "Walk-In Clinic" every Wednesday morning. This clinic is available to Subscribers with specific questions or needs regarding MLS Access and/or Supra Key access.

Northern Michigan/TAAR MLS Fee Waiver Policy

From time to time, individuals subscribing to MLS services request the suspension of weekly user fees for a variety of reasons. The following statement is meant to summarize the policy position of the MLS Committee regarding these requests.

POSITION: It is the position of the MLS Committee that a suspension of weekly MLS fees is not to be encouraged, and will not be supported in any but cases of extreme hardship, such as a physical health crisis which makes business practice impossible. In such cases, a written request should be addressed to the MLS Committee for consideration at its regular meeting. The recommendation of the Committee will then be forwarded to the Board of Directors for approval.

In all other cases, the REALTOR® is encouraged to drop his/her membership from the MLS for a specific period of time (see Leave of Absence), not to exceed the end of a dues year (June 30th). If a REALTOR® drops a membership and re-joins within the dues year, a \$100 reinstatement fee for MLS services will be charged. However, if the Realtor® is an MLS subscriber but a primary member of another Board, the leave of absence may not extend beyond 90 days.

All requests for changes in membership status should be addressed to the TAAR office in advance of the change, and must be in writing.

What Kind of Listings will the MLS Accept?

All property advertised for sale to the public by a Subscriber to the Multiple Listing Service, using either a sign or logo of a Participant's company, must be entered into the Multiple Listing Service.

The Multiple Listing Service does not accept Open Listings or Net Listings. The Multiple Listing Service shall accept Exclusive Right To Sell Listings and Exclusive Agency Listing Contracts, and may accept other forms of agreement, which make it possible for the listing broker to offer compensation to the other Participants of the MLS.

The Exclusive Right To Sell listing is the conventional form of listing submitted if the seller authorizes the listing broker to appoint subagents or offer other forms of cooperation and/or compensation. The Exclusive Agency listing authorizes the listing broker, as exclusive agent, to offer cooperation or compensation, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. The Exclusive Agency listing must be turned in to the Multiple Listing Service, and disseminated in the same manner as an Exclusive Right To Sell. However, Exclusive Agency listings must be identified with an "Exclusive Agency" designation at the beginning of the "Professional Remarks" section.

Obtaining and Submitting Listings

Forms: The use of Listing Agreements provided the Association office is recommended but not mandatory. Data input forms must be those provided by the MLS.

Multiple Properties: Properties that are to be, or can be sold separately, may be submitted as one listing as long as the individual parcels adjoin each other. When a parcel is sold, a Created Sale should be submitted on a Profile Sheet with factual information of that portion sold along with a Sold Form and a sketch or photo. The original listing needs to be modified to reflect any changes due to the sale.

Timeliness: All listings must be submitted to the Association office, or entered into the MLS through Broker Load, within seventy-two (72) hours after obtaining it, excluding Saturdays, Sundays, and Holidays.

Listing Procedures

1. All listings of the Participant's office must be submitted to the system, with the exception of business opportunities, which have no related real estate.
2. All listing data must be submitted on current MLS data profile sheets, and be accompanied by a photo or a location sketch (copies of plat maps are not acceptable for a sketch due to copyright laws). All property profile sheets must be complete or they will be returned to the listing office and appropriate fees will be charged.
3. All listings must be submitted to the MLS within 72 hours (3 business days), unless excluded by Section 8:4 of the MLS Rules & Regulations. If this deadline cannot be met due to mail delays, a copy of the postmark should accompany the listing, along with an explanatory note. The appropriate fees for a late listing will be charged if no explanation is provided.
4. All photos/sketches are required to be submitted within five (5) business days of obtaining a listing. If a photo/sketch is not received within five (5) business days, there will be a per diem fine as determined by the MLS Committee and approved by the Board of Directors.
5. The Agent name, Broker name, phone number and/or co-list name, web address are information that is allowed in the "Professional Remarks" section, but not in the "Advertising Remarks".
6. A listing when filed in the Multiple Listing Service by a listing member shall be complete in every detail that is readily ascertainable as shown on the listing form.

Any listing submitted that is incomplete or that contains intentionally inaccurate or misleading information shall be returned to the Agent as “unacceptable”. The Agent/Broker has three (3) business days from the time the listing is taken to submit it to the association office in an acceptable format.

7. Each listing filed with the MLS shall specify the amount of compensation (if any) offered to the other MLS Participants for their services (whether as subagent, buyer agent, or other compensation), in the sale or lease of the listed property.

** Please check your listings for accuracy once they are entered into the system. Corrections are made free of charge. Corrections should be forwarded to the TAAR office in writing, by email, or by fax.*

Components of a Complete Listing

A listing, when filed in the Multiple Listing Service by a listing member, shall be complete in every detail that is readily ascertainable as shown on the listing form. All properties submitted by a member office shall be submitted with the appropriate property data sheet and photo or sketch.

Any listing submitted that is incomplete or that contains intentionally inaccurate or misleading information shall be returned to the Agent as “Unacceptable”. The Agent has three (3) business days from the time the listing is taken to submit it to the association office in an acceptable format.

Photos: Because a very important part of our MLS is the ability to process and retrieve photos, it is a requirement that a photograph or a sketch accompany every listing submitted.

All photos/sketches are required to be submitted within five (5) business days of obtaining a listing. If a photo/sketch is not received within five (5) business days, there will be a per diem fine as determined by the MLS Committee and approved by the Board of Directors. The listing agent will be notified by email if the MLS has not received a photo or sketch on the 5th day of the listing. Please make sure that the association has your “correct” email address on file.

Beginning May 1, 2004 a \$4.50 per listing and \$2.50 per photo fee will be charged for all listings and/or pictures entered into the MLS by TAAR staff.

Lots and Vacant Land: All listings of unimproved property shall be accompanied by a tract map or drawing, or if unimproved property is not a subdivision, then such listings must be accompanied by a sketch of the property showing identifying landmarks and roads, and an indication of which direction is North. To qualify a listing in an “Acreage Book here must be at least one acre of land.

Waterfront: To qualify a listing as “Waterfront” there must be legal/deeded waterfront to the property.

New Construction: In all new construction listings, the builder must own the property, and it must specify either (1) “To Be Built”, or (2) “Under Construction”, with an estimated completion date. Upon completion, the REALTOR® must inform the Multiple Listing Service of completed construction status. Sketches or renderings of new construction will accurately reflect the proposed structure.

Contingencies: Any contingency or condition of any term in a listing must be specified and a notice given to the Participants, and recorded on the profile sheet or in the listing publication, both electronic and on hard copy.

Acres: The “Acres” field is a required data field, and must be filled in to the closest approximation of an acre in order for a listing to be complete. If the lot size is less than an acre, and of irregular or unknown proportions, the “less than one acre Y/N” field may be used along with 0.0 in the “Acres” field. Also, it is acceptable to enter a 0.0 in the “Acres” field when listing a condominium.

Approximate Year Built: This is a required field, and must be entered for a listing to be complete. The general purpose of this field is for searching and for comparable information. If you do not know the exact year built, please give an approximation, and note in the professional remarks section that the year built is approximate.

Remarks Section: There are two Remarks Sections. Both are free text. However, the “Professional Remarks” is designed for those comments intended for other professionals, and should contain factual information only, which is not covered in the Features areas. Examples of “Professional Remarks” might be Exceptions to the Listing Agreement and clarifications of other conditions, which could not be explained elsewhere in the text. Contents of the Professional Remarks section will not be made available to the general public.

See also Sections 8:1(g) and 8:1(k), which requires disclosure of an Exclusive Agency listing in the “Professional Remarks” section. Another example would be the existence of a condition to a listing. See Section 8:2 (h). The “Professional Remarks” section should not be used for sales puffing, such as “charming” or “quaint” as these are matters of impression, not facts.

The “Advertising Remarks” Section will be that descriptive prose which will accompany the listing on websites and other media advertising. It is intended for the public.

Follow Up of Listings - Changes

Any change in the listing price or other change in the original Listing Agreement shall be made only when authorized in writing by the owner, and is to be filed with the MLS office within twenty-four (24) hours after notice is received by the listing agent. Saturdays, Sundays and Holidays excluded.

Any listing filed with the Multiple Listing Service is automatically canceled at the expiration thereof unless written notice of extension is filed with the Multiple Listing Service prior to expiration date and duly authorized by the Seller.

A participant may enter a listing as "Back On The Market" up to thirty (30) days after the listing has expired in the MLS, at no charge. After the thirty (30) day window, the listing must be re-submitted and a new profile completed with a new photo/sketch.

No listing after being submitted to the Multiple Listing Service can be withdrawn during the term of the listing contract except by the Listing Office and must be signed by the Broker or Designated Realtor/Office Manager of that office. Written notice of such withdrawal or cancellation must be filed with the Association Office within twenty-four (24) hours of effect.

Follow Up of Listings - Sales

Notice of sales, regardless of contingencies, shall be immediately reported by the listing office to the Multiple Listing Service upon acceptance of buyer and seller, unless otherwise specified by seller. When properties are reported pending, and for some reason the transaction cannot be completed, immediate notice shall be made to the MLS so that participating members are notified that the property is back on the market or expired. There is no fee involved in reactivating a listing from a pending status.

The sub-status of UC-TAKING BACKUP OFFERS has been added under the main category of ACTIVE. This status does not replace a PENDING listing, but it is the goal of the MLS Committee to have agents report a listing that is Under Contract and taking backup offers if a listing is not yet ready to be put into a PENDING status that would take it off the market until closing.

One of the real benefits of an MLS is the fact that through the cooperative efforts of all the subscribers, we are able to maintain a complete and accurate inventory of listings for sale and of sold listings that can be used for the purposes of analysis and pricing. This association activity is invaluable to all professionals, and it is one that no third party information vendor can provide. Our service helps us price and sell property in a professional, timely manner and operate with accuracy and confidence.

You can help in this effort by making sure that your own office procedures assist us in maintaining a viable and accurate database. In addition, encourage other brokers to participate in the timely reporting of sales if you discover lapses in the system. Finally, please remember that complaints can be filed with the MLS Committee and be subject to a grievance procedure.

Sales Concession Definition: A concession is anything of value added to the transaction by the seller, builder, developer, salesperson or any interested party and may include any closing costs that would normally be paid by the buyer or cash given to the buyer to lower non-housing debts.

Simplified definition would be “a dollar amount or equivalent that the Seller gives back to the Buyer at closing.” Examples: Some or all closing costs, depending on the down payment and type of financing involved are considered Seller Concessions. Closing costs sellers may pay include: fees for the loan origination, discount points, credit report, appraisal, title insurance, survey, loan underwriting, tax service, document preparation, deed recording, home inspection and loan assumption. (Allowable closing costs may vary by area or lender limitations)

Sellers are also allowed to pay private mortgage insurance out of the buyer’s “prepaid” costs collected at closing.

Midland breaks down Seller paid items such as ... closing costs, decorating allowances, FHA fees, points, other.

CLOSED SALE FORM (Proposed addition)

MLS #: _____ ADDRESS: _____

Listing Office Code: _____ Listing Office Name: _____

Listing Price: _____

1. **Sold Price:** _____

2. **TERMS (circle one):** Conventional Cash MSHDA FMHA Rent w/Option Assume
VA
Exchange FHA Owner Financed (L/C) Other

3. **Seller Concessions?** YES or NO **If Yes, enter Approx Dollar Amt:** _____

4. **Pending Date:** _____

5. **Closing Date:** _____

6. **Selling Agent Name:** _____

7. **Selling Office Name:** _____

Copyright Traverse Area Association of REALTORS?
Closed Sale Form, Revised 3/07/05

Confidential Office Listings MLS Policy

A confidential office listing must be either an Exclusive Right To Sell or an Exclusive Agency listing, and must be submitted to the Multiple Listing Service with a form signed by the Seller requesting confidential office listing status. An MLS number will be assigned, although access to information on this type of listing will be restricted to the Participant and the Listing Agent only. Any information will be furnished to cooperating agents by the listing Participant.

From time to time, sellers may choose not to expose listed property to the MLS as a whole. This practice may arise out of unusual family situations, such as an illness in the home, but by and large this practice should not be encouraged by REALTORS®. In the event that such a request is made, it should originate from the seller and be conveyed to the MLS on the form designed for that purpose (CONFIDENTIAL OFFICE LISTING) and signed by the seller.

? All requests for confidential listing status should originate with the seller, and be the result of some extraordinary family or personal circumstance.

? The seller must sign a Confidential Office Listing Form, acknowledging that he/she understands the benefits of MLS exposure, but chooses not to receive those services at this time. That form should be conveyed with the property data sheet and photo or sketch to the MLS office within the specified time frame.

? The listing will be entered into the MLS as an Office Confidential Listing. However, only the listing agent and the principal broker will be able to access the complete data for the listing.

? A Confidential Listing will still be available to other members of the MLS under terms agreed to by the seller and listing broker. A Confidential Listing status is not a refusal to cooperate with other brokers. If a broker does refuse to cooperate on any listing with any other member of the MLS, the listing broker must make notice in writing, in advance, to the other brokers who are involved.

? The sale of a Confidential Listing should be reported to the MLS along with any other status changes.

? A Confidential Office Listing will not appear in any of the national websites that receive their data information from the TAAR MLS.

? All Confidential Listings will be subject to the verification of authenticity by the MLS or the Board of Directors of the Traverse Area Association of Realtors®, and a violation of the above rules will result in a potential \$500 fine.

Broker Load Operating Rules

You must qualify through a Northern Michigan MLS training program before you can have access to the Broker Load program. If you are found to be violating the privileges and responsibilities of accuracy and timeliness of date, or if you are violating the confidentiality of the system, this access privilege can be revoked by staff and you will be notified in writing.

After you have loaded a listing, it will be placed in an unconfirmed file until reviewed by staff, and either moved to verified listing status, or an unacceptable status.

While the listing is in the system on a temporary basis, before it is approved, it will be immediately available to MLS members and will appear in search results. Once staff has approved a listing explained above, it will become a part of the regular listing database.

Upon review by staff, if a listing has been determined to be “unacceptable” and not meeting the required criteria specified, it will be flagged as unacceptable within the MLS, and the Listing Agent will be notified. Once an unacceptable listing has been flagged it will no longer be available for the general membership to view, for book printing, or Internet display. It will be accessible to the Listing Agent, the Listing Broker and the MLS staff. There will be a two (2) day grace period to repair the unacceptable listing. If after the two (2) day period the listing is still unacceptable according to the MLS Policy, the agent responsible will incur a \$100 fine.

Prevailing late, incomplete, and duplicate listing charges will apply to all “Broker Load” listings.

Broker Load by Member Office Staff

A non-licensed office staff can receive Broker Load training, a login and password with the authorization of the company broker. The cost for training and a password is \$75. These passwords will be renewed semi-annually.

If the office staff administrator obtains a real estate license, they must then become a Personal Assistant Member. When becoming a Personal Assistant Member, the \$75 received for training and password can be applied toward the membership cost as long as it happens within the first six months of receiving the password.

Late Fees and Fines

All property profile sheets MUST be complete or they will be returned to the listing office and an incomplete charge will be assessed. If a listing entered through Broker Load is determined incomplete, it will be flagged as unacceptable, the listing agent will be notified, and the appropriate incomplete fees will be charged.

Fees and Fines:

Incomplete and unacceptable listings are returned to the Listing Agent and charged a \$5 Incomplete fee.

Late Listings (after 3 business days) accumulate \$25 per day late charge.

Missing Photos (after 5 business days) accumulate \$5 per day incomplete charge.

Beginning May 1, 2004 a \$4.50 per listing and \$2.50 per photo will be charged for all listings entered into the MLS by TAAR staff.

Request For Waiver of Fines

Any request for a waiver of a late fine should be made in writing and stapled to the profile sheet being submitted to the MLS. This request should be accompanied by documentation in the form of a postage-marked envelope or any other proof of the reason for delay in submitting the listing.

If a member wishes to contest a fine that has been levied, the request should be made in writing, directed to the MLS Office, and should be made within 60 days of the date the fine was originally imposed. If the issue is unable to be resolved at the staff level, the request will be directed to the MLS Committee as an appeals board. Decisions made by the MLS Committee in such matters will be final.

Signs and Advertising

Only the sign of the Listing Broker may appear on a property. No Participant may advertise another Participant's listing in any media (print or electronic) without the written consent of the listing Participant.

Solicitation of listings filed with the Multiple Listing Service: Participants or their agents shall not solicit a listing on property filed with the Multiple Listing Service unless such solicitation is consistent with the REALTORS® Code of Ethics, its Standards of Practice, and its Case Interpretations.

Copyright

All right, title, and interest in each copy of the Multiple Listing Service compilation, created by the Multiple Listing Service, and the copyrights therein, belong to the Multiple Listing Service.

- (a) Distribution: Don't distribute Professional Data to anyone other than Participants or Participant's licensees.
- (b) Display: Don't give Professional Data to anyone other than willing, and able buyers for the properties described in Multiple Listing Service compilations.
- (c) Reproduction: Don't reproduce any Multiple Listing Service Professional Compilation or any portion thereof except in the following limited circumstance:
 - (1) Prospective Purchasers
 - (2) Supporting Documentation for Professional Reports
 - (3) Class 2 Data may be released to a Data Aggregator upon receipt of written authorization from the Participant who provided such data to the Association. This authorization extends to the participants in the Broker Reciprocity Program of the Traverse Area Association of Realtors.

Confidentiality of MLS Information

Data provided to the MLS shall be classified as follows:

Class 1 Data:

From Listing Agreement:

Owner's name, information concerning broker compensation, date of expiration of listing, whether mineral rights transfer with property, assessor's parcel number, effective date of listing agreement, and remarks section of listing.

Class 2 Data:

Information in Listing Agreement not included in Class 1.

Class 3 Data:

All information on closed sales.

Information from class 1 and class 3 are classified as Professional Data for use by members only. Under no circumstance should the following fields be revealed to the general public:

- ?Owner's Name –
- ?Compensation –
- ?Expiration Date –
- ?Mineral Rights Y/N –
- ?Tax Number -
- ?Listing Date –
- ?Professional Remarks Section –

SUPRA Lockbox Operating Procedures

All new subscribers to the MLS will be automatic participants in the Supra program, unless a written request from the Broker is received at the time the new member joins.

All property showings must be arranged through the listing office. Failure to do so may result in a \$100 fine. Complaints should be filed in writing by the listing broker, and should include documentation of the infraction.

Key holders are responsible for the use of their key. Do not give it to anyone else to use. Report lost or stolen keys immediately to Mary at the TAAR office.

Individuals will be billed for the service from Supra and/or its leasing company. Payment will be made directly to the vendor, not to TAAR.

Key Box Removal by a Locksmith

If a Supra key box shackle cannot be opened and the Supra troubleshooting hotline cannot help, the shackle must be cut. The contracted locksmith recommended by TAAR is Northwest Lock, Byron Gay, Owner, 946-1611; 1401 Woodmere, Traverse City.

The key holder is responsible for contacting Northwest Lock to arrange for removal of the Supra key box.

The Supra key box should be returned to TAAR to be sent to Supra. If it is defective, Supra will replace the box at no charge. If malfunction was caused by agent misuse, replacement would be at current cost of Supra key boxes. **The key holder is responsible for the cost of removal by the locksmith.**

Northwest Lock will bill TAAR, and TAAR will then bill the agent on the company billing. This is part of Supra's contract. Northwest Lock charges based on distance and service required – approximately \$40 in the Traverse City area.

MLS Forms

All forms required by the MLS are available for sale at the Association office. You may obtain forms by calling, faxing or emailing the Association office. In addition, all forms are available online at the TAAR website. Currently, this service allows the MLS Member to fill in the form online, save it to disk, print it, or email it. There is no additional charge for this service.

Print Shop Services

The Traverse Area Association of Realtors® maintains a full service print shop. While MLS services remain a priority, many individual services are available to members and affiliates at considerable savings. Custom jobs and color copies are also available. Call the TAAR Print Shop for a price quote.

Flyers can be emailed directly to the print shop for printing and distribution. Please send to kay@taar.com.

Distribution

Each MLS Participant is assigned a mailbox at the TAAR office, unless otherwise requested. All MLS information will be placed in your box on a daily basis. In compliance with U.S. Postal Regulations, only MLS and Association related materials may be distributed through this system. Keys should NEVER be sent via MLS Distribution.

Electronic Advertising vs. an MLS

With the appearance of the Internet and its many advertising schemes, staff is receiving questions from MLS subscribers asking for guidance in understanding the available options and what they are. It has become apparent that members don't understand the fundamental difference between an MLS and real estate advertising, particularly electronic advertising. For that reason, we have prepared the following information for your assistance in answering the questions.

What is an MLS? An MLS is the orderly dissemination of information about a listed property, and it is an offer of compensation in return for cooperation in selling that property. An electronic advertising service, such as the NAR realtor.com program, is NOT an offer of compensation to other licensees.

What are the standards? An MLS is a membership organization, and the members agree to offer compensation and cooperation. They also agree to do business in compliance with appropriate laws, resolve disputes internally through arbitration and the Realtor® Code of Ethics, and comply with certain quality standards and duties of membership such as keeping the data current and paying dues and membership fees as decided by the group.

What does the Internet have to do with this? An MLS organization decides how it wants to provide information to its members (either by printed material, computer link, or a combination). The job of an MLS is not to provide information to the public, although it may decide to do so, as TAAR has done by signing an agreement with Homestore the NAR website. However, the information provided to NAR and others is **NOT** an offer of compensation, it's merely an electronic ad.

Why are my MLS fees higher than another Internet service, like RealSelect or the TAAR homepage? Because your MLS fees pay for the entire service, including staff assistance, listing input, photograph processing, tracking your listing, producing various reports and statistics, ethics and arbitration enforcement, and the maintenance of a reliable and updated database, as well as online computer access to the listings and to the other programs available to you. Your fees are much more than just the "MLS Dues".

What's the advantage of putting listings on the NAR website (realtor.com) or on another public website? Your listings on the data aggregator sites and on the TAAR website are maintained at no additional cost to you. It's paid for from the allocation of TAAR and Northern Michigan MLS resources by the TAAR Directors. These sites are updated on a weekly basis or

even daily basis and listing and photo information is accurate. The public has come to trust these sites as an accurate database that is kept up to date. On most of them, free links are provided to your company or personal website, and e-mail and telephone contact information is provided.

How much should I advertise my listings on the Internet? The answer to that question is entirely up to your vendor of Internet services including your office, your franchise, the national sites and the TAAR public website, as well as a variety of private advertising services. The decision is yours, and you will no doubt make it on cost and reliability of the service, just as you do other forms of advertising. We think the important thing is that you monitor your advertising, just as you would in a newspaper or on TV, to make certain it is accurate and effective.

What is Web Phone access? Internet-enabled web phone access is another means of cooperative advertising. The Northern Michigan MLS provides a site available to devices using wireless application protocol (WAP) such as cell phones and wireless handheld computers. By accessing www.taar.com/mls/wap the user can access the TAAR MLS and get a 'classified ad' selection of all active residential and vacant listings in the system. This is a good way for members and the public to quickly discover new listings in the MLS inventory from anywhere in the US. The service provides the telephone number of the listing agent, who may be contacted for further information. Cost of this service is free, and listing agents are encouraged to use the website address stickers on their listing signs and in their advertising.

If you have further questions, don't hesitate to call the TAAR Office, or contact an MLS Committee member.

Mobile, Modular and Manufacture Homes

With new technology constantly evolving it is important for Realtors to keep up to date on not just the rules and regulations that govern us but also the emerging technology in housing. System built homes are gaining popularity for many reasons including price, flexibility and time to construct.

Q: What is the primary difference between mobile, modular and manufactured homes? Despite the fact that most people feel that they know what a modular homes is, the general public and unfortunately many Realtors really are unaware of the real differences. The term modular, manufactured and factory built are typically used synonymously, which is incorrect. The differences are as follows:

Site Built Homes

- ? Built from the ground up; built entirely at the home site.
- ? Conforms to all state, local or regional codes where the home is located.
- ? Often called a 'stick-built' home.
- ? A well built, cared for site-built home generally increases in value over time (location plays a key role).

Modular or System Built Homes

- ? Modular homes are built in modules (sections) at a factory.
- ? Other forms of system built homes include log home kits, structural insulated panels (SIPS) or panelized homes (homes build in a factory and delivered in wall panels)
- ? Most home plans can be converted to modular
- ? Modular homes are built to conform to all state, local or regional building codes at their destinations just like a stick built home.
- ? Modules are transported to the home site on carriers (large trailers), and then joined together by local contractors generally with a crane.
- ? Many homes are delivered in as many as 10 sections with the typical being 2-4 sections.
- ? Local building inspectors check to make sure the structure meets requirements and that finish work is done properly just like a stick built home.
- ? Modular homes are *sometimes* less expensive per square foot than site built homes due to the buying power of the manufacturer.
- ? A well-built modular home should have the same longevity as its site-built counterpart, increasing in value over time making them virtually identical.
- ? Inferior products are NOT generally used in modular homes, as many people believe, in fact most products are the same as used to construct site built homes.

Manufactured Homes

- ? Generally referred to as mobile homes, doublewides or trailers.
- ? Manufactured homes are built in a factory.
- ? Conform to a Federal building code, called the HUD code, rather than local building codes unlike modular and stick built homes.
- ? Homes are built on a non-removable steel chassis.
- ? Sections are transported to the home site on their own wheels
- ? Doublewide units are joined at their destination.
- ? Segments are not always placed on a permanent foundation making them more difficult to re-finance.
- ? Building inspectors check the work done locally (electric hook up, etc.) but are not required to approve the structure.
- ? Manufactured housing is generally less expensive than site built and modular homes.
- ? Manufactured homes often decrease in value over time
- ? Roof pitch is generally 3/12 due to the fact that they have to be able to pass under a highway overpass.

Manufactured homes are constructed to a different building code. This code, the Federal Construction Safety Standards Act (HUD/CODE), unlike conventional building codes, requires manufactured homes to be constructed on a non-removable steel chassis.

What Do the Differences Mean to you as a Realtor? Many buyers are actively seeking property on which to construct a modular home and would gladly purchase a property that would allow the construction of one so it is vital that you the Realtor understand the difference.

Investigate building and use restrictions thoroughly and determine if modular homes are allowed and be sure to include this information in the MLS. Keep in mind that most older subdivisions and almost all unplatted lands will generally allow for modular homes. Since modular homes did not exist at the time most of the older subs were created so they simply did not address them. If they are not specifically restricted, then in most cases they are allowed.

Be sure to check restrictive covenants and deed restrictions

- ? Many developments do set minimum size requirements, and stipulate you must build a home that conforms to the guidelines of an Architectural Review Committee.
- ? Most new developments specifically prohibit modular homes. This many times is due to the ongoing confusion between the definitions of modular and manufactured housing.
- ? Restrictive covenants and deed restrictions generally will exclude all manufactured homes.

How can I tell if a home is stick built or modular? A properly designed modular home is indistinguishable from a stick built home. Generally the easiest way to tell is to ask the homeowner or check with the local building department.

A trained eye will be able to tell by looking under the home where the floor joists come together. If a basement is unfinished it can easily be spotted although the average person cannot tell the difference. Basically there is no requirement to disclose that a home is a BOCA modular home so do not be concerned about it.

Don't all modular homes look alike? No, and unless you were there to see the house delivered and assembled, you would probably never guess it's a modular home. Modular home manufacturers use computer aided design programs to draw plans to the home owners specifications, or to modify one of their standard plans to suit the homeowners needs, so nearly any plan can be turned into a modular home.

Until such time as the siding is installed, garages and porches are built and the landscaping is done most modular homes look very plain. It is generally the site improvements that are completed after the home is set that makes it look like any other site built home.

Will banks finance a modular home? Yes. Most banks, appraisers, and insurance companies treat modular homes the same way they do site-built homes. Appraisers do not treat a BOCA modular home any different than a conventional stick built home. Once set, it is very difficult to tell the difference between a modular home and a similar stick built home. In fact many people believe that a modular home is stronger due to the fact that is constructed to travel down the highway.



BROKER RECIPROCIITY

Continued Participation Audit

Date Prepared: April 20, 2005

By: Judith Lindenau, Executive Vice President
Traverse Area Association of Realtors®

As of January 2001, all Realtor® MLS operations were required to offer a Broker Reciprocity program. Internet Data Exchange/Broker Reciprocity is a system where IDX Brokers give each other permission to display their listings on each other's web sites. Brokers who participate in the IDX program can display all of each other's active listings.

By subscribing to the Multiple Listing Service you are automatically enrolled in the Internet Data Exchange program. Being a participant in the IDX program does not cost you anything, and it does not require you to do anything else. As of this, all TAAR brokers have entered into this agreement and permit listings to be displayed by aggregators and other brokers.

In order to "opt out" of the MLS Internet Data Exchange program a form needs to be submitted requesting the option in writing.

In addition, if you should you wish to display MLS listings on your website, please contact TAAR for a RE/Fresh Data package which will explain your display options and provide the necessary agreements.

Traverse Area Association of REALTORS®
Northern Michigan MLS
852 S. Garfield Avenue, Traverse City, MI 49686

TRAVERSE AREA ASSOCIATION OF REALTORS®

NORTHERN MICHIGAN MLS

Non Participation Request for MLS INTERNET DATA EXCHANGE

This form permits you as a Broker to opt out of the Internet Data Exchange program. By subscribing to the Multiple Listing Service you are automatically enrolled in the Internet Data Exchange program. Being a participant in the IDX program does not cost you anything, and it does not require you to do anything else.

In order to opt out of the MLS Internet Data Exchange program, this form must be filled out completely and signed by the Designated Broker for your office. There are no exceptions.

Office Name: _____

Office Address: _____

Office Phone #: _____ Office Fax #: _____

Designated REALTOR®: _____

I understand that I have the option to not participate in the IDX program. I further understand that this means that other Internet Data Exchange Participant Subscribers will not be permitted to display my listings on their web sites. I further understand that my firm will receive no benefits under the IDX program of the Traverse Area Association of REALTORS Northern Michigan MLS. My firm is not allowed to display the listings of other IDX Brokers unless I receive permission from them individually to do so.

I am the Designated Broker for the above MLS office. I represent that I have authority to execute this form on behalf of my own office, and all other offices listed above, if any.

My signature below indicates that I am selecting the option to NOT participate in the MLS Internet Data Exchange program.

Broker Signature _____

Dated: _____

Once you have filled out this form and signed it, please fax or mail it to the Traverse Area Association of REALTORS® at 852 S. Garfield Avenue, Traverse City, MI 49686. Fax # 231-947-1910.

Traverse Area Association of Realtors? MLS Participation Agreement

To be signed by the REALTOR? (Agent)

(For MLS Access by REALTORS? who are not members of the Traverse Area Association of REALTORS? .)

Realtor® Name: _____

Office Name: _____

Office Address: _____

Office Phone: _____ Office Fax: _____

Permanent ID #6501 _____ Soc. Security: _____

Email Address: _____

Web Page: _____

I agree as a condition of participation in the MLS to abide by the TAAR MLS Rules and Policies, and that familiarity and compliance with these rules are a prerequisite for continued MLS Participation.

I further agree to be bound by the Code of Ethics on the same terms and conditions as association members including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other REALTORS? in accordance with the established procedures of the Traverse Area Association of Realtors? .

I understand that a violation of the Code of Ethics may result in termination of any MLS privileges, and that I may be assessed an administrative processing fee which may be in addition to any discipline, including fines, that may be imposed.

As a Subscriber of the TAAR MLS, I assign to the service all right, title, and interest in copyrights in the text and photos submitted to the service.

Signed: _____

Dated: _____

Traverse Area Association of Realtors? MLS ONLY Participation Agreement

To be signed by the Designated REALTOR? (Broker)

It is agreed by the undersigned Designated REALTOR? that he/she shall abide by the TAAR MLS Rules and Policies, and that familiarity and compliance with these rules are a prerequisite for continued MLS Participation.

The undersigned also attests that he/she is a member in good standing of the _____ Association /Board of REALTORS? , and that all real estate licensees affiliated with him/her are also REALTORS? and are subscribers of the TAAR MLS, or have been specifically excused there from.

Any dispute arising out of this agreement between the undersigned, his/her associates, and members of the TAAR shall be arbitrated in accordance with the 110A Manual of Grievance and Professional Standards (as modified by the Michigan Association of REALTORS?) and/or referred to the appropriate Professional Standards Committee.

As a Participant of the TAAR MLS, the undersigned assigns to the service all right, title, and interest in copyrights in the text and photos submitted to the service.

(Date)

(Firm Name)

(Designated REALTOR? Signature)

(DR Initials)

MLS Rules Received

Date accepted by the MLS Committee

Date processed by Staff

Traverse Area Association of REALTORS? Multiple Listing Service
852 S. Garfield Avenue, Traverse City, MI 49686

Affiliate Member MLS Participation (7/27/05):

1. The Affiliate MLS Subscriber must be a TAAR affiliate member in good standing, and remain so. Failure to pay dues or other fees will result in suspension of MLS services.
2. The Affiliate Office must designate a Primary Member, who will act in the same capacity as an MLS Participant, and receive billing, remit payments, and enforce MLS rules.
3. The Affiliate Primary Member must name those persons, who through this membership will become Subscribers. Both the Primary Member and the Subscribers must sign an agreement to abide by MLS rules and enforcement penalties, including confidentiality rules. It will be the responsibility of the Affiliate Primary Member to keep the MLS System informed as to any changes in the subscriber list. Failure to do so, or to maintain the complete confidentiality of MLS information, shall result in a fine of up to \$500, to be levied by the MLS Committee.
4. Fees shall be the same as for Realtor® MLS Members. See attached fee structure in Appendix A.
5. Affiliate Members and named Subscribers may have computer access to the TAAR Multiple Listing Service. However, Affiliate Member Subscribers will be limited in their use of MLS listing information to those activities described in the current approved MLS Rules of the association.
6. Affiliate Members and named Subscribers will have access to other MLS-related services, and be free to serve as voting members of the MLS and Association Committees, with the exception of Grievance and Professional Standards.
7. This category of Affiliate MLS Member is open to Affiliates only, and not to those persons or businesses that are actively engaged in real estate transactions involving listing, selling, and property management. Affiliate Members will not be permitted to enter listings into the MLS system as notices/offers of cooperation in a real estate transaction.
8. Affiliate Members offices shall be determined to be those members who belong to TAAR through their affiliations with businesses related to real estate, but who are not principally engaged in sales or property management, and who are not members of the Michigan Association of Realtors® or the National Association of Realtors®.
9. Affiliate Member MLS users will be expected to sign an agreement which limits the use of MLS information to situations as described above, and their actions will be expected to conform to the standards expressed in the Realtor® Code of Ethics. Failure to conform will be subject to disciplinary actions including revocation of MLS Access.
10. All signed agreements shall be reviewed and approved by the MLS committee, and kept on permanent file.
11. The MLS Committee will from time to time amend these rules with approval from the Board of Directors.

**TRAVERSE AREA ASSOCIATION OF REALTORS?
NORTHERN MICHIGAN MLS
Affiliate Member MLS Participation Agreement**

It is agreed by the undersigned designated principal member of the Affiliate Member _____ (Firm), that the firm desires MLS Service, with the following limitations:

1. That the MLS service for Affiliates does not include placing any properties listed for sale in the MLS; and that the Affiliate Member is not principally engaged in real estate sales or property management.
2. That confidentiality of MLS information shall be strictly observed. The Affiliate Member Principal shall list by name those firm members (who are Secondary Affiliates) who shall subscribe to the Service, and all active listing MLS information shall be limited to those individuals ONLY. The Principal Member shall notify the Northern Michigan MLS of any changes in the subscriber list, and shall be responsible for remittance of MLS Subscriber Fees times the number of registered subscribers.
3. In the event that the Affiliate Member/MLS Subscriber is involved in advertising, marketing, or counseling for a REALTOR? , the Affiliate shall file a written statement with the MLS in which the REALTOR? grants permission to use MLS material for the purposes described.

It is understood that failure to abide by these stipulations, and any appropriate Northern Michigan MLS/TAAR Rules and Policies, shall be grounds for immediate action by the MLS Committee and the TAAR Directors to discontinue this service, notifying all other subscribers of this action.

The Affiliate named as Participant in the service identifies the following Subscribers as those who will have access to the MLS information:

Affiliate Participant shall amend this list as appropriate. Should the Participant permit information access by unauthorized persons, the MLS Committee may act to suspend access privileges immediately.

Signed:

Affiliate Participant _____ Dated

Chairman of the MLS Committee _____ Dated

Revised 7/27/05