

POLICY MANUAL
NORTHEAST FLORIDA MULTIPLE LISTING SERVICE, INC.
Hereinafter referred to as "NEFMLS"

August 27, 2008

**THE POLICIES OUTLINED WITHIN THIS DOCUMENT
ARE MEANT TO IMPLEMENT, NOT TO PRECLUDE OR
OVERRIDE THE BYLAWS AND RULES & REGULATIONS
OF THE NORTHEAST FLORIDA MULTIPLE LISTING
SERVICE, INC.**

Appendix A FEES

Appendix B PENALTIES and VIOLATIONS

DEFINITIONS

Participant – a Realtor broker or state certified appraiser

Subscriber – a Realtor licensee or appraiser

Licensee -

MLS ONLY Participant – a non Realtor broker

MLS ONLY Subscriber – a non Realtor licensee

Note: All policies apply to MLS Only Brokers and Licensees, Reciprocal Brokers and Licensees unless otherwise specified herein.

APPLICATION FEE

Participants and Subscribers joining NEFMLS for the first time or who have not been members of either NEFMLS or a shareholder association within the last 24 months shall be assessed an application fee. There will be a reinstatement fee for a participant or subscriber who resigns in good standing and returns within 12 months. MLS-ONLY members do not have access to tax and comp data nor do their listings appear on the REALTOR owned web sites. REALTOR applications and member records are processed and maintained by NEFAR while MLS-ONLY applications are processed and maintained by NEFMLS.

SERVICE DEPOSIT (historical information only)

A Service Deposit of \$ 100.00 minimum was required for all offices having computer service. This deposit will be retained until the member leaves the NEFMLS. If the MEMBER is not then obligated to NEFMLS for any fees, deposits or penalties, the deposit shall be returned to the member and if the member is so obligated the amount of the obligation may be deducted from the member’s deposit and the balance shall be returned to the member. The exact deposit amount was determined annually in December based upon the average number of listings added to the database monthly over the last 12 months. Service deposit does not apply to new members joining after January 1, 2001. The deposit was as follows:

0 to 10 listings per month	\$ 100.00	11 to 20 listings per month	\$ 200.00
21 to 30 " " "	\$ 300.00	31 to 40 " " "	\$ 400.00
41 to 50 " " "	\$ 500.00		

BOOK FEES

Comp Book CD’s are sold at cost plus tax per quarter. Courier charges may apply.

PENALTIES and VIOLATIONS

Penalties in the form of CITATIONS and MAJOR FINES may be assessed for violations of MLS Rules and Regulations, inaccurate information posted in the MLS and violations of the MLS Standards of Conduct and the Code of Ethics. See Appendix B for PENALTIES and VIOLATIONS.

Corrections to violations must be made within 24 hours not including weekends and holidays. NEFMLS Staff is authorized to make corrections and notify the offending Broker and/or Agent.

The penalty for the first violation will be a warning to both the Broker and/or Agent. Documentation will be kept in the NEFMLS company file. The penalty for the second, third and MAJOR violations are defined in Appendix B. Violations are considered accumulative and not independent of each other.

PENALTIES and MAJOR FINES must be paid within 10 days of notification. The penalty or major fine will double if not paid within 10 days. If all penalties and major fines are not paid within 30 days, further action may be imposed by the NEFMLS Board of Directors. Penalties and major fines may result in suspension, expulsion and other remedies including legal that the Board might impose.

OFFICE FEES

Each office shall pay an office fee. Offices that have past due statements in excess of 45 days may be made inactive. (08/23/06)

PARTICIPATION FEES

Participation fees (DUES) are assessed in the amount approved by the Board of Directors of NEFMLS times the number of licensees associated with the Participant. Broker Participants are responsible for payment of fees to NEFMLS for their licensee subscribers. Invoices shall be sent to Participants no later than the first week of June and are due and payable on or before July 15th of that year. Fees shall be prorated monthly for Participants, Subscribers, State Certified Appraisers and Affiliates joining NEFMLS after the first day of the month. Fees shall be due beginning on the first day of the month in which the application is submitted

PARTICIPATION FEES for MLS ONLY

Participation fees (DUES) are assessed in the amount approved by the Board of Directors of NEFMLS times the number of licensees associated with the Participant. MLS ONLY Participants are responsible for payment of fees to NEFMLS for their licensee subscribers. Invoices shall be sent to Participants no later than the first week of June and are due and payable on or before July 15th of that year. Fees shall be prorated quarterly for MLS ONLY Participants and Subscribers joining NEFMLS after the first day of the month. Fees shall be due beginning on the first day of the month in which the application is submitted. However if the application is submitted after the 25th day of the month, the applicant shall not be subject to that quarter's fees, and the fees shall be prorated for the remaining quarters.

ANNUAL PARTICIPATION FEES BILLING PROCEDURES

All annual subscriber invoices together with the participant invoice will be mailed in one envelope to the participant or affiliate. The Broker Participant, Broker, State Certified Appraiser or Affiliate will be responsible for the payment of invoices or return of 2050 termination forms by the due date. The Broker Participant, Broker, State Certified Appraiser or Affiliate and Subscribers may pay by personal check, cashiers check, money order or credit card. Brokers, Appraisers and Affiliates should not hold checks. Checks may be mailed individually by subscribers. If a subscriber's check is given to the participant, the participant should forward it to NEFMLS as it is received.

RECIPROCAL Fees and Board of Choice

Board of choice allows for REALTOR members of other associations to have access to each others services for a fee. Comp books are available at cost plus tax. Access to online tax and comp data are available for a fee or secondary membership in NEFAR plus applicable NEFMLS service fees. The Northeast Florida Multiple Listing Service Board of Directors approved the following RECIPROCAL Policy. The compensation offered in NEFMLS is guaranteed to any Reciprocating Broker as if they were a full Participating member of NEFMLS. The broker must sign the MLS RECIPROCAL AGREEMENT FORM (cooperate, compensate, arbitrate and abide by the rules of NEFMLS). Listings must first be entered in to Broker's primary MLS. RECIPROCAL Access to the Northeast Florida Multiple Listing Service, Inc. is available to any RECIPROCATING Association owned MLS located within the boundaries of District I as defined by the Florida Association of REALTORS that agrees to offer a similar reciprocation. Only the broker and the agent who wants to have access and/or put an unlimited number of listings in the system must pay the fees. NEFMLS also participates in the Statewide Reciprocal. Individual listings will be accepted from any broker or agent of an MLS participating in the Statewide Reciprocal. In addition, individual listings (up to 5 per office per year) accepted under the Statewide Reciprocal require a letter in good standing from their primary MLS organization and a copy of the listing agreement. All participating MLS's and Associations have extended the guaranteed commission offered in their local MLS to brokers that are participants in the Statewide Reciprocal Agreement. NEFMLS also participates in MLS Advantage. (01/24/07) All participating MLS's and Associations have extended the guaranteed commission offered in their local MLS to brokers that are participants in MLS Advantage. Assuming these conditions have been agreed to the Northeast Florida MLS, Inc. fees are outlined in Appendix A.

NONPAYMENT OF PARTICIPATION FEES (DUES)

A late fee shall be imposed for each Participant, subscriber, state certified appraiser, or affiliate who has not paid their NEFMLS dues fee by July 15 at which time a late fee is applied. If dues remain unpaid as of July 31 the Participant, subscriber, state certified appraiser or affiliate shall be terminated and all NEFMLS services will cease. A reinstatement fee will be required in addition to the late fee after service has been terminated. If the Participant's dues are paid but all subscribers of the Participant are not paid by August 31st the Participant and all subscribers shall

be terminated and all NEFMLS services will cease. This includes but is not limited to, termination of access, deleting of listings from the computer, and ceasing delivery of the NEFMLS book and any other services provided by NEFMLS. Dues for reinstated participants, subscribers or mls-only brokers and their licensees for whom NEFMLS received dues for the previous calendar year, but for whom NEFMLS did not receive annual dues within 180 days of September 1 of the current year, shall be an amount equal to NEFMLS current annual dues and assessments plus an amount equal to any outstanding fees. (08/23/06)

NEFMLS FINANCIAL STATEMENT

Any budget or financial statement of the NEFMLS is available to any Participant upon request.

CASH PAYMENT

When a cash payment is received for any reason by a staff member, a receipt must be issued in duplicate and must have two (2) staff signatures. Cash receipt books will be kept a minimum of seven (7) years.

STAFF SIGNATORIES

The NEFMLS Executive Vice President, President and Treasurer of the Board of Directors are authorized signatures. Any check for \$2500 or more shall require two (2) signatures.

DEPOSIT OF NEFMLS FUNDS

All monies received by NEFMLS for any purpose shall be deposited to the credit of NEFMLS in a financial institution or institutions selected by the Executive Vice President at the directive of the Board of Directors.

OBLIGATING NEFMLS

No Officer, Director or staff member shall, outside of their authorized budget or scope of prior-approved funding, obligate financially NEFMLS without the express consent of the Board of Directors.

SIGNING OF CONTRACTS

All contracts obligating NEFMLS financially, whether or not within the authorized budget or scope of prior-approved funding, must be signed or expressly approved by the President or the Executive Vice President.

NSF CHECKS, CLOSED ACCOUNTS or DISPUTED CREDIT or DEBIT CARDS

Anyone obligated to NEFMLS for any fees, deposits or penalties, and who renders a check which does not have sufficient funds therefore ("NSF checks"), closed account or disputes a

credit or debit card charge shall be considered as still obligated. Upon being notified by NEFMLS, Inc. either orally or in writing, anyone so obligated who does not make the check payment good within ten (10) days shall be assessed a reprocessing fee.

LISTINGS

All offices are required to add their own listings. A fee is required for adding listings by staff. Participant must provide staff with a correctly completed profile sheet. Any changes to listings will only take place upon staff's receipt of the change in writing and signed by the participant. NON-MLS listings will be added by staff at no charge if they are submitted within 30 days of closing. NON-MLS listings submitted past 30 days of closing will be entered by staff for a FEE. This fee may be waived at the discretion of the Executive Vice President. NEFMLS, Inc. maintains the right to select, at random, listings from the NEFMLS computer and request that the broker who holds those listing submit a copy of the listing agreement together with any addendums or extensions when applicable. A notice shall be sent to the broker requesting the paperwork be submitted to the NEFMLS within 5 business days. If the participant submits the required paperwork to NEFMLS on time but is not completed properly (example: lack of proper signatures; required information lacking, etc.), the participant will be assessed a fee according to Appendix B PENALTIES.

REFUNDS

NEFMLS application and participation fees are not refunded except under the following conditions: 1) Applicant has paid fees at the time of applying for membership in the NEFMLS and membership is declined by NEFMLS; 2) Applicant has paid fees at the time of applying for membership in the NEFMLS and applicant withdraws his application prior to being approved for membership; or 3) Applicant has paid fees at the time of applying for membership in NEFMLS, but dies prior to processing and approval of membership. Refunds for any other reason are prohibited. Refunds, if warranted, will be issued following a 15-day waiting period.

MESSAGES

NEFMLS computer messages must refer to current listings. Information of a personal nature or for the purposes of recruiting or advertising of personal property may not be entered into the NEFMLS computer. Exception: a "needs" message may be entered as long as it relates to real estate. (Ex: participant needs a short-term rental). NEFMLS reserves the right to purge messages at any time for any reason

NEFMLS STATISTICS

NEFMLS statistical information may be compiled by the NEFMLS staff and provided to NEFMLS members only. Staff is prohibited from providing any NEFMLS information to a non-

member with the exception of the Media or at the discretion of the Executive Vice President.

ACCURACY OF INFORMATION

NEFMLS statistical and other information published and disseminated by NEFMLS, as filed and compiled from information provided by members is communicated verbatim, without change by NEFMLS. NEFMLS does not verify such information and disclaims any responsibility for its accuracy. Each member agrees to hold NEFMLS harmless against any liability arising from any inaccuracy or inadequacy of the information provided by such participant or the participant's subscriber.

SOFTWARE and SERVICE

All software and service excluding Internet access e-mail and free web pages are subject to a charge. Custom web pages including the initial page, each additional page and page changes after 30 days as well as domain hosting and registration are available for a fee. FlexMLS PC Software is available for a fee. The FlexMLS PC fee does not apply to previously licensed users of PC Access and Virtual MLS.

PARTICIPANT RESPONSIBILITY OF CONFIDENTIALITY

A MAJOR FINE of \$1000 shall be automatically assessed against any member who provides their name and password or allows access to the computer system to any non-member. NEFMLS Participants or their affiliated licensees shall under no circumstances reproduce, allow to be reproduced or distribute, any NEFMLS compilation (except approved customer format) or any portion thereof, including the NEFMLS book. Nothing contained herein shall be construed to preclude any member from utilizing, displaying, distributing or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the member. Inappropriate use or misuse of an Internet Data Display (IDX) site or a Virtual Office Website (VOW) is subject to a fine depending on the seriousness of the offense as determined by the NEFMLS BOARD of DIRECTORS.

APPENDIX A.

NEFMLS, Inc. REALTOR FEES effective August 27, 2008

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
NEW BROKER												
APPLICATION	300	300	300	300	300	300	300	300	300	300	300	300
OFFICE FEE	300	275	250	225	200	175	150	125	100	75	50	25
PERSONAL APP. FEE	100	100	100	100	100	100	100	100	100	100	100	100
PERSONAL DUES	<u>350</u>	<u>330</u>	<u>300</u>	<u>270</u>	<u>240</u>	<u>210</u>	<u>180</u>	<u>150</u>	<u>120</u>	<u>90</u>	<u>60</u>	<u>30</u>
TOTAL	\$1,050	\$1,005	\$950	\$895	\$840	\$785	\$730	\$675	\$620	\$565	\$510	\$455
NEW AGENT												
APPLICATION FEE	100	100	100	100	100	100	100	100	100	100	100	100
PERSONAL DUES	<u>350</u>	<u>330</u>	<u>300</u>	<u>270</u>	<u>240</u>	<u>210</u>	<u>180</u>	<u>150</u>	<u>120</u>	<u>90</u>	<u>60</u>	<u>30</u>
TOTAL	\$450	\$430	\$400	\$370	\$340	\$310	\$280	\$250	\$220	\$190	\$160	\$130

**NEFMLS, Inc. MLS-ONLY (No TAX and COMP Data)
FEES effective August 27, 2008**

	1 st QTR JULY-SEPT	2 nd QTR OCT-DEC	3 rd QTR JAN-MAR	4 th QTR APR-JUNE
NEW BROKER				
Application Fee	\$ 600	\$ 600	\$ 600	\$ 600
Office Fee	\$ 360	\$ 270	\$ 180	\$ 90
Personal Application Fee	\$ 200	\$ 200	\$ 200	\$ 200
Personal Dues	\$ <u>410</u>	\$ <u>310</u>	\$ <u>210</u>	\$ <u>110</u>
TOTAL	\$ 1,570	\$ 1,380	\$ 1,190	\$ 1,000
NEW AGENT				
Application Fee	\$ 200	\$ 200	\$ 200	\$ 200
Personal Dues	\$ <u>410</u>	\$ <u>310</u>	\$ <u>210</u>	\$ <u>110</u>
TOTAL	\$ 610	\$ 510	\$ 410	\$ 310
EXISTING BROKER (Due on July 1st each year)				
Office Fee	\$ 360			
Personal Dues	\$ 410			
TOTAL	\$ 770			
EXISTING AGENT				
Personal Dues	\$ 410			

**NEFMLS, Inc. RECIPROCAL FEES (Individual)
effective August 27, 2008 are as follows:**

	1st QTR	2nd QTR	3rd QTR	4th QTR
	JULY-SEPT	OCT-DEC	JAN-MAR	APR-JUNE
NEW BROKER				
First Year	\$ 1,370	\$ 1,027	\$ 685	\$ 342
Second Year	\$ 770	\$ 577	\$ 385	\$ 192
NEW AGENT				
First Year	\$ 610	\$ 457	\$ 305	\$ 152
Second Year	\$ 410	\$ 307	\$ 205	\$ 102
TAX and COMPS (Solds)				
NEFMLS PRICE	\$ 300	\$ 225	\$ 150	\$ 75
or				
Secondary member of NEFAR				
TAX and COMPS (Solds)	\$ 130	\$ 77	\$ 235	\$ 182

**NEFMLS, Inc. RECIPROCAL FEES (Entire Office)
effective August 27, 2008 are as follows:**

	1st QTR	2nd QTR	3rd QTR	4th QTR
	JULY-SEPT	OCT-DEC	JAN-MAR	APR-JUNE
NEW BROKER				
First Year	\$ 1,050	\$ 787	\$ 525	\$ 262
Second Year	\$ 650	\$ 487	\$ 325	\$ 162
NEW AGENT				
First Year	\$ 450	\$ 337	\$ 225	\$ 112
Second Year	\$ 350	\$ 262	\$ 175	\$ 87
TAX and COMPS (Solds)				
NEFMLS PRICE per person	\$ 300	\$ 225	\$ 150	\$ 75
or				
Secondary member of NEFAR				
TAX and COMPS (Solds) pp	\$ 130	\$ 77	\$ 235	\$ 182

Individual Listings under the statewide reciprocal are \$100 each not to exceed 5 listings per NEFMLS year per firm.

OTHER FEES:

Dues Late fee	\$ 50
Reinstatement Fee	\$ 100
Add Listing fee for members	\$ 25
COMP Book on CD	\$ 25 plus shipping
ADOBE Acrobat Approval	\$ 42.80 inc. sales tax
NSF, closed account or	
Disputed credit or debit card	\$ 25
FlexMLS PC Software	\$ 99 plus tax

NOTE: Unless otherwise specified herein any office or licensee that has a past due statement for any fees in excess of 45 days may be made inactive.

APPENDIX B
PENALTIES and VIOLATIONS
October 20, 2005

The following are PENALTIES and VIOLATIONS of the Northeast Florida Multiple Listing Service. These are in addition to other potential violations of the NEFMLS Bylaws, NEFMLS Standards of Conduct, REALTOR Code of Ethics, and NEFMLS Rules and Regulations. The Northeast Florida Multiple Listing Service, Inc. Board of Directors has the right to impose additional fines for offenses not mentioned. Nothing herein shall override specific fines otherwise contained in any of the aforementioned documents.

PENALTIES are as follows:

	CITATION	MAJOR FINE
1st offense within 3 years*	\$50 FINE and/or a written warning to be forwarded to the broker and kept in the broker file at NEFMLS	Automatic \$ 200
2nd offense	Automatic \$ 100	Automatic \$ 400
3rd offense	Automatic \$ 150	Up to \$1,000 if subject to NEFMLS board review which would determine the conditions and the amount of the fine.

Providing name and password to a non-member is an automatic \$ 1,000

*The 3 years begin as of the first day of the month in which the first offense is recorded.

Violations must be corrected within 24 hours after notification. CITATIONS and MAJOR FINES must be paid within 10 days from the date of the notification. The CITATION or MAJOR FINE will double if not paid within 10 days. If all CITATIONS and MAJOR FINES are not paid within 30 days, further action may be imposed by the NEFMLS Board of Directors

MAJOR FINES could be imposed due to include repetitive offenses (more than 3 within a year) or refusal to pay a CITATION or MAJOR FINE that would necessitate NEFMLS Board review.

VIOLATIONS may result in CITATIONS, MAJOR FINES as well as penalties that may include suspension, expulsion and other remedies such as filing an ethics complaint with NEFAR for violations, arbitration for unpaid fines and any legal action if necessary.

VIOLATIONS are as follows:

CITATION

Using street name field for advertising (pool)
Listing multiple floor plans on same lot
Missing required field information
Incorrect credit for a sale
Late Listing
Late status change
Late price change, extension, or change in terms
Contact info in directions, public remarks, photo(s) or virtual tours
Mobile or Manufactured home not identified as such.
Release of confidential or private information
Failure to disclose proper listing type
Failure to post commission as a dollar amount or a percent
Failure to disclose broker/licensee as owner
Failure to notify of a change in member status
Failure to report rental sale as a monthly total (05/19/04)

MAJOR PENALTY

Deliberate removal of address information from expired listings
Failure to put a listing in withdrawn status if not available for showing
False depiction of a property via photo or virtual tour
Failure to disclose Variable/Dual Rate commission
Failure to disclose other variations on commission
Failure to correct a violation after being notified
Falsely submitting a listing
Failure or refusal to submit a listing
Falsely extending a listing
Failure to comply with IDX rules
Failure to comply with VOW rules
Failure to notify of sellers intent to not compensate coop broker
Failure to respond to a request for information from NEFMLS
Unauthorized access
Publishing a lockbox or alarm code within a listing (10/20/04)

AUDITS

An audit team (comprised of MLS Staff) will audit and track MLS activity, notify Participant/Subscriber and assess applicable fines.

A monthly report to the MLS Board of Directors is required in order to know who the offending Participant or Subscribers are and the amount of the FINE being assessed.
Fines will be assessed per Participant/Subscriber but collected per Participant.