

# **WEST PENN MULTI-LIST, INC.**

## **RULES AND REGULATIONS**

**Effective**

**March 1, 2017**

## WEST PENN MULTI-LIST, INC.

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## **WEST PENN MULTI-LIST, INC. RULES AND REGULATIONS**

The West Penn Multi-List, Inc. is committed to providing the most innovative and cost effective multiple listing service to its Subscribers. The West Penn Multi-List, Inc. provides state of the art programs for the benefit of the brokers and their agents. These programs are offered to stay current with advancing technology and enhance the professionalism of the brokers and their agents which results in unparalleled service to their customers. The West Penn Multi-List, Inc. strives to protect the integrity of the data while recognizing that the data is the exclusive property of the Broker.

### **SECTION 1. DEFINITIONS**

- 1.1 SUBSCRIBER** – The term "**SUBSCRIBER**" OR "**MULTI-LIST SUBSCRIBER**" shall mean a Pennsylvania Real Estate Broker (with a PA State approved office) or a Certified Pennsylvania Appraiser who is subscribing to the Multiple Listing Service of the West Penn Multi-List, Inc. pursuant to the procedures set forth in Section 2. This term shall also include "affiliate subscriber" as described herein.
- 1.2 SERVICE** – The term **Service or Multi-List Service** shall mean West Penn Multi-List, Inc.
- 1.3 BROKER** – The term "**BROKER**" shall mean any person, partnership, association or corporation duly licensed as a Pennsylvania Real Estate Broker by the Pennsylvania State Real Estate Commission and who holds a valid /active Pennsylvania Real Estate Broker License along with a PA State approved office. This does not include an Associate Broker.
- 1.3 (a) APPRAISER** – The term "**APPRAISER**" shall mean any person who holds a valid/current Appraiser Certification from the State of Pennsylvania. This individual may become a Subscriber to the Service as long as proper documentation can be presented along with the application and additional requirements. For each appraiser affiliated with said Subscriber appraiser, the holder of the Subscribership must furnish West Penn Multi-List, Inc. with insurance information indicating any additional appraisers affiliated with Appraiser Subscriber. This format falls under the guidelines in the Rules and Regulations and the Subscriber Appraiser will be responsible, for payment, to the West Penn Multi-List, Inc. for each appraiser affiliated with said company.
- 1.3 (b) AFFILIATE SUBSCRIBER** – The term "**AFFILIATE SUBSCRIBER**" shall mean any Certified Home Inspector who becomes a Subscriber to the service in accordance with the terms and conditions as established and/or

amended by the Board of Directors of the West Penn Multi-List, Inc. Affiliate Subscribers may not be transferred under any circumstances.

Any time the Subscribership experiences a change in ownership or Broker of Record or Certified Appraiser, it is a requirement that the West Penn Multi-List office be notified of the change in writing within 48 hours of occurrence.

A change in ownership will result in a "Transfer Fee" due to West Penn Multi-List, Inc. (Refer to 2.6). The Transfer Fee will be due if the change results in new principles being identified for the Subscriber. Change of ownership is also recognized under the following conditions:

- (a) *The incorporation of a sole proprietorship or partnership is a change of ownership.*
- (b) *The formation of a partnership by two or more existing subscribers is a change of ownership.*
- (c) *The adding of a new Partner to a Partnership or deleting a Partner from an existing Partnership is a change of ownership.*
- (d) *Any change in the members of a Partnership, either by adding new Partners or removing existing Partners is a change of ownership. The merger of a sole proprietorship, a partnership or a corporation into an existing corporate subscriber is not a change of ownership for the surviving corporation, but it will extinguish the subscribership of the merged entity.*
- (e) *The addition or removal of a Shareholder of a corporate subscribership is not a change of ownership.*

**1.4 LISTING AGENCY** – The term **LISTING AGENCY** shall mean the "agent" that has listed the property, the office manager of the listing agent or the broker of the listing agent.

**1.5 SELLING AGENCY** – The term **SELLING AGENCY** shall mean the "agent" who procures an offer to purchase a property, the office manager of the selling agent or the broker of the selling agent.

**1.6 COVERAGE AREA** – The term "**COVERAGE AREA**" shall mean the Counties of Allegheny, Armstrong, Beaver, Butler, Washington, Westmoreland, Clarion, Crawford, Fayette, Greene, Indiana, and Lawrence, Mercer, Somerset, Venango, Erie, and any other area designated from time to time by the Board of Directors as a coverage area.

**1.7 CORPORATE LISTING** – The term "CORPORATE LISTING" shall mean a listing signed by a party other than the actual owner of the property. The Corporate Listing is required to have written confirmation from the

Corporation to list the property in the West Penn Multi-List, Inc. or authorization to the listing company.

- 1.8 OWNERSHIP OF LISTING CONTENT** – The individual listings and listing content are recognized as the exclusive property of the Listing Broker/Subscriber.

## **SECTION 2. SUBSCRIBERSHIP**

- 2.1 QUALIFICATIONS** – Every Broker/Appraiser as defined in Section 1 shall be eligible to be a Subscriber of the West Penn Multi-List, Inc. except:

- A.** A Subscribership shall not be available to a real estate franchisor or to any organization acting as a service agency to individual brokers when such franchisor or service organization is not engaged in the brokerage or appraisal of real estate for its own account and which would utilize Subscribership in West Penn Multi-List, Inc., for the purpose of disseminating listings to franchisers, brokers, independent appraisers being serviced by a service organization.
- B.** In the case where a broker is a franchisee or is a participant of a service group, but trades or brokers real estate under said broker's individual name, said broker must be a Subscriber of West Penn Multi-List, Inc., in order to receive the benefits of the West Penn Multi-List, Inc.
- C.** Referencing an Appraiser Subscriber it must be apparent that the Appraiser Subscriber does not provide an outside entity with any of the confidential materials available within the West Penn Multi-List, Inc. This means that each Appraiser Subscriber will be required to produce proof (through insurance coverage) that such affiliated appraiser is in fact affiliated with said company. The Appraiser Subscriber may not provide West Penn Multi-List, Inc. data/information to any non-affiliated appraiser or to any un-Certified Appraiser. Failure to comply could result in expulsion.
- D.** If a broker (of record) or appraiser no longer carries a valid broker license, office license or certified appraiser certificate the Subscribership will be placed on inactive status. The broker/appraiser will have 60 days to rectify the problem or the Subscribership in the West Penn Multi-List, Inc. will be expelled.
- E.** If a broker (of record) or appraiser would like to place their Subscribership on the market for sale through the West Penn Multi-List, Inc., they will have a period of six (6) months from the date of notification to West Penn Multi-List, Inc. to sell/transfer their

Subscribership. During this six (6) month period of time some fees may be discontinued if the Subscriber is no longer doing business as a real estate or appraiser entity. If the Subscribership remains unsold after six (6) months the broker/appraiser will then be placed back on the “active” list regarding charges and fees (if any fees were reduced during this time element). The broker/appraiser may continue to market the Subscribership “for sale” but any pending fees that were not charged during the original six (6) month period will be resumed after the six (6) month period of time.

- F. Any Subscriber that owed West Penn Multi-List, Inc. any sum for fees, etc., shall not be eligible to attempt to rejoin WPML and become a new or renewed Subscriber and/or shall not be eligible for access to any Services unless all sums that were due and owing are paid in full.

**2.2 APPLICATION** – An application for Subscribership is required to be submitted to West Penn Multi-List, Inc. on the forms required by the Service. The application shall be accompanied by the following items before processing can begin:

1. Completed and signed Application.
2. Completed and signed Subscriber Agreement.
3. A check in the amount of the CURRENT admission fee (non-refundable).
4. A copy of the applicant’s CURRENT Pennsylvania Real Estate Broker License or Pennsylvania Appraiser Certification.
5. A copy of the applicant’s office approval from the State of Pennsylvania (this applies to real estate applicant only).
6. Acceptance of Policy and Procedures-Rules and Regulations  
The applicant will be required to submit a signed copy of the paperwork relative to the acceptance of the Rules and Regulations of the West Penn Multi-List, Inc. prior to acceptance.

The Executive Director shall review each applicant, which shall satisfy itself that the applicant meets the qualifications outlined on the application for Subscribership.

It is imperative that all real estate applications are accompanied with a copy of the OFFICE LICENSE or a copy of the STATE APPROVAL from the inspector and Appraisers submit the Certification from the State of Pennsylvania.

**2.3 EFFECTIVE DATE** – A Subscribership shall become effective upon approval by the Executive Director and notification thereof to the broker/appraiser. Acceptance shall not take place until:



- A. Receipt by the Service of the one (1) time admission fee by certified check, cashiers check, money order or check.
- B. The applicant's signed and executed Multi-List Service Agreement, agreeing to abide by the By-Laws (if a Shareholder) and Rules and Regulations of the Service; to indemnify and save harmless the West Penn Multi-List, Inc. and its Subscribers from losses or damages suffered by reason of the submission of erroneous information and; to all other matters contained in said agreement.
- C. In the case of a Transfer of Subscribership the current Subscriber will be required to have their account paid in full, all West Penn supplies must be returned, all lock boxes are required to be returned (7) seven days PRIOR to transfer and all unaccounted for lock boxes MUST be paid for in full (7) seven days prior to transfer. Failure to comply within (7) days PRIOR to transfer date will negate the transfer for the next scheduled meeting for Transfer approval.

**2.4 WITHDRAWAL/TERMINATION** – A Subscriber may terminate his/her Subscribership at any time in the West Penn Multi-List, Inc., by delivering written notice to the Central Office. A Subscriber withdrawing shall not be entitled to any refund of any dues or initiation fees paid to the Service.

Upon notice to terminate the Subscribership, the following format is required to be followed:

- A. All forms, supplies, materials, Keys, lock boxes and other West Penn property is to be returned to the Service within 48 hours of notice to cancel the subscribership. Failure to return materials and lock boxes will result in replacement costs billed to broker. Any missing lock boxes are chargeable to the broker at the current replacement fee.
- B. Written instructions must accompany the notice to cancel that gives West Penn the authority to cancel your listings in the Service. Sold/Closed listings will remain in the system for comparable purposes.
- C. Written notice is to be sent to all sellers (by the Broker) listed with the Service that their listing will be removed from the West Penn Multi-List, Inc. or transferred to another Subscriber company.

If after a Subscribership in the West Penn Multi-List, Inc. is withdrawn/cancelled or transferred and the broker decides at a later date that he/she would like to rejoin the Service, the current initiation fee will be

due and payable upon receipt of the application by the West Penn Multi-List, Inc., as well as any previous indebtedness owed.

**2.5 TERMINATION/EXPULSION** – Any Subscriber under suspension, revocation, cancellation or loss of his/her Real Estate Broker's License or Certified Appraiser status may be terminated, suspended or expelled at the discretion of the West Penn Multi-List, Inc. Service. Subscriberships may be terminated, at the discretion of the Service, for violations of the By-laws or these Rules and Regulations. A Subscriber whose Subscribership is terminated shall not be entitled to any refund of dues or fees paid. All indebtedness to the West Penn Multi-List, Inc. must be paid in full. A Subscriber, who meets the criteria for Subscribership, may request reinstatement following the expulsion of their Subscribership. Only those Subscribers who satisfy the eligibility requirements shall be eligible for reinstatement. If so, the Subscriber shall not be required to pay the full initiation fee as a new Subscriber. Rather reinstatement shall be possible upon the payment of all past indebtedness to the West Penn Multi-List, Inc., and a reinstatement fee of one thousand (\$1,000.00) dollars. This option shall be made available to Subscribers on a **ONE-TIME-ONLY** basis. In the event of a subsequent expulsion, the Subscriber shall not be eligible for reinstatement at the reduced fee and shall be required to pay the fee for new Subscribers as determined by the Board.

**2.6 TRANSFER OF SUBSCRIBERSHIP** – In the event a Subscriber desires to sell or transfer their Subscribership and the purchasing party meets all requirements for new Subscribership in the West Penn Multi-List, the following format shall apply:

- A.** The selling Subscriber must notify the West Penn Office, in writing, of the intent to sell the Subscribership and the effective date.
- B.** Written directions must be given as to the disposition of all listings and agents of the selling office.
- C.** All unpaid debts to West Penn Multi-List must be paid in full seven (7) days prior to transfer of Subscribership.
- D.** A TRANSFER FEE (a price designated by the Board of Directors) must accompany a new Subscriber application.
- E.** All West Penn supplies, materials, SupraKeys and lock boxes are to be returned to West Penn. Lost/Missing boxes will carry a current replacement fee cost to the selling broker.

- F. The selling Broker, if a shareholder, is required to notify the Service of the disposition of the share(s) of stock, if applicable.
- G. Any and all notes due and payable to the Service must be paid in full prior to the transfer.
- H. A Transfer of Subscribership requires review by the Executive Director prior to Transfer.
- I. All electronic lock boxes must be returned to WEST PENN MULTI-LIST, INC. Unaccounted for lock boxes require the Broker to pay for replacements at current replacement cost.
- J. To the extent the information is available; the office where sales associates have relocated should be given to the Multi-List office.

The Broker requesting the Subscribership to be placed on the For Sale List will have One Year (12 consecutive months) to sell the Subscribership. The calculation of the time period will begin with the first day that West Penn Multi-List, Inc. is placed on notice regarding the sale of the Subscribership.

If after twelve (12) consecutive months on the For Sale List, the selling broker does not consummate a sale, the Subscribership shall be rendered non-saleable and will be removed from the For Sale list and the listing Broker shall not receive compensation.

**The transfer will NOT be approved until ALL requirements are met.**

- 2.7 **CORPORATION SUBSCRIBERSHIPS** – A corporation that is duly licensed as a Real Estate Broker or Appraiser by the STATE REAL ESTATE COMMISSION/STATE OF PENNSYLVANIA may become a Subscriber of the West Penn Multi-List, Inc. Each Corporation is required to obtain its own separate Subscribership notwithstanding the fact that all of the stock of two (2) or more corporations is owned by one (1) individual or that the corporations operate under the same name or that one (1) corporation is the holding company of another. This specific requirement does not apply however, to one corporation who maintains branch offices as authorized under the Rules and Regulations of the Real Estate Commission.
- 2.8 **SUBSCRIBERS WITH BRANCH OFFICES** – Every Subscriber who maintains branch offices in the State of Pennsylvania is required to include those offices as part of the West Penn Multi-List, Inc. system. All sales associates and appraisers associated with any branch office shall be required to participate in the monthly charge designated as MLS Service

Fees. All real estate sales associates will be required to list all properties designated as mandatory listings within the Rules and Regulations of the West Penn Multi-List, Inc. unless the office location is outside the designated coverage area.

- 2.9 PROHIBITION ON RECEIPT OF REFUNDS** – Any Subscriber who is delinquent in payments, suspended, terminated, expelled, canceled or transferred their subscribership shall not be entitled to any refund of any dues or fees paid if a refund is issued for any given year. Only those offices that are “current” Subscribers at the time of refund distribution will be eligible to receive a refund. If the Subscriber does not meet the eligibility requirements as outlined a refund will NOT be issued.

**REFUNDS WILL ONLY BE APPLICABLE TO ANY NEW SUBSCRIBER THAT HAS JOINED THE WEST PENN MULTI-LIST, INC. PRIOR TO JULY 1<sup>ST</sup> OF THE YEAR OF THE REFUND. HOWEVER REFUNDS ARE NOT DUE NOR WILL THEY BE PAID TO “AFFILIATE SUBSCRIBERS” BECAUSE THEY DO NOT PAY THE SAME FEES AS OTHER SUBSCRIBERS.**

- 2.10 TERMINATION OF SERVICES** – The Service recognizes that the Broker-Appraiser Subscriber to West Penn Multi-List, Inc. utilizes the services of many Associate Brokers, Sales Associates, and Certified Appraisers. The Service also recognizes that Brokers, Associate Brokers, Sales Associates, and Certified Appraisers deal directly with the public and that any unfavorable actions by anyone designated in this group could adversely affect the West Penn Multi-List, Inc. as well as the entire real estate industry. For that reason, the Service reserves the right to terminate its Services to any Broker, Associate Broker, Sales Associate, Certified Appraiser or Sales Associate Director who, in the opinion of the Service, does not conform to the professional standards established by the National Association of REALTORS and the Rules and Regulations of the West Penn Multi-List, Inc.

If any person is aggrieved by the actions of Service in terminating their services, they may appeal such action to the Board of Directors whose decision shall be final and binding on all parties.

- 2.11 LIMITED SUBSCRIBERS** – A Certified Real Estate Appraiser, as defined in Section 1, may become a limited Subscriber to the Service. Such limited Subscribers shall be entitled to access the information available through the Service. However, a limited Subscriber shall have no right to list or sell real estate or to have any other privileges of Subscribership other than accessing information and usage of SupraKeys as herein provided.

**2.12 HOME INSPECTORS** – Certified Home Inspectors qualify for an Affiliate Subscribership in the West Penn Multi-List, Inc. with their own set of Rules and Regulations. Home Inspectors have limited access to the actual online system. This information is to be utilized to secure the proper showing procedures and property location.

Home inspectors may only permit access to the home/premises that they are inspecting to the actual Buyer(s), the actual homeowners, and those who reside at the property. The Home Inspector is responsible to confirm the identity of the actual Buyer(s), and such confirmation is dependent upon the person(s) identified as the Buyer(s) on the executed Agreement of Sale.

If other individuals, such as family members, etc., would like to accompany the Buyer(s), then a licensed real estate agent must be present to provide access to the property as the Home Inspector is limited to only providing access to the Buyer(s). The Home Inspector is not responsible to provide access to any individuals other than the actual Buyer(s) at a home inspection. Other individuals may view the home at a later date with a licensed real estate agent if they are unable to attend the actual home inspection due to the unavailability of a licensed sales agent.

If a Home Inspector violates this procedure, they will be fined, and if this persists, they will lose their Affiliate Subscribership in the West Penn Multi-List, Inc.

### **SECTION 3. LISTINGS**

**3.1 MANDATORY LISTINGS** – All properties/rentals listed with the Service are Exclusive to West Penn Multi-List, Inc. Every Subscriber shall place for listing with the Service ALL of the following types or categories of listings obtained or received by said Subscriber with the MLS coverage area. No listing may be placed with the West Penn Multi-List, Inc. by anyone other than a Subscriber of the West Penn Multi-List, Inc.

**A. RESIDENTIAL** – Single family dwellings (RES)-which also includes townhouses, condos, co-ops, modular, mobile and manufactured homes.

**B. TO BE BUILT** – Properties that have not had a foundation poured or laid. (TBB). Once a foundation is present the listing is to be moved to RES and the TBB changed to X (Expired).

**C. RESIDENTIAL INCOME** – Up to and including four (4) units. This type of listing, if zoned MULTI, is required to appear in the Multi-Unit Section of the online. (MUL).

- D. **SUB-DIVIDED/VACANT LOTS** – All vacant land/lots that have not had foundations poured or laid. (FAL).
- E. **FARMS/AGRICULTURAL ACREAGE** – Farms, farm property and property zoned agricultural are classified into this section of the online (FAL).
- F. **MOBILE HOMES** – A mobile home regardless of whether it includes an interest in real estate may be listed in the system. This section applies only to pre-owned mobile homes. The mobile home for sale would need to include a parcel of ground or verification of a lease for that ground that is it currently positioned.

A MOBILE HOME is a structure manufactured before 1976, designed and used exclusively for living quarters or commercial purposes, but only incidentally operated on a highway.

- G. **MANUFACTURED HOUSING** – A structure manufactured after 1975, transportable in one or more sections, which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air conditioning and electrical systems contained therein. The term shall include any structure, which meets all the requirements of this definition with respect to which the manufacturer voluntarily files a certification required by the United States Department of Housing and Urban Development.
- H. **NEW CONSTRUCTION** – If the new construction has no foundation poured/laid, it is to be placed in the TBB section of the online. If this is violated, a fine of \$100.00 will be levied. If a foundation has been laid/poured, the new construction must appear in the RES section of the online and removed from TBB by changing the status to an “X” (expired).
- I. **OUT OF STATE LISTINGS** – No property outside the State of Pennsylvania shall be deemed a mandatory listing. This rule could change by direction of the Board of Directors of West Penn Multi-List.
- J. **ACTIVE LISTING STATUS** – No property shall be entered into the West Penn Multi-List, Inc. unless it is actively for sale. A listing may not be entered as “A” (active) then reported as “C,” “U,” or “S” at data entry. If this occurs, a fine of \$500.00 will be levied to the

listing agent. All listings must be actively available for all Subscribers prior to securing an agreement.

**3.2 EXCLUSIVE COMPANY LISTING** – If a seller decides that they do not want to have their property listed in West Penn Multi-List, Inc. system, the Service requires the following:

- A. The listing may NOT be taken on West Penn Multi-List, Inc. standard forms. If this occurs, a fine in the amount of \$500.00 will be levied to the listing agent.**
- B.** A form, provided by West Penn Multi-List, Inc. (West Penn Multi-List, Inc. Exclusive Company Listing Acknowledgement), is required to be on file at the WPML office prior to signage, advertising, and personal notification that a property is being processed exclusively with one Broker. Listings for new construction which are under Agreement are excluded from this Rule.
- C.** The WPML Office must receive the Exclusive Company Listing Acknowledgement form within 72 hours of the acceptance of the Exclusive Company Listing by the Subscribing Broker. The effective date shall commence within 72 hours (three (3) days) of the signature date. Failure to satisfy these terms will result in a fine to be levied against the listing agent, as described herein.
- D.** If an Exclusive Company Listing is taken on any other WPML form provided by the Service, then such listing becomes a MANDATORY listing and will carry a fine if not entered into the WPML system within the 72-hour time period.
- E.** If a listing is reported as NOT adhering to the Rule 3.2 and there is no form on file at the West Penn Office, a fine in the amount of \$500.00 will be levied upon the listing agent.
- F.** Exclusive Company Listings that go under agreement or sold/closed prior to the submission of the required form to the West Penn Multi-List, Inc. may not be submitted/entered into the WPML Office online service for statistical or computation purposes. Violation of this Rule shall result in a fine of \$500.00 per occurrence billed to the listing agent.

Upon request, the listing/selling office is required to provide the WPML Office with documentation to validate the date the Listing Agreement was signed. These copies will be reviewed only for purposes of validating the date of execution, and the documents

will be destroyed thereafter, as it remains the policy of the WPML to not retain copies of Listing Agreements.

**G.** The Rule shall become effective February 1, 2016.

**3.3 LISTING PLACEMENT** – Each listing entered into the WPML system has a designated location by property type and zoning. Listings may be initially entered in multiple sections to assist in marketing the property. However, when the listing CLOSES it may only be closed out in the correct area of ZONING. All other listings that were entered as duplications but in other property types are required to be EXPIRED and NOT reported as SOLD. Only one (1) property address may be reported as sold.

Listings that are zoned RESIDENTIAL are required to be placed in the RES section of the system only. The charge for each listing will be billed to the listing office.

Listings that carry a MULTI-UNIT designation/zoning may appear in RES, CIB and MUL simultaneously. The charge for each additional listing will be billed to the listing office.

Listings that carry a CIB designation/zoning may appear in CIB, RES and MUL simultaneously. The charge for each additional listing will be billed to the listing office.

***All listings that are placed in more than one section of the online simultaneously must carry the “designated” zoning information in the first line of REMARKS so that the information is not misleading to the consumer and agent.***

Vacant land that has not had ground broken and zoned residential may only appear in the FAL section of the system unless it fits the criteria associated with TBB (To Be Built listings). Vacant land may not appear in the FRR or FARM section of FAL unless it is zoned agricultural.

If the vacant land or lot is listed in the WPML system and a construction package is subsequently signed for that lot, then the listing for the lot would be EXPIRED and NOT reported as SOLD status. The lot and dwelling to be built on that lot would be entered as a new RES listing. In the event there is a construction package attached to the Lot and the Lot is reported as Sold, the WPML Office will remove the listing for the Lot and notify the Broker and Agent of the infraction.

When any one (1) of the simultaneously placed listings has a change in status (example: “C,” “U,” “W,” “X”) all listings must carry the change in



status. Failure to comply will result in a fine of \$100.00 per listing that carries the wrong status information. **The remaining additional listings must carry the status of “X” – not “W” or “S” status. The additional listings entered must carry an “X” – not “W” or “S.”**

When any of the simultaneously placed listings have SOLD/CLOSED only ONE (1) of the properties may carry the SOLD data. The choice for reporting will be determined by the accurate zoning. Any subsequent listings entered in addition to the original listing are to be reported as Expired (“X”) when the listing closes. This change must be completed within 48 hours of closing or a fine of \$50.00 per day from when the status change occurred will be levied.

**All listings are required to appear in the township or borough where their taxes are levied.**

All listings submitted to West Penn Multi-List, Inc. for processing must appear in the correct township, borough, etc. If a listing is placed in an incorrect area a \$25.00 per day fine will be levied to the listing agent until corrected.

In the event of a severe violation, West Penn Multi-List, Inc. reserves the right to place a listing on HOLD until compliance can be met.

**3.4 OPTIONAL LISTING** – A Subscriber has the option to list the following property types at their discretion:

- A. Business Opportunity
- B. Industrial
- C. Commercial
- D. Multi-Units - Over four (4) Units

If a Subscriber elects to process an "Optional Listing," the prescribed forms of the Service are required to be completed within the specified time period as outlined by the Service for mandatory listings.

**3.5 LISTING PROCEDURES** – Every listing submitted for processing in the Service is required to be taken on the forms provided by WPML. The Seller Disclosure Statement is to be completed in accordance with the Real Estate Seller Disclosure Law of Pennsylvania.

1. Standard Exclusive Listing Contract – This form may not carry revisions, additions, or deletions to the typeset portion of the

contract (except for type of deed) printed by West Penn Multi-List, Inc. Every listing shall be entered into the online system within 72 hours of the COMMENCEMENT DATE in the body of the Standard Exclusive Listing Contract. Failure to comply will result in a \$500.00 per occurrence fine levied to the listing agent. If an agent/broker re-enters a listing after it has been placed on HOLD status without approval from the Service, a fine in the amount of \$200.00 will be levied to the Broker/Agent in question.

2. Use of Existing Images is expressly prohibited when properties are re-listed following the release/cancellation of a listing, any Subscriber who wishes to re-list the property is prohibited from using the images from the prior listing in the new listing. A violation shall occur if the existing images are downloaded or used in the new listing. The information contained within each listing is recognized as the property of the Broker. The fine for each violation of this Rule is \$100.00. Each fine shall be levied on a per listing basis.

*An exception exists to this rule for the images that are the property of the homeowner and can be substantiated or if the property is being re-listed by the same agent, affiliated with the same company as originally listed, or by written acknowledgement by the listing Broker to the newly designated listing agent.*

3. Online forms may not be altered in any fashion-alteration or modification of any of the forms available online is strictly prohibited. Should any of the forms that are available online, whether the forms are PAR, WPML or otherwise, be altered or modified in any fashion, the listing will be placed on hold status and a fine of \$100.00 per each listing will be levied against the Subscriber responsible for the modification of the form. Repeat violations of this Rule may result in the suspension of the Subscriber's West Penn Multi-List privileges.
4. The information that appears in the REMARKS, DIRECTIONS and TOUR INFO or any other free field format is intended to include information concerning the physical components of the listed property only. This means that no personal information regarding the agent, agency, website addresses, URL's, bonus arrangements, agent offers, telephone numbers, email addresses or any other information not related to the property in question may not appear in the listing data fields. This format also applies to attachments to the listing. This does not affect the field designated as URL.

The fine for entering any information not deemed to be specific to the property as indicated in this Rule will result in an immediate \$25.00 fine to the agent and the listing will be placed on HOLD status until written authorization is given to the WPML office to correct the item(s) in violation.

If anyone other than the deeded owner is signing the listing contract and remaining documents, proper identifying paperwork is required. In the case of a Corporation Listing, Guardianship, Power of Attorney, Limited Power of Attorney, etc. it is required by the service. A copy of the death certificate is NOT required for an executor/executrix.

5. Listings entered into West Penn Multi-List, Inc. must be active listings for sale.

The West Penn Multi-List, Inc. will not accept listings that have been placed under agreement or sold (status "C," "U," or "S") prior to the listing commencement date in the West Penn Multi-List Standard Exclusive Listing Contract. Any listing that violates this Rule will result in a fine of \$500.00 levied upon the listing agent. Each separate offense will be subject to a separate fine. Such listings shall also be deleted from the system immediately regardless of the length of time taken on the original listing document.

If there is a discrepancy in determining the validity of the listing information, the West Penn Multi-List office has the right to request the listing agent to produce the Standard Exclusive Listing Contract and/or the Sales Agreement for review. Copies of these documents will be destroyed (via shredding) after they are reviewed as it is the policy of the West Penn Multi-List, Inc. to not retain these documents.

The EFFECTIVE DATE of the listing contract is the date that appears in the BODY of the listing contract in an area designated as COMMENCEMENT DATE. If for some reason, that date changes PRIOR to the seller(s) affixing their signature to the listing contract, the date may be changed as long as the seller(s) initial the change.

Any listing entered into the online system more than 72 hours (three (3) days) beyond the COMMENCEMENT DATE will not be processed and will be placed on HOLD in the online system.

If a listing is entered into the online system after the 72-hour time period has passed, a fine of \$500.00 per occurrence will be charged to the listing agent.

*The West Penn Multi-List, Inc. may request copies of the listing contract for date verification.*

If an agent re-enters a listing that has been placed on HOLD status in the online system by the West Penn Service without proper documentation/ documents, the agent will be fined \$200.00.

The placement of any type of advertisement, including a WEB address, phone number or any other information within the body of ALL photographs submitted to the West Penn Multi-List, Inc. is expressly prohibited. Violation of this restriction will result in a fine being levied upon the offending individual or office for **\$250.00**. Notice will be provided to the individual that the violation **MUST** be corrected within three (3) business days or the amount of the fine will be subject to increase, depending upon the number of actual listings, which violate this Rule. If said violations are not corrected by the fourth (4<sup>th</sup>) business day, the amount of the fine levied upon the individual Subscriber/Office will be **\$100.00 per listing or photo** which is found to violate this Rule.

When submitting images into the online system and electing to add additional comments to the images, it is not permissible to add any comments that identify the names(s) of the listing company, the listing agent, telephone numbers or any type of website address. This section is only for comments that relate to the property image.

- 3.6 CHANGES IN LISTINGS** – Any change in listing price, status, or any other change from the original listing contract and data submission shall be made only when authorized in writing by the seller(s). All changes are to be reported in the online system within 72 hours or a fine of \$50.00 per day will be levied.

**A CHANGE STATUS FORM SHOULD NOT BE SENT TO WPML IF THE CHANGE HAS BEEN IMPLEMENTED IN THE ONLINE SERVICE.**

Do not send any type of change form to West Penn Multi-List, Inc. if you have performed the change in the online system. Keep the documents for your records. Do not report Sold status in advance of the closing.

A change in STATUS is the responsibility of the listing office to report the change in the online or via mail/fax if Internet access does not exist. If the listing office fails to report the change in status the responsibility to report this change will revert to the selling office. The selling office will then be required to complete a Change Status Form and submit this document to WPML for processing via mail/fax within the specified time element.

Failure to comply with the above format will result in a \$50.00 per day fine until the status change has been reported in the online system of West Penn Multi-List, Inc. In this case, the fine will be levied to the listing and selling office for failure to report the status change in the online system.

This Rule will also apply to a listing office that receives a notice of cancellation, as outlined in the listing contract, and fails to change the status of the listing to expired ("X") after the ten (10) day notice has elapsed. A fine of \$50.00 per day will be levied to the LISTING AGENT until the status change is effected. If the listing agent changes the status to withdrawn ("W") versus the expired ("X") status the fine will be levied for identifying the wrong status at \$50.00 per day.

- 3.7 WITHDRAWAL OF LISTINGS –** WITHDRAW means TEMPORARILY OFF THE MARKET. A listing may be withdrawn from the Multi-List Service by the Listing Broker at the request of the owner(s) before the expiration date of the listing contract (negotiable days). There is no charge to the listing office for a listing withdrawal but the original listing fee is due the Service. The withdrawal of a listing prior to its expiration date does not affect the validity and enforceability of the listing and the Seller and Listing Agency continue to be bound by the terms of the listing contract until its termination. This should not be confused with the termination of a listing, which is status "X."

If a listing is WITHDRAWN (status "W") it will remain in the system for the 365 days for which it was contracted or until the seller sends a notice of cancellation to the listing agent in compliance with the listing contract.

A listing fee will be required to be paid to the Service regardless of the length of time the listing has appeared in the system. This is not to be confused with the CANCELLATION of a listing.

- 3.8 HOLD LISTINGS –** An office may not re-enter a listing the Service has changed to a **HOLD** status. If this occurs, a fine of \$200.00 will be levied to the listing agent.
- 3.9 EXCEPTIONS TO A LISTING –** A West Penn Standard Exclusive Listing Contract may not carry exceptions in any form. An example of an acceptable exception would be a Deed restriction and/or income guidelines. Under no circumstance shall the listing contain any exception or contingency which could be construed as discrimination due to age, sex, religion, national origin or any other factor. Any listing with a contingency must be brought to the attention of the Executive Director of the West Penn Multi-List, Inc. (in writing) BEFORE the listing is placed in the West Penn Multi-List, Inc. system. Notification MUST be prominently placed in the AGENT REMARKS section of the listing. If a listing is

entered into the system and West Penn discovers an exception or contingency that has not been pre-approved, the listing will be placed on HOLD in the system. An exception may be deleted by the seller(s) on the initial contract but this area is required to carry the seller(s) initials.

**3.10 TERMINATION OF LISTING** – A West Penn listing may be terminated by the parties using the procedure defined in the Standard Exclusive Listing Contract. The ten (10) day NOTIFICATION period, as outlined in the Standard Exclusive Listing Contract, begins with the FIRST POSTMARK DATE that appears on the envelope sent to the Listing Broker via CERTIFIED MAIL (return receipt). The date of the first postmark is considered day #1 when computing the ten (10) day notice. Termination remains contingent upon delivery of the notice at the proper address.

The termination notice may be sent ten (10) or more days PRIOR to the Early Termination Date as defined in the Standard Exclusive Listing Contract. The parties need not wait until the negotiated period of time has elapsed before sending the notice of cancellation to the listing office. If a party elects to send the termination notice more than ten (10) days before the Early Termination Date, this will not terminate the listing contract before the actual Early Termination Date defined in the contract. Rather, the listing will expire and be transferred to “X” status effective as of midnight on the Early Termination Date agreed to by the parties in the Standard Exclusive Listing Contract contingent only upon the notice being sent ten (10) or more days prior to the Early Termination Date.

Example: A listing is taken on July 1, for 30 days. On July 10, the owner/seller sends the Certified Letter. The listing should then be changed to status “X” effective midnight of July 30. If the notice of termination is sent on July 23, the listing will continue for ten (10) days beyond July 23 and will expire midnight of August 1.

The termination of the listing, as described herein, requires the online system status be changed to carry the status of “X.” A terminated listing may NOT carry a W status in the online system. Failure to comply with this Rule will result in a fine of \$5.00 per day to the original listing agent from the date of termination.

At no time may the listing information be removed from the system or altered in such a fashion that it renders the online information useless. If a violation of this type occurs, a \$100.00 fine will be levied against the listing agent.

**3.11 LISTING POLICY** – All listings are the exclusive property of the Broker of Record unless specifically agreed upon otherwise.

### 3.12 CORPORATE LISTINGS

- A. When an existing listing is taken over by a Corporation, a new listing number, new listing contract, new property input sheet, new property disclosure statement and new consumer notice are required. The previous listing must be expired from the system.
- B. When processing a Corporate listing, the Corporate Representative is to sign the Standard Exclusive Listing Contract or submit a letter authorizing the Listing Broker to sign on behalf of the Corporation.
- C. In any Corporate Listing, it is permissible for the Listing Agent to substitute the words "Corporate Listing" or "Corporate Owned" in the spaces designated for the Owner's name.
- D. West Penn Multi-List, Inc., will not accept any Corporation Clause that is exclusionary to the Broker's compensation.
- E. Offices accepting a Corporate listing are bound by the Corporate agreement regarding notification of cancellation.

**3.13 CONTRACT TIME** – The area designated in the contract with a blank \_\_\_\_\_ (Early Termination Date) is referring to the length of time the Agreement shall remain in effect before it may be terminated. If the parties agree upon an Early Termination Date, the blank is to be completed by inserting a date between one and 365 days. By law, the term of the listing contract may not exceed one (1) year. Therefore, if a date is inserted which results in a period of more than one (1) year, the contract is presumed to terminate at midnight of the one-year period.

All West Penn Multi-List, Inc. listings are taken for a period of up to 365 days and may be terminated after the length of time negotiated with the Seller. Listings may not be extended beyond 365 days. New paperwork is required for a Re-List.

When a Subscriber receives notice to cancel the listing from the owner(s), it is the listing office's responsibility to change the expiration date (or notify the Central Office in writing to terminate the listing). The expiration date should be changed to reflect a date which is ten (10) days from the first postmark on the envelope, but no sooner than the date selected by the parties as the Early Termination Date.

#### EXAMPLE

If a listing is dated January 1, and the negotiated termination period is 30 days, a party may send the notice to terminate anytime prior to the

30<sup>th</sup> day for the contract to terminate on the 30<sup>th</sup> day. Termination becomes effective on the Early Termination Date so long as the postmark on the Certified Letter is at least ten (10) days prior to the Early Termination Date. If the notice is not postmarked and sent until the 40<sup>th</sup> day to terminate, then the contract would continue on until the 50<sup>th</sup> day.

**3.14 LISTING LOCATION** – Each listing may now appear in multiple areas of the MLS online system. However, the listing, when sold, may only be reported once and not multiple times. The other related listings must carry the status of “X” (expired) and not “S” (sold).

**3.15 PROTECTION PERIOD –**

"A new listing contract automatically cancels and supersedes any rights under any prior listing contract, except under the conditions in A, B and C."

- A.** A Listing is terminated by the owner, or expires; *and*
- B.** It is re-listed by the same owner with another Broker in West Penn Multi-List, Inc., within 10 days after the effective date of termination of expiration; *and*
- C.** Within 10 days of the effective date of termination or expiration of the first listing (whichever occurs first), it is, for the first time, put under contract to a Buyer or Buyers at least one of whom was shown the interior of the property during the period of the first listing, then the original Listing Broker shall be entitled to the listing commission. Other than the above, the rights that the first Listing Broker might otherwise have in a sale to a Buyer who was shown the property during the original listing, but to whom it was put under contract during the period of the second listing, shall flow to the second Listing Broker.

**Example 1:**

If Broker A has a listing that was terminated by the owner, allowing for the ten (10) day termination notice, effective July 1, and the property is subsequently listed by the same owner with Broker B on July 5, then if the property is put under contract on or before July 10, to a purchaser(s) one of whom was shown the interior of the property during the term of the original listing contract, Broker A is entitled to the listing commission.

**Example 2:**

In the above illustration, if the property were put under contract on July 12, then the listing commission would be payable to Broker B since the ten



(10) day period runs from the effective date of termination and not from the date Broker B lists the property.

- 3.16 LISTING INSERTION** – A listing may only be placed in the West Penn system upon execution of the prescribed forms issued by the Service. All owners are required to sign the Standard Exclusive Listing Contract, Property Input Statement, All Pages of the Seller Disclosure Statement and Consumer Notice or any other forms that may be added from time to time.

No listing may be entered into the system until all signatures are affixed to the Standard Exclusive Listing Contract, Property Input Statement, Seller Disclosure Statement and Consumer Notice.

- 3.17 OWNERS SIGNATURE** – All owner(s) are required to sign the listing documents. If the deed is recorded in more than one (1) name, ALL owners MUST sign the documents.

- 3.18 NAME OF OWNERS** – The person signing as the owner is required to produce documents proving their ability to list the property for sale.

If the proper owner's name depends on other documents such as Power of Attorney, Guardianship, etc., West Penn Multi-List, Inc. requires a copy of such documents. However, a copy of the death certificate is not required when signing as executor/executrix.

See Section 3.12(C) for Corporate Listings.

- 3.19 PRESCRIBED FORMS** – The Service from time to time will alter its forms. When this occurs, all Subscriber offices will be notified of the change. Thereafter, all Subscribers are required to use the new forms.

- 3.20 LISTING CONTINGENCIES** – A listing may NOT be placed in the online system if the listing is contingent upon the owner/seller finding a suitable dwelling or purchase of another home. If a listing is entered into the online with such a contingency, the listing will be placed on HOLD until written verification of removal is received by the West Penn Multi-List, Inc. by the owner/seller.

A property shall not be placed in the system unless a separate deed is available for conveyance of the parcel. However, in the event a contingency exists that the parcel must be subdivided then the property may be placed in the system if the listing agent fully discloses this contingency in AGENT REMARKS section during data entry. ***The listing agent is responsible for making this disclosure in the AGENT REMARKS section.***

The listing agent and the seller/owner will have 72 hours after notification to either remove the contingency or remove the listing, except as noted in Rule 3.9. West Penn requires documentation from the owner/seller regarding the removal of the contingency/exception before the listing can be reactivated in the online system.

**3.21 LISTING POLICY AND PROCEDURE** – Each listing entered into the online system will be required to follow the requirements stated below:

- A.** All blank areas on the listing contract must be completed.
- B.** All owners are required to sign a Listing Contract.
- C.** All listings entered into to the West Penn Multi-List are required to be taken on the forms prescribed by the West Penn Multi-List. There is an exception for exclusive agency listings. The West Penn Multi-List, Inc. accepts both exclusive agency and exclusive right-to-sell listings.
- D.** A listing may appear in the online system more than once. However, when the listing closes (sold) it may only be reported once. All other related listings must carry an “X” (expired) status.
- E.** Any pre-approved changes made on the listing contract, as well as write-over and scratch outs, must be initialed by the owner(s).
- F.** In the case of a Corporate Listing, the listing agent should have a copy of the Corporation Contract.
- G.** The West Penn Standard Exclusive Listing Contract may not be altered except by permission of the Executive Director.
- H.** If a bonus is offered for a particular listing, the offer must be made to the Selling Broker/Agency. The offer may not be made to the Selling Agent. This information may only appear in Agent Remarks.
- I.** A listing may not be entered with a contingency, except subdivisions or new construction.

Each deeded listing must carry its own listing number within the West Penn Multi-List online system. Properties that have their own lot and block number and/or are separately deeded properties may not be grouped together under one listing number for sale.

There are some exceptions to this Rule, e.g., no access/land locked or no appreciable land mass.

- J.** The section of the Property Input Statement designated as SAC/BAC/TLC requires the insertion of the compensation being offered by the Listing Broker to the selling Broker. This is a mandatory section. A Listing Broker may modify the SAC/BAC/TLC offered to Brokers without notifying the Service of such modification. A zero (0) is an acceptable answer.
- K.** If there is a different commission offered for an in-house sale, on any listing, this fact must be disclosed in the ICD section of the Property Input Statement and online system.
- L.** When a listing is entered into the online system and the listing information indicates that a lock box is present, that lock box is required to be a lock box furnished by the Service and available for entry by all Subscribers. Failure to comply will carry a fine of one hundred (\$100.00) dollars.
- M.** There are specific areas identified in the online system as MANDATORY fields. If these fields are not completed with the correct information, a fine of five (\$5.00) dollars per day will be levied to the listing agent until the areas are completed or corrected.
- N.** If at any time an agent/broker places a non-Service supplied lock box on a listing in the West Penn System, and (in the online) this listing carries information on how to access the lock box, the listing will be placed on HOLD status and the agent/broker will be informed that this information should be removed from the online system. Upon removal of this information, the listing will then be reactivated. Only Service provided lock boxes may be placed on properties listed in the West Penn Multi-List, Inc.

If a corporation is listing a property with a broker/agent and they require "their own" lock box be present for maintenance purposes this is acceptable in the West Penn Multi-List, Inc. but it may not be indicated anywhere in the online information.

- O.** **Square Footage – Single Family Dwelling or Building:** When entering data into the online system for the field titled **Square Footage**, the information shall be limited to the square footage of the Single Family Dwelling or Building only. The information entered should not include the square footage of the land the dwelling or building is located upon. Square Footage is not a

mandatory field and is optional. The WPML is not responsible for nor do they direct the manner in which this information is obtained. Each agent subscribing to the Service is encouraged to consult with the Broker of Record as to the manner in which this information should be obtained before it is entered in the system. WPML recommends that the agent keep accurate records and verification on where the information was obtained. The subscribing agent should obtain direction from the Broker of Record as to whether this information is obtained from County tax records, an appraisal, Realist®, or another source.

**3.22 REASON FOR REMOVAL OF LISTING** – The Service may, at any time, remove a listing that does not conform to the Rules and Regulations of West Penn Multi-List, Inc.

**3.23 IMAGES** – Each office/company is required to provide their own images within the online Service.

Photographs are no longer accepted by the West Penn Multi-List office for insertion in the system. Each broker/agent is responsible for the insertion of images as well as the care and maintenance of the images uploaded.

In SLOT #1 of the image sequence, an EXTERIOR VIEW OF AN ENTRANCE TO THE PROPERTY listed is required. There are no exceptions. If anything other than an EXTERIOR VIEW OF AN ENTRANCE TO THE PROPERTY image is uploaded into the system, the fine is set at \$100.00 and will be levied to the listing agent. The agent will have 24 hours to correct the violation. If the image in question is not removed/replaced, the West Penn office will remove the image. If the West Penn office removes the image, the agent will be notified and will then have 24 hours to add an EXTERIOR VIEW OF AN ENTRANCE TO THE PROPERTY. Failure to comply will result in an additional \$100.00 fine.

Additional images of the listing may be uploaded to the system using the recommended format acceptable to the vendor. The additional images may vary from additional exterior images, interior images, survey, property images, pool, etc. All images MUST be of the property for sale/lease (or of amenities available if it is a community which offers specific add-ons). No personal images of agents, business cards, signs, advertising or other information is acceptable. If in doubt, contact the West Penn Multi-List office for more details.

- A. The West Penn Multi-List has the right to remove any image that does not conform to the listed requirements or is inappropriate.

- B.** The West Penn Multi-List, Inc. will levy a \$100.00 fine to anyone that removes pertinent listing information or images from the online system. Example: Information removed from a listing that has expired or has been withdrawn or sold (but not limited to these statuses) such as: owner name, address, etc. All information that was previously associated with a listing MUST remain with that listing in the system regardless of status, with the exception of show.

The homeowner may request removal of images (except for the EXTERIOR image in SLOT #1) after the sale of said property.

- C.** When properties are re-listed following the release or expiration of a listing the broker/agent re-listing the property is prohibited from using the previous images from the prior listing in the new listing. All images, as well as listings, are the property of the broker of record and remain with the listing in the system at the company where the property was originally listed. Unless it is the original listing agent affiliated with the original listing company, or if the Broker of Record gives written permission to the agent requesting usage of the image(s).

A violation occurs if images from a previous listing are uploaded to a new listing. The fine for this infraction is \$100.00 per image per occurrence and the image(s) must be removed within 48 hours of notification of the Rule infraction. Failure to respond will result in additional fines, removal of image(s) or finally the listing placed on HOLD status. Each fine will be levied on a per listing basis.

- D.** An exception exists to this rule for the images that are the property of the homeowner, and they must have proof of ownership.
- E.** Within four (4) days of the listing date, all new listings with a dwelling/building constructed thereon shall be required to have an exterior view of an entrance to the property image of the dwelling. The exterior view of an entrance to the property is to be inserted in SLOT #1 of the listing. Failure to comply with this requirement shall result in a fine of twenty-five (\$25.00) dollars per day for each day Subscribers are found to be in violation. This Rule shall apply to all RES, MUL, CIB with a structure, and FAL with a structure listings that have a building or dwelling erected thereon. This rule will apply to all status of listings.

- F. The listing Broker retains all proprietary rights of the Listing, including the images. Images that have been uploaded onto the online system may be utilized by another company/agent under the following circumstances only:
1. The original listing company may permit the use of these images by another Subscriber upon WRITTEN authorization by the LISTING BROKER. *Permission for such use is not valid if provided by an associate broker or listing agent. Permission may only be obtained from the LISTING BROKER.*
  2. The letter allowing the use of the images is required to be sent to the West Penn MLS office prior to use or a fine of \$100.00 will be levied to the office that is utilizing the images without written authorization.
  3. The letter authorizing the use must clearly and expressly identify those images which may be used by another Subscriber, and only the Subscriber who is being granted permission to use the images shall be permitted to display the images.
  4. Each time the property is listed it will require a letter of authorization if the company listing the property plans to reuse the images. Each such letter must only pertain to a specific listing and a specific listing number.
  5. Failure to follow this format will result in an immediate \$100.00 fine.

**3.24 PROCEDURE TO OPT OUT OF DISPLAY OF LISTING INFORMATION -**

The PAR OPT form, as may be amended, defines certain options for the Seller to elect concerning the display of property information. The Seller may elect the option of not having the property information and/or address displayed on the internet. The Seller may also elect options for how the property is displayed on a VOW and or IDX website. WPML Subscribers are required to return the PAR Seller Opt-Out Addendum to the Listing Contract to the WPML Office within 72 hours of this form being completed. The failure to return this form to the WPML Office within 72 hours shall result in a fine in the amount of \$250.00 per occurrence.

**SECTION 4. SELLING PROCEDURES**

- 4.1 SALES AGREEMENT** – When an agreement of sale is signed (fully executed by all parties) the sale must be reported within 72 hours of execution or a per-day fine of \$50.00 will be levied. The reporting of this

information is the responsibility of both the office listing the property and the office selling the property.

The listing office would report the sale via the on-line Service and the selling office (if not the same) would send a Change Property Disclosure Statement to the West Penn office via mail or fax if the listing company has not complied.

**4.2 CONTINGENCIES – A listing may only be placed under the status of "C" if the owner/seller(s) is willing to CONTINUE TO SHOW the property and TAKE BACK-UP AGREEMENTS.**

If the "C" status is used when in fact, the owner/seller(s) is not willing to take back-up agreements to the property a fine in the amount of \$100.00 will be levied to the listing agent as well as a fine in the amount of \$50.00 per day from date of fully executed sales agreement until the status is corrected online.

The listing may NOT carry an "A" (active status) in the online system when an agreement is in effect **except in the case of specific language that releases the seller to sign a subsequent agreement of sale with NO notice of cancellation to the buyer(s) of the first agreement.** This clause (addendum) must be sent to the West Penn Multi-List, Inc. (with listing number noted on the addendum).

This language would be comparable to the PAR SSP/CM Addendum or any subsequent addendums PAR may add to its roster of forms for reference purposes.

The listing status may not be changed to active until either the PAR form REL or TER has been signed by the appropriate parties or party. PAR forms SSP/TKO and SSP may not place the listing to active status.

Any listing that carries a signed sales agreement MUST carry a status of "U" or "C." If the listing carries an "A" status (see above exception), a fine will be levied to the listing agent from the date of the sales agreement at \$50.00 per day until the status is changed in the online system to "U" or "C."

**4.3 NO SHOWINGS RULE – Procedure for violations as a result of showing a property when other Subscribers are led to believe property is not available for showing.**

Effective January 1, 1998, the Board of Directors of the West Penn Multi-List, Inc. added an addendum to the current No Showing Rule. There will be NO concessions regarding an infraction of this new amendment.

**It will be improper for a listing agency to permit a property to be shown when other Subscribers are led to believe the property is not available for showing. It is also improper for any broker or sales associate to violate a "NO SHOWING NOTICE" by either contacting the owner, directly or indirectly, or doing any act which attempts to evade the terms of the "NO SHOWING NOTICE." Violation of this Rule will result in a minimum fine of \$500.00 and may be subject to a fine of up to \$1,000.00 per occurrence, depending upon the circumstance.**

We suggest when you indicate "no showing until a specific date" that you also change the SHOW information in the on-line system to correspond with your request as well as the CONTACT name and phone number.

1. Any alleged violation of the rule concerning "Showing a property when other Subscribers are led to believe the property is not available for showing" shall be referred to the Executive Director of West Penn Multi-List, Inc.
2. The Executive Director shall require the complainant to furnish a written description of the alleged violation. **A complaint may only be filed by the Subscriber Broker. No complaint will be considered if not in writing and signed by the Complainant.**
3. The Executive Director shall conduct an independent investigation of the alleged violation:
  - a) If such investigation reveals that no actual violation has occurred, the Executive Director shall notify the Complainant of the results of the investigation and shall make note in the file that the Complaint was dismissed.
  - b) If the investigation by the Executive Director reveals that there may be reasonable grounds to believe a violation has occurred, then the procedures set forth in Paragraph 4 shall be implemented.
4. The Executive Director, upon determining that a violation may have occurred, shall forthwith forward a copy of the written complaint to the Subscriber Broker (the "Respondent") who has been charged with such violation. This written Complaint shall be accompanied by a letter containing the following information:
  - a) That the Respondent shall have a period of twenty (20) days in which to file a written answer to the Complaint.



- b) That the Respondent may be represented by Counsel at every stage of the proceedings.
  - c) That a hearing will be held before the entire Board of Directors of West Penn Multi-List, Inc. (the "Board") and that the Board has the power to assess a fine up to \$1,000.00 if the respondent is found guilty of such charges.
  - d) The time, date and place of the hearing.
  - e) That the Respondent may produce witnesses and introduce documentary evidence at the hearing.
5. If the Executive Director determines that the alleged violator is associated with an office of any member of the West Penn Board of Directors, such Board member shall forthwith excuse themselves from any further participation in the proceedings.
6. At the scheduled hearing, the following procedures shall apply:
- a) The President of the Board shall conduct the hearing. Legal matters and procedures shall be decided by Counsel for West Penn Multi-List, Inc. The hearing shall be conducted in an informal manner and strict rules of evidence shall not be enforced.
  - b) The Complainant shall proceed first by introducing witnesses and documentary evidence to support the Complaint. The other party or any member of the Board shall permit cross-examination of any witness.
  - c) At the conclusion of the Complainant's presentation, Respondent may introduce witnesses and documentary evidence to rebut the Complaint. Cross examination shall be permitted by the other party or any member of the Board.
  - d) At the conclusion of Respondent's presentation, complainant may briefly introduce any new rebuttal testimony or documentary evidence.
  - e) At the conclusion of the testimony, all parties may make a short closing address with the Respondent making the first speech.

- f) At the conclusion of closing addresses, the President shall declare the hearing closed.
- g) The entire Board who were present at the hearing shall, within two weeks from the close of the hearing, by majority vote, render a written decision. If the Respondent is found guilty of the charges, the decision shall state the amount of the fine levied.
- h) The decision of the Board shall be final and not subject to any appeal.
- i) Any costs or charges incurred by any party shall be assumed by such party.

**4.4 CANCELLATION** – A cancellation of a sale, or termination of a sale agreement, shall be reported in the on-line system within 72 hours or a fine will be levied for an incorrect status (\$50.00 per day).

**4.5 TIME/METHOD OF REPORTING** – All reports required to be implemented under this section shall be made within 72 hours of the occurrence of the matter to be reported or by entering the information on the Subscriber's computer terminal, or in the case where a Subscriber has no computer terminal, by mail, email, or fax to the Multi-List office.

If the reporting of sales or under agreements is not reported within 72 hours from the time of all signatures being affixed, a fine will be levied from the Multi-List office at \$50.00 per day.

**4.6 REPORTING LEASE PURCHASE/INSTALLMENT LAND CONTRACT** – A listing that has been put under contract with a lease purchase, lease option or installment land contract is to be reported as a sold listing as soon as the Buyer has taken possession of the residence.

**4.7 ADVERTISING** – Each Broker shall advertise only his/her own listings and shall not advertise the listing of any other Broker without the written consent of the Broker of Record.

**4.8 BUYER'S NAME** – Anyone not completing the Buyer's name area in the on-line system (unknown is not acceptable) will receive an initial fine of one hundred (\$100.00) dollars plus an additional fine of \$5.00 per day from date of closing. The use of initials for a last name is not acceptable. The last name of the Buyer is required.

**4.9 STATUS REQUIREMENTS** – When a listing status is changed in the online system, it is the responsibility of the agent to secure verified, signed documentation of the change.

In the event of a sales agreement, the agent is required to receive a copy of the fully executed sales agreement with ALL signatures affixed. Until this completed paperwork is received by the agent, the status cannot be altered.

A notice of listing cancellation MUST follow the prescribed format clearly defined in the Standard Exclusive Listing Contract. This format requires the owner(s) to send a CERTIFIED LETTER return receipt to the listing broker giving a ten (10) day notice of cancellation. If the owner does not follow this defined format in the listing contract (as long as the amount of negotiable days has elapsed) the listing will remain with the original listing broker.

**4.10 SHOW EXPLANATIONS:**

**These explanations became part of the West Penn Multi-List Rules and Regulations effective July 1, 1997.** This rule applies to Agents and Appraisers.

**APT OCC** – Appointment with occupant: The showing real estate agent/appraiser is to call the owner, occupant or contact of the property to schedule an appointment to show the property. This field means that there is NO lock box present on the property. If a showing agent/appraiser is informed that there is a lock box on the property (or the showing agent finds a lock box on the property) West Penn must be notified. Upon notification West Penn will fine the LISTING AGENT \$100.00. The LISTING AGENT will have 30 days to pay the fine or their SupraKey will be deactivated until the fine is paid.

**APT LIS** – Appointment with listor: The showing agent/appraiser is required to call the listing agent to schedule an appointment to show the property. This field means there is NO lock box on the property. If a lock box is on the property, a fine in the amount of \$100.00 will be levied to the LISTING AGENT. The LISTING AGENT will have 30 days to pay the fine or their SupraKey will be deactivated until the fine is paid.

**CALL/LB** – Call lock box: The showing agent/appraiser is required to call the owner/contact to show the property. If the showing agent is unable to reach the owner/contact, the property MAY be shown using the lock box to gain access. If the property owner/contact has an

answering machine, the showing agent/appraiser is to leave a message on the machine that they are going to show the property and the date and approximate time of the showing. Naturally, if the showing agent/appraiser is successful in reaching the owner/contact, an appointment can be made to show the property. If the showing agent/appraiser does not call and attempts to show the property, a fine of \$100.00 will be levied to the showing agent/appraiser. This fine will be levied directly to the showing agent/appraiser. The showing agent/appraiser will have 30 days to pay the fine or their SupraKey will be deactivated until the fine is paid. Prior to using a lock box on an occupied listing, the showing agent/appraiser is required to announce entry (with doorbell if available or knocking on door). If the owner/contact has a "NO SHOWING" bag installed over the lock box, the property may NOT be shown. If a showing agent/appraiser attempts to show a property that has a "NO SHOWING" bag installed a fine of \$100.00 will be levied to the showing agent/appraiser. This fine must be paid within 30 days or it will result in the showing agent's/appraiser's SupraKey being deactivated. The SupraKey will be reactivated when the fine is paid. If there is no lock box on a property and the listing information stated that a lock box is present, a fine in the amount of \$100.00 will be levied to the listing agent. If the fine is not paid within 30 days, the listing agent's SupraKey will be deactivated until the fine is paid.

**VAC/LB –** Vacant/Lock Box: The property is vacant/unoccupied and may be shown by utilizing the lock box. If the showing agent/appraiser attempts to show a property that indicates VAC/LB and there is no lock box present, the listing agent will be billed for a \$100.00 fine. This fine will be required to be paid within 30 days. If the fine is not paid within 30 days, the listing agent's/appraiser's SupraKey will be deactivated until the fine is paid in full.

**APT/LB –** Appointment Lock Box: A lock box is present on the property. The showing real estate agent/appraiser is required to contact the name shown in CONTACT in the listing information or other contact arrangements stipulated in the REMARKS area for a showing. It is understood that a showing of this particular property may ONLY take place with an APPOINTMENT. If the showing agent/appraiser violates the SHOW instructions a fine of \$100.00 will be levied to the agent/appraiser. If it has been determined that a violation has occurred the showing information will be secured from the lock box to levy the fine. The agent/appraiser who violated the SHOW request will be fined \$100.00 (for each offense) and have 30 days to pay the levied fine. If the fine is not paid within the 30 day period

the user's Services (Supra access and MLS) will be placed on hold until the fine is paid in full.

**KEY/LIST** – Key/Listor: In order to show this property the key to gain access is available for pick-up at the listing office. The key **MUST** be returned the same day unless other arrangements are made with the listing agent or office manager. If after 48 hours the showing agent/appraiser has not returned the key – the agent/appraiser's services will be placed on **HOLD** until key is returned. If key is unavailable for use after 48 hours of a request a \$5.00 per day fine is levied to the Listing Agent until the key to the property is produced. This fine levied to the Listing Agent will have a due date of 30 days. If the fine is not paid within 30 days, the Listing Agent's SupraKey will be deactivated until the fine is paid in full. If a lock box is present on the property, a fine in the amount of \$100.00 will be levied to the Listing Agent. The Listing Agent will have 30 days to pay the fine in full. If the fine is not paid the Listing Agent's SupraKey will be deactivated until the fine is paid in full.

**CALL TEN** – Call Tenant: This property is currently occupied by a tenant and a Lock Box is not present. "Prior" to showing the property the **TENANT** must be called to make an appointment to show. The tenant's name and phone number **MUST** be listed in the Contact area of the input sheet or a per-day fine of \$5.00 will be levied to the listing agent from date of listing. This fine will have a 30 day period to be paid. If not paid, the Listing Agent's SupraKey will be deactivated until the fine is paid in full. If a lock box is present on the property a fine in the amount of \$100.00 will be levied to the Listing Agent. This fine will have a due date of 30 days. If the fine is not paid within 30 days, the Listing Agent's SupraKey will be deactivated until the fine is paid in full.

**OTHER** – Other: Call listing agent to receive showing information. If a lock box is present, a fine of \$100.00 is levied to Listing Agent. This fine is due and payable within 30 days. If the fine is not paid within 30 days, the Listing Agent's SupraKey will be deactivated until the fine is paid in full.

The West Penn Multi-List, Inc. will not recognize a lock box on any property unless it is indicated as such in the **SHOW** area of the input sheet and/or in the on-line system. If a lock box is present on a property and it is not indicated in the online a fine of \$100.00 will be levied to the listing agent. The WPML recognizes only Supra Lock Boxes on properties.

## **SECTION 5. MLS SERVICE FEES**

**5.1 SERVICE FEES** – Each month the Subscriber (as defined by these Rules, including Affiliate Subscribers) will be charged for each licensed agent/certified appraiser, affiliate, or authorized user utilizing the services provided by the West Penn Multi-List, Inc. These charges shall be determined by the Board of Directors of the West Penn Multi-List, Inc. and the amount of the charges may be set or modified at the discretion of the Board.

All MLS Service Fees are required to be paid upon receipt of the invoice by the Subscriber. Failure to pay the indebtedness within the specified time will result in suspension of services and possible expulsion.

MLS Service Fees encompass a variety of services: Online Service, Lock Boxes, Forms, and Upgrades to the system, Training, Help Desks for Keys and Online Service, Supply Delivery, Online Training, and onsite assistance.

MLS Service Fees will be charged to each Subscriber, Affiliate, or authorized user for each licensed agent/certified appraiser affiliated with each Subscriber office. From time to time the West Penn Multi-List will review the state website and add active agents to an office if they are not registered. Any Subscriber affiliated with their company will find that they will be charged MLS Service Fees for these additional associates if they currently do not appear on their roster to be charged for MLS Service Fees. This will be done without notice. This also applies to any Broker advertising agents affiliated with their company but not subscribing to MLS Service Fees. These agents will be added to the Broker's MLS Service Fee monthly charge.

If at any time West Penn Multi-List, Inc. is alerted to the fact that any agent is listing properties under another agent's name while they are in fact listed by an individual not currently charge for MLS Service Fees, the Service will have the right to add the individual to the next month's billing cycle. A \$100.00 fine will be levied to the agent who is a current Subscriber to the Service for this infraction.

## **SECTION 6. AGENTS/APPRAISERS/AFFILIATES**

**6.1 PURCHASE REQUIREMENTS** – Each Subscriber is required to order MLS Service Fees equal to the number of agents/appraisers/affiliates/licensed assistants/licensed administrative assistants/authorized users (including part-time and teams) associated with said Broker/Appraiser. This may change at any time by direction of the Board of Directors of West

Penn Multi-List, Inc. West Penn Multi-List, Inc. does not permit sharing services or system information.

At any time, if a Broker/Appraiser advertises that an authorized user is affiliated with his/her company, the West Penn Multi-List, Inc. will add this individual to their MLS Service Fee Roster without notification. The West Penn Multi-List, Inc. will file the substantiating document used to secure this data in the company's file for their reference.

If the West Penn Multi-List, Inc. is notified that a Broker is listing properties under one agent's name while they are in fact listed by another agent that is not listed under the MLS Service Fee Schedule, then the Service will have the exclusive right to add the agent's name in question to the MLS Service Fee account of that Broker and, in addition, a fine in the amount of \$100.00 will be levied to the Broker of Record. If this happens on more than one (1) occasion, the Broker of Record will be asked to attend a Board of Directors Meeting for further discussion, fine, or possible suspension or expulsion.

In the case of an appraisal firm, if the West Penn Multi-List, Inc. is notified that an Appraiser is sharing the data or allowing the Appraiser's User ID# to be utilized by non-Subscribers within his/her office, a fine in the amount of \$100.00 will be levied to the Appraiser Subscriber. If the Appraiser Subscriber shares West Penn Data with a non-Subscriber or an outside source looking to secure the confidential data owned by the Broker of Record of the West Penn Multi-List, Inc. the Appraiser Subscriber will be asked to appear before the Board of Directors for a fine and possible expulsion from the West Penn Multi-List, Inc. Appraisers are not to furnish the MLS confidential data to anyone that is not formally affiliated with their organization.

**6.2 CANCELLATION OF MLS SERVICE FEES FORMAT – MLS Service Fees may be cancelled under the following conditions and following the format below:**

- A.** A letter signed by the Broker/Manager/Certified Appraiser must be sent to the West Penn Multi-List Office informing the Service to terminate the individual from their office and the effective date. Agents cannot cancel MLS Service. The letter must be signed by the Broker, Manager, Certified Appraiser, or Certified Home Inspector. If the agent is going into escrow or referral a copy of that paperwork is required to be submitted with the notice.
- B.** The cancellation letter **MUST** arrive at least ten (10) days before the last day of the month for cancellation in the following month. The letter is required to provide the Office ID# of the office

canceling the agent/certified appraiser or affiliate and it is required to provide the name and assigned AGENT ID# of the person in question.

If the office has information as to where the agents/certified appraisers or affiliates are relocating, we ask that this also be provided at the time of correspondence. **NO VERBAL CANCELLATION WILL BE HONORED!**

- C.** If transfer information on the agent, certified appraiser, or home inspector is not provided at the time of cancellation the individual's Key will be deactivated until notification is provided (in writing) to the West Penn Multi-List, Inc.
- D.** All existing listings carrying the individual's ID# should be transferred to another active agent/broker within the office that carries an active ID# by the Broker of Record.
- E.** After the cancellation notice is received by West Penn Multi-List, Inc. all services to the individual will be canceled. This means that they will no longer have access to the MLS System, the Key will be deactivated.
- F.** All Keys and lock boxes must be returned to West Penn Multi-List office.
- G.** If an agent returns a Key this does not cancel their MLS Service unless a letter is received at WPML signed by the Broker, Manager, or Certified Appraiser informing West Penn of the cancellation. Only the Broker, Certified Appraiser, or Certified Home Inspector can cancel an agent's, appraiser's, or home inspector's Service. The return of a Key does not constitute cancellation unless specific instructions accompany the key.

**6.3 ELECTRONIC BOXES** – Lock boxes are the property of the West Penn Multi-List, Inc. They are leased to the Broker of Record of a Subscribing company. If the lock box is lost, stolen, damaged, inoperable, defaced, etc. in any way, the Broker will be billed a current replacement cost fee. Removal of an inoperable lock box will be at the time and expense of the Broker of Record. WPML may recall lock boxes at any time to circulate among its Subscribership. Lock boxes are NOT leased to agents nor are agents to remove lock boxes from any company upon their departure.

**The following may NOT be altered or a \$100.00 per item will be levied to the agent: You may NOT use CBS codes. You may not change**



**the shackle code and you may NOT change the time unless you are using the preset times of 24 hours or factory set hours.**

**6.4 SHARING OF SERVICES** – Sharing services between agents is NOT permitted in the West Penn Multi-List, Inc. This means that no services may be shared (online service, SupraKey, etc.) among the Subscribers. Example: agent/licensed assistant, husband/wife, mother/daughter, father/son, teams, etc. Regardless of the circumstances, each individual utilizing the Service is required to subscribe to the monthly MLS Service Fee independently.

**6.5 ADVERTISING AGENT, ASSISTANT, CERTIFIED APPRAISER, OR CERTIFIED HOME INSPECTOR AFFILIATION** – At any time, if an advertisement appears in any type of publication, radio, television, online, Real Estate Commission website, etc., that indicates a particular agent/certified appraiser, LICENSED assistant, or home inspector is affiliated with a company, and that individual is not subscribing to the monthly MLS Service Fee, the individual will be added to that particular company's billing statement without notification.

If this person feels that an error has occurred in adding this person to the company's billing statement, a signed notarized statement must be received at West Penn Multi-List, Inc. (signed by the broker or certified appraiser) stating the error. This statement must indicate that the individual is not actively involved in real estate and show validated proof that the license or certification is in escrow. If the same individual again surfaces in an advertisement, the broker, certified appraiser, or certified home inspector will be fined \$100.00 and placed on notice that future fine amounts will escalate and possible suspension could occur.

**6.6 SUBSCRIBERS HOLDING MORE THAN ONE (1) DESIGNATION** – In the event a Subscriber or Affiliate Subscriber holds more than one type of Subscribership, the following guidelines shall apply:

Example: If any of the West Penn Multi-List, Inc. Subscribers join as more than one (1) category of Subscribership, they would be required to pay the requisite fee for each separate category of Subscribership. The lock box key privileges would be tied to the fee arrangement that is conducive to the most usage of system programs.

If a Subscriber joins as a Certified Home Inspector and also as a Licensed Real Estate Agent, the individual would be required to be registered as a Licensed Real Estate Agent and pay the designated fee for each category of Subscribership to the West Penn Multi-List, Inc. They would qualify for only one lock box access.

Regardless of the designation, the Subscriber would be required to identify themselves and their affiliation upon securing a listing, appraising a listing, securing a sales agreement, or completing a home inspection. Failure to properly identify their capacity will result in a fine to be determined by the West Penn Multi-List, Inc. based on severity and possible loss of all Services for an appropriate time period.

## **SECTION 7. RESPONSIBILITY FOR ACCURACY**

- 7.1 LISTING BROKER'S RESPONSIBILITY** – Every Subscriber placing a listing with the Service shall bear full responsibility for the accuracy of the information submitted. Each Broker, by becoming a Subscriber of the Multi-List Service, automatically agrees to reimburse, indemnify, save harmless and forever defend West Penn Multi-List, Inc., or any member thereof, from any claim or action brought against West Penn Multi-List, Inc., or Subscriber thereof, on account of erroneous information submitted to the listing Service by said listing member.
- 7.2 ACCURACY OF ADVERTISING** – As a condition of Subscribership in the West Penn Multi-List, Inc. each Subscriber agrees that any and all advertising of any form that includes the West Penn Multi-List, Inc. name or in any way makes reference to the West Penn Multi-List, Inc. either directly or by implication, shall be accurate and provide a true picture of the listing data a does not exaggerate the listing data in any way. Reference to the number of listings that are available by and through IDX program must be accurate and not exaggerated or inflated in any way. Subscriber agrees to reimburse, indemnify, hold harmless and forever defend the West Penn Multi-List, Inc. from any claim or action brought against the West Penn Multi-List, Inc. or Subscriber on account of erroneous information contained in any advertisement. Subscriber acknowledges that the content of the advertisement is solely the responsibility of the Subscriber and not West Penn Multi-List, Inc. This restriction and agreement will apply to advertisements in any form, whether print, electronic media or other form.

## **SECTION 8. COMPLIANCE/ENFORCEMENT/PENALTIES**

- 8.1 FINES** – The Service shall impose fines upon each Subscriber, Agent, Appraiser, Affiliate and/or Authorized User who has violated any of the Rules and Regulations. A more in-depth method of fining will result for a second or subsequent offense. Each violation of any provision of these Rules and Regulations or By-Laws shall constitute a separate offense.
- A.** Agent/Appraiser/Home Inspector Fines - Any fines incurred by Agent/Appraiser/Home Inspector and/or Authorized User will be billed directly to the Agent/Appraiser/Home Inspector on a separate

billing process. If the balance of the fine is not paid in full within 30 days, the Agent/Appraiser/Home Inspector's Key will be deactivated and service discontinued. Upon payment of the fine, in full, the Key and Service will then be reactivated.

- B.** Information/Status Fines - Notice will be sent to the Agents directly and they will have five (5) days to comply. The fine will begin on the sixth (6<sup>th</sup>) day.

**8.2 SUSPENSION/TERMINATION/EXPULSION –** A Subscriber's Subscribership may be suspended or terminated if three (3) or more violations of the Rules and Regulations occur or three (3) or more past-due account notices occur within any 365 day consecutive period. Expulsion can occur if the Subscriber does not adhere to the Service's Rules and Regulations after official notification of violation is sent via Certified Mail (refusal of Certified Mail is not an acceptable issue for a grace period).

**8.3 SUSPENSION OF SERVICE DUE TO PAST-DUE ACCOUNT –** If an account is past due, notification will be sent to the Subscriber in question. If after 15 days the account is not brought up to date, suspension of ALL services to all affiliates within the company will occur in the following manner:

- A.** All Services to all individuals affiliated with the Subscriber will be suspended as well as the broker, certified appraiser, certified home inspector, and/or authorized users.
- B.** All West Penn Multi-List, Inc. Keys will be deactivated until account has been brought up to date as outlined in statement notice.
- C.** Online service to all users within the company will be curtailed until the account has been brought up to date as outlined in the statement notice.
- D.** All Services from West Penn Multi-List, Inc. will be unavailable to the Subscriber and all individuals associated with the Subscriber.
- E.** Dues to the Subscriber will incur during suspension and are due and payable.
- F.** Thirty (30) days after Service suspension has occurred, the account will be brought to the Board of Directors of West Penn Multi-List, Inc. for termination/expulsion of Subscribership. Once termination/expulsion has occurred and the Broker/Certified Appraiser/Certified Home Inspector wishes to subscribe to the

Service, the initiation fee and all past indebtedness is required to be paid before Subscription can be approved.

## **SECTION 9. DISPUTES**

**9.1 DISPUTES OF RULES AND REGULATIONS** – Any compensation dispute between Brokers or Agents that involve an interpretation of the Rules and Regulations must be settled by some means other than the West Penn Multi-List, Inc. The Multi-List has no Grievance Committee nor Arbitration Committee since they are not authorized to issue judgments regarding the division of fees or ethical practices between real estate companies.

**9.2 FEE DISPUTES** – Any fee disputes that may arise between brokers, agents, or offices must be resolved outside of the West Penn Multi-List, Inc. The West Penn Multi-List, Inc. is an information exchange for real estate brokers, agents and certified appraisers with specific Rules pertaining to the distribution and processing of data. The West Penn Multi-List, Inc. has no legal jurisdiction for disputes that may arise pertaining to a sales agreement or sale of a property.

## **SECTION 10. FEES AND CHARGES**

**10.1 CHARGES IMPOSED** – Subscribers shall pay such fees and charges as adopted by the Board of Directors from time to time.

1. Lock boxes are owned by West Penn Multi-List, Inc. and leased to the Broker of Record at no charge. Any lock box that is stolen, lost, defaced, damaged or deemed not re-usable by West Penn Multi-List will result in a current replacement fee cost levied to the Broker of Record/Subscriber.

Lock boxes are the property of the West Penn Multi-List, Inc. They are leased to the Broker of Record of a Subscribing company. If the lock box is lost, stolen, damaged, inoperable, defaced, etc. in any way, the Broker will be billed a current replacement cost fee.

Removal of an inoperable lock box will be at the time and expense of the Broker of Record. WPML may recall lock boxes at any time to circulate among its Subscribership. Lock boxes are NOT leased to agents!

**The following may NOT be altered or a \$100.00 per item will be levied to the agent: You may NOT use CBS codes. You may not change the shackle code and you may NOT change the**

**time unless you are using the preset times of 24 hours or factory set hours.**

2. Fines will be imposed to the listing agent for incomplete listing data in the West Penn system for the following missing or incorrect features:
  - A. **PROPERTY TAXES** – (Except new construction). Property tax is a required field and must be completed. Failure to complete will result in a \$5.00 per day charge to listing agents from list date. New construction/not assessed is excluded. WPML will accept the information provided by auto-population when this program goes into effect. However, if this area is blank in auto-population, the listing agent will be required to complete this area with the correct data within 48 hours of data entry into the system or a fine of \$5.00 per day from the list date will be levied to the listing agent.
  - B. **LOT SIZE** – The dimensions or square footage of a property are required. For properties with five (5) acres or more land, lot dimensions are not required. If lot dimensions are not available, a copy of the Deed must be sent to the West Penn Multi-List office. WPML will accept the information provided by auto-population. However, if this area is blank in auto-population, the listing agent will be required to complete this area with the correct data within 48 hours of data entry into the system or a fine of \$5.00 per day from the list date will be levied to the listing agent.
  - C. **OWNER(S) NAME** – The name (not initials) of the owner(s) must appear in the on-line system or a fine will be levied. See Section 3.12(c) for a Corporate Listing Owner's name. WPML will accept the information provided by auto-population. However, if this area is blank in auto-population, the listing agent will be required to complete this area with the correct data within 48 hours of data entry into the system or a fine of \$5.00 per day from the list date will be levied to the listing agent.
  - D. **SUB-AGENCY AND BUYER AGENCY COMPENSATION - (ICD) (SAC) AND (BAC)** – These areas on the input sheet are required fields and **MUST** be completed. The completion may **NOT** carry the full rate of the listing commission or the total minimum fee. It should be a decimal figure or dollar amount of what will be paid from the sales

price to the selling office at the time of closing and a zero (0) is an acceptable answer. Example: It may not carry 50%, 40%, 60%, etc. It should carry something such as 3.0, 2.5, and 5.0, etc. "Please note that the above are examples only and should not be misconstrued as rates fixed by the Service."

- E.** If there is a different compensation for an in-house sale on any listing, it must be indicated in the ICD area on the input sheet with a "Yes" or "No." Failure to do this will result in a fine of \$100.00.
- F. NSF or Account Closed Check –** A \$50.00 service charge will be levied to anyone that submits a check to West Penn Multi-List that does not clear the bank. NSF Checks or Account Closed Checks - If WPML office receives three (3) NSF or Account Closed Checks within a 12-month period, all future payments will be required to be made with CERTIFIED CHECK, MONEY ORDER or CASH. An NSF check may only be replaced with cash, certified check or money order.
- G.** The amount of a fine is set by the Executive Director and the Board of Directors. The fine amount may vary according to the severity of the violation or the number of occurrences the office tallies for the same type of violation.
- H.** A \$100.00 fine will be levied to the listing agent for removing pertinent information that appears in the online system. Example: Information removed from a listing that has expired or has been withdrawn (but not limited to these statuses), such as owner name, address, Slot #1 image, etc. All information that was previously associated with a listing MUST remain with that listing in the system, regardless of status.

**10.2 PAYABLE –** All fees and charges are due and payable by the 15th of the month following the month in which the fee or charge was incurred.

**10.3 SUSPENSION OF SERVICE –** All Multi-List services shall be suspended (except dues) for any Subscriber whose account shall remain unpaid for more than forty-five (45) days from the due date of said account.

If a suspended Subscriber wishes to re-instate service, such Subscriber must pay all outstanding indebtedness to the Multi-List. The Multi-List

office shall give at least fifteen (15) days written notice of intent to suspend service.

During suspension of service, the monthly dues levied by West Penn will continue to be charged to the past due account.

- 10.4 EXPULSION OF SUBSCRIBER** – Any Subscriber whose account shall remain unpaid for more than one hundred five (105) days from the due date of said account shall be expelled from the Subscribership in the Multi-List. If an expelled Subscriber should thereafter wish to re-join the Multi-List, all past due indebtedness plus a new initiation fee will be due.

The Multi-List office shall give at least fifteen (15) days written notice of intent to expel a Subscriber.

- 10.5 DISCREPANCY ON MONTHLY BILLING** – Any discrepancy on monthly billing is to be reported within fifteen (15) days of receipt of bill in "WRITING" to the Accounting Department of the West Penn office. All discrepancies will be reviewed and West Penn will respond in writing to your query.

If queries are not handled in this fashion, we will be unable to issue any credit.

## **SECTION 11. LOCK BOXES AND KEYS**

- 11.1 LOCK BOXES** – The lock boxes supplied to each Broker/Subscriber are supplied by the West Penn Multi-List, Inc. on a LEASE basis. The West Penn Multi-List, Inc. owns all lock boxes. The broker has no ownership of the lock box. These lock boxes can be recalled from time to time by West Penn and re-distributed within the West Penn system. Each broker is required to participate in the lock box recalls from the West Penn Multi-List, Inc. when it arises. Failure to respond in the prescribed time allotted will result in a fine and temporary cessation of Services until compliance is met.

If a lockbox is placed on a property "LISTED" in the West Penn Multi-List, the box must be operable by the Key approved by the Service. Violation of this Rule will result in a fine of \$100.00.

The Broker/Subscriber may place a non-Service box on their listing for maintenance purposes. This non-Service lock box may NOT carry instructions on accessing the lock box in the online system. All indications of lock boxes on any listing in the online system MUST be Service owned lock boxes. Failure to comply will result in a \$100.00 fine.

REMOVAL OF INOPERABLE LOCK BOXES WILL BE AT THE TIME AND EXPENSE OF THE SUBSCRIBER. No unusual damage is acceptable for removal of a lock box.

Lock Boxes MUST remain in the possession of and the responsibility of the Subscriber to which the box was originally assigned unless transferred by the West Penn Office. Lockboxes may be rotated within specific companies that have multiple offices.

The lock box may not be defaced in any manner. This means no writing of any type is to appear anywhere on the lock box. To do so will result in a replacement charge to the broker leasing the box. Shackle codes are NOT to be written anywhere on the lock box. This is considered defacing the lock box and a charge for replacement will be levied.

If a lock box is lost-misplaced-stolen-damaged, the cost for replacement will be the responsibility of the last USER to release the shackle. The cost for replacement will be at current market price plus PA sales tax.

**11.2 LOCK BOX OWNERSHIP** – All lock boxes are the property of West Penn Multi-List, Inc. The Subscribing Broker office will be supplied with LEASED lock boxes from West Penn Multi-List, Inc. The West Penn Office will determine the number of lock boxes leased. The Executive Director shall have sole discretion as to the number of lock boxes issued to each Subscriber as well as how many lock boxes can remain in any Subscriber's inventory. Lock Boxes will be re-distributed by the West Penn Multi-List Office on a regular basis.

**11.3 NEW SUBSCRIBER POLICY** – When a real estate broker becomes a Subscriber of the West Penn Multi-List, Inc. the broker will be required to submit a report of current listings. The West Penn Office will then issue leased lock boxes. The ratio of lock boxes to listings is **not** set at 100%.

**11.4 ORDER PROCEDURE** – Before a lock box request is sent to West Penn, the office is required to run an Inventory of Lock Boxes in the online system. If the current inventory carries lock boxes on W status listings, additional lock boxes will not be issued to the office in question. If the office has an unused supply of lock boxes no additional lock boxes will be issued. The Service requires a written request for lock boxes. This request may be mailed, faxed or emailed to the Service. This request must carry the company name, office ID# and name of person placing the lock box order. Upon receipt of the request, the West Penn Office will analyze the request and, if the Subscriber's inventory warrants additional lock boxes, they will be shipped with supply orders. If the Subscriber would like to pick the boxes up at the West Penn Office, this should be



noted in the request for lock boxes. The West Penn Office will contact the Subscriber office when the order is prepared and ready for distribution.

**11.5 SURRENDER POLICY** – If a real estate broker ceases affiliation with the West Penn Multi-List, Inc. for any reason ALL lock boxes must be returned to the Service within seven (7) days or the office will be required to replace the lock boxes at current market value plus tax and shipping.

**11.6 INOPERABLE, MISUSED, OR BROKEN BOXES** – If a lock box becomes inoperable, broken, or damaged, the West Penn Multi-List, Inc. will review the box in question to determine who is responsible for repair costs or replacement costs. If the cause is by unusual wear and tear or insertion of foreign matter (key rings, paper, paper clips, rubber bands, etc.), a charge will be levied to the Subscriber. NOTHING is to be placed inside the lock box key cup other than the FACTORY installed chain and the house key(s). If it is found by the West Penn Multi-List, Inc. that foreign matter has caused the jam, the listing agent will bear the cost of repair/replacement at current market cost + tax, shipping and handling.

Removal of an inoperable lock box will be at the time and expense of the Broker/Subscriber.

**11.7 INVENTORY OF LOCK BOXES** – Each Subscriber office will be responsible to manage their company's supply of leased lock boxes via the online system. In situations where a company has multiple offices, the lock boxes will be required to be rotated on an "as needed" basis within the company infrastructure.

1. **LOCK BOX REMOVAL** – The listing agent is responsible for lock box removal from the property. The lock box should be removed within 48 hours after closing, withdrawn, or expiration. Failure to comply with the removal policy will result in a per day fine of \$5.00 per day levied to the listing agent until the lock box is removed.
2. **LOCK BOX SHOW INFORMATION** – It is the responsibility of the listing agent to change the SHOW field in the online system to reflect removal of the lock box from the property by changing this field to OTHER within 48 hours after closing, withdrawn, or expiration. Failure to comply with the change policy will result in a per day fine of \$5.00 levied to the listing agents until the lock box SHOW field is corrected. If for any reason the agent is unable to change this field a Change Status Form should be mailed or faxed to the West Penn Multi-List, Inc. office for correction.

**11.8 LOCK BOX LOCATION** – A West Penn Multi-List, Inc. lock box may NOT be placed on a property unless it is listed within the West Penn Multi-List,

Inc. A fine of \$100.00 will be levied to the broker/agent violating this Rule and Regulation. Lock boxes may only be placed on properties listed within the Service.

**11.9 NO LOCK BOX PRESENT** – If a property, listed in the West Penn Multi-List, Inc., indicates there is a lock box present in the SHOW area of the online and if a broker/agent attempts to show said property and NO lock box is present and this is reported to the West Penn Multi-List, Inc. (in writing) supplying listing number, property address, date and time of showing (and stating that NO lock box was present, then the Listing Agent will be fined \$100.00. If this situation should occur more than once with any broker/agent the Board of Directors of West Penn Multi-List, Inc. may increase the fine to a maximum of \$500.00 PER OCCURRENCE.

**11.10 LOCK BOX USAGE** – A lock box may NOT be GIVEN to a SELLER/TENANT to control the showing of a listing. If it is reported to the West Penn Multi-List, Inc. (in writing) that a SELLER/TENANT has a lock box in their possession and is placing the box out for agents to use for showing purposes a fine in the amount of \$100.00 will be levied to the listing agent. If the agent continues to follow this format, the fine can escalate to \$500.00 for each occurrence. If a seller/tenant wishes to control showings, then the show information should be APT/LB.

The Shackle Code assigned to a lock box may NOT be changed by anyone for any reason except the West Penn Multi-List, Inc. Office. If an agent or broker changes the shackle code of any lock box on lease to that office a fine of \$100.00 will be levied to the agent or broker.

**11.11 TIMED ENTRY** – ALL lock boxes shipped from the West Penn Multi-List, Inc. are set for TIMED ENTRY and can be changed to 24-hour accessible by contacting Supra.

**11.12 NO SHOWING** – If a Listing has a statement of NO SHOWING in the Agent Remarks area, this statement is to be adhered to by all parties, including the Listing Agent and the Listing Company. If this is violated, a fine of \$500.00 will be levied to the individual who has shown the property for the first offense and an escalation of the fine for subsequent violations. Refer to Rule 4.3 for more details.

**11.13 KEYS** – Effective October 1, 2003 West Penn Multi-List, Inc. no longer owns the rights to the Keys. However, there is a standard of operating procedures that will apply to ALL Key holders.

**Each Key applicant acknowledges that the MLS data is owned solely by the Broker/Subscriber and that the data is copyrighted. Applicant will also be aware that the data is only to be used with consent of the**

**broker and is the exclusive property of the broker of record. Applicant is provided access to this data as a sub-agent and is utilizing the information by permission of the broker of record.**

1. The Keys are the property of the vendor. The contractual agreement that a broker/agent/appraiser signs with the vendor is binding. For more information, each broker/agent/appraiser should refer to the contract paperwork that was signed with the vendor at the time of application. The keys are leased and must be returned to WPML upon cancellation of service.
2. The contractual arrangement between the broker/agent/appraiser and the vendor is clearly outlined in the paperwork provided to each applicant.
3. The vendor has explicit directions on the return of product outlined in said agreement. If the Key Holder has any questions, they are required to be queried to the vendor at the telephone number provided at application.
4. Any and all Key issues are to be handled through the Vendor.
5. The Key may NOT be given, loaned, or sold to anyone under any circumstances. It is required to remain in the possession of the individual that leased the product the vendor. If the Key Holder gives, loans or sells the Key, it will result in a fine levied by the Board of Directors of the West Penn Multi-List, Inc. and/or possible loss of Key privileges depending on the severity of the circumstances.
6. The vendor does offer an insurance provision to each applicant for key issues.

**11.14 APPLYING FOR A KEY** – The directions for applying for a Key are listed online. Since the format and cost changes from time to time by direction of the vendor, we recommend that all applicants review the online procedure BEFORE making application. It is important to note that the following items are included in the requirements to begin an application. Visit West Penn’s website at [www.westpenmils.com](http://www.westpenmils.com).

1. The applicant MUST have a current Pennsylvania Real Estate License, a Pennsylvania Appraiser Certification or such other State Certification that applies to authorizing users as determined by the Board of Directors. The applicant shall submit proof of insurance as required by the Board at the time the Key application is submitted. Proper proof of insurance is required for home

inspectors before the Key application will be processed. In the case of a real estate agent, they are required to have their license or hard copy paperwork from the State's website stating their license number and verification date. An Appraiser is required to have a copy of the Pennsylvania Certification as well as a copy of the Company's Insurance Policy citing the appraiser's affiliation with said company. It is also required that they have a letter of authorization from their current Broker/Appraiser/Manager instructing West Penn Multi-List, Inc. to issue the bearer a Key along with the Office ID# of the applicant.

2. The applicant should go to the vendor website to determine which type of Key service they would like to select. They should then verify the current price with the West Penn Multi-List, Inc. office.
3. If the applicant would like to handle this service via the mail, there will be shipping and handling charges (from West Penn Multi-List, Inc.) to mail the product. The applicant will receive notice of this charge at time of application. This amount may vary due to changes by the US Postal Service. The charge for mail service requires a check made out to West Penn Multi-List, Inc. (call for cost).
4. It is important each Key Holder be aware that all Key issues will be handled by appointment only. This applies to New Keys, Key problems, etc.
5. If West Penn Multi-List, Inc. receives notification that a Key Holder is no longer affiliated with their base company, West Penn Multi-List, Inc. and the vendor will curtail all service to the Key rendering it useless. This cancellation also applies to online service. The Key Holder should make certain if they are moving to another company that ample notice is given to West Penn Multi-List, Inc. so that there is no interruption in service.
6. The vendor has the right to curtail service to their customers due to non-payment.

**11.15 ILLEGAL USE OF KEY** – Any Subscriber who engages in the unauthorized use of the West Penn Multi-List, Inc. Key or Key services for purposes other than showing, inspecting, viewing, or the appraisal of properties for sale/lease will be subject to a suspension of services and a fine. The Board of Directors will determine the length of time a Key Holder will be removed from Service and the amount of the fine.

1. The Key may only be used by the Subscriber to whom the Key is assigned. The Key may not be given, loaned, leased, rented or sold to anyone for any reason. If such a violation occurs, a fine in the amount of \$1,000.00 shall be levied along with a suspension of MLS Service for not less than thirty (30) days, with possible loss of Service of up to 365 days for the first infraction. Following reinstatement, the amount of the fine and length of time Service shall be suspended for subsequent violations will be determined at the discretion of the West Penn Multi-List, Inc. Board of Directors.
2. West Penn Multi-List, Inc. has the right to deactivate a Key if the Key Holder has been involved in activity that could affect the liability of the West Penn Multi-List, Inc. Each occurrence would be reviewed on a case-by-case basis.

**11.16 RIGHT TO RECEIVE/RETAIN KEY** – The Board of Directors has the sole right to determine who may possess a Key. The Board of Directors retain the right to refuse Key Service to any person if the Board of Directors believes that such issuance would not be in the best interest of either the real estate industry or the buying or selling public. Therefore, the Board of Directors may terminate Key Services and MLS Services for any reason. Any person aggrieved by a decision of the Board of Directors may request a hearing before the Board of Directors of the West Penn Multi-List, Inc.

**11.17 TERMINATION OF KEY AND SERVICE** – If a Key Holder is delinquent in the payment of any fees to West Penn Multi-List, Inc., or is in default of the performance of any obligation owing West Penn Multi-List, Inc. then after ten (10) days and with written notice, all Services to the Key Holder will be curtailed until the delinquency or default is corrected.

## **SECTION 12. COMMUNICATIONS – SERVICE SPONSORED COMPUTER**

**12.1 PRIMARY SYSTEM** – The primary communication system of the Service will be an online Internet based system. All Subscribers are urged to participate in the computer system for more effective communication.

**12.2 USAGE** – The use of the West Penn System will be available to all active Subscribers of the Service.

The On-Line System will be accessible to each Subscriber that has internet access.

The West Penn Multi-List, Inc. nor Subscribers to the Service will not furnish information to non-Subscribers of the On-Line System. Any Subscriber that sells, loans, leases, etc. any of the confidential data to a

non-authorized entity, company, or individual will be fined \$25,000.00 and expelled from the West Penn Multi-List, Inc.

- 12.3 CONFIDENTIALITY OF INFORMATION** – The information available from the Service sponsored online system shall be for the exclusive use of the Subscribers of West Penn Multi-List, Inc, in the day-to-day operations of said Subscriber's real estate brokerage/appraisal business/affiliate service. The information shall not be utilized for any other purpose.
- 12.4 SERVICE UNDERTAKING** – The Service shall not in any way be liable for equipment failure or malfunction or non-operation for any reason or for inaccurate information. In the event of inaccurate information, the Service's only obligation is to correct said information within a reasonable time after said inaccuracies are called to the attention of the West Penn Office.
- 12.5 DUTY TO VERIFY INFORMATION** – Information from the online should be verified with the Listing Broker or the owner before making legally binding representations or including such information in legal documents.
- 12.6 ABUSE OF ON-LINE SYSTEM** – A fine of \$500.00 per day will be levied to any office or agent that abuses the West Penn Multi-List on-line system database.
- 12.7 ILLEGAL USE OF COMPUTER SYSTEM** – The West Penn Online System and all of its equipment, hardware, software and component parts are solely owned by West Penn Multi-List, Inc. No person may break into, illegally access or make use of any part of the West Penn Online System without specific written authorization from West Penn. If any person intentionally and without authorization accesses, alters, interferes with the operation of, damages or destroys any computer, computer system, computer network, computer software, computer program or computer database they shall be charged with a civil offense and shall be prosecuted to the full extent of the law.
- 12.8 USE OF LISTINGS** – By placing a listing with the Service, the Subscriber authorizes the Service to publish, distribute, disseminate, reproduce, and transmit any part or all of said listing. The use of a listing shall include, by way of illustration, the right to place it on the Internet, and any other computer generated means of communication.

If any Subscriber wishes to limit or prohibit the use of a listing, they must notify the Service, in writing, as to the extent and nature of such limitation or prohibition.

Listings should not carry any information that could affect the personal liability of the listing.

**12.9 STATUS POSITIONS** – The following will give a detailed explanation on status positions and how long they will remain in the queue:

- A - ACTIVE STATUS:** Remains in the on-line system for a period of up to 365 days from list date as determined by Pennsylvania law.
- C - CONTINGENCY STATUS:** Will remain in the on-line system for 365 days from the date of the status change. AFTER 365 days the listing will be changed to expired (“X”) and remain in the system indefinitely as “X.” Re-instatement of this listing as active (“A”) will require newly signed documents.
- U - UNDER AGREEMENT/CONTRACT STATUS:** A listing will remain under contract for 365 days from date of sales agreement.
- S - SOLD STATUS:** Listings will stay in the sold file for an undetermined period of time.
- W - WITHDRAWN STATUS:** This status will retain a listing for a period of 365 days from the date of the listing contract. After 365 days the listing then moves into the expired status (“X”) and will remain there indefinitely.
- X - EXPIRED STATUS:** Listings will remain in the system for an undetermined period of time.
- H - HOLD STATUS:** This status is utilized by the West Penn Multi-List office for listings that do not fit the criteria for processing within the West Penn Multi-List, Inc. A listing can remain in this status for 365 days from list date.

**12.10 LINK TO WEST PENN MULTI-LIST, INC.** – The compilation of the West Penn Multi-List, Inc. listing data is proprietary information, which is subject to copyright protection. Subscribers of the West Penn Multi-List, Inc. will not cause the compilation of the listing data to be directly accessible to the public nor will Subscribers create a link to the West Penn Multi-List, Inc. site on their own website or through any other means. Violations of this Rule shall be subject to a fine of \$200.00 per day per listing if such violation is found to occur and possible expulsion from the West Penn Multi-List, Inc.

## **SECTION 13. INTERNET DATA EXCHANGE (IDX)**

### **13.1 INTERNET DATA EXCHANGE (IDX) RULES AND REGULATIONS**

**IDX DEFINED** – IDX affords MLS Subscribers the option of authorizing display of their active listings on other Subscribers' Internet websites.

**AUTHORIZATION** – Subscribers' consent for display of their active listings by other Subscribers pursuant to these rules and regulations must be established in writing. If a Subscriber withholds consent to permit the display of that Subscriber's listings, that Subscriber may not download or frame the compiled MLS data of other Subscribers.

Participation in IDX is available to all MLS Subscribers engaged in real estate brokerage who consent to display of their listings by other Subscribers. This requirement can be met by maintaining an office or Internet presence from which Subscribers are available to represent real estate sellers or buyers (or both).

**DISPLAY** – Display of listing information pursuant to IDX is subject to the following rules:

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited.

MLS shall determine which listings or the types of listings can be displayed on websites. Examples include property type ("condos," "single family detached," "multi-family," etc.), price, or location ("downtown").

Subscribers shall not modify or manipulate information relating to other Subscribers listings. (This is not a limitation on site design but refers to changes to actual listing data.)

All listings displayed pursuant to IDX shall identify the listing firm (courtesy of listing broker name).

**ALL LISTINGS DISPLAYED PURSUANT TO IDX SHALL CONTAIN THE FOLLOWING DISCLAIMER: "INFORMATION DEEMED RELIABLE, BUT NOT GUARANTEED."** The above disclaimer will be passed as a field for every listing.

**ALL LISTINGS DISPLAYED PURSUANT TO IDX SHALL CONTAIN THE APPROVED IDX MARK OF WEST PENN MULTI-LIST, INC.** This Mark will be provided to your Webmaster electronically by West Penn Multi-List, Inc.



Non-principal brokers and sales licensees affiliated with IDX Subscribers may NOT display information available through IDX on their own websites.

Effective October 1, 2013, all Subscribers will be required to refresh all downloads and refresh all data at least once every 48 hours. If this format is not followed and a complaint with substantiating evidence is filed, the infraction will be brought before the Board of Directors of the West Penn Multi-List, Inc. for a fine.

Subscribers shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing.

The data consumers can retrieve or download in response to any inquiry shall be limited to 300 listings per search.

The right to display other Subscribers' listings pursuant to IDX shall be limited to a Subscriber's office(s) holding participatory rights in West Penn Multi-List, Inc.

Listings obtained through IDX must be displayed separately from listings obtained from other sources, including information provided by other MLS's.

No portion of the IDX database shall be used or provided to a third party for any purpose other than those expressly provided for in these rules.

**STATUS** – Only the following statuses may be transferred through IDX: A=Active, C=Contingency, U=Under Agreement, S=Sold. Listings that carry W=Withdrawn and X=Expired listings may NOT be transferred through IDX.

**PROPERTY INFORMATION** – The following listing information WILL NOT be permitted to appear on any IDX listing:

AGENT REMARKS	AGENT PHONE NUMBER(S)
SHOW INFORMATION	OFFICE PHONE NUMBER(S)
OWNER NAME	OFFICE ID #
CONTACT NAME	ICD
AGENT NAME	BAC
AGENT EMAIL ADDRESS	SAC
LIST OFFICE	TLC
TOUR DATE	SELLER CONCESSIONS

**IDX VIOLATIONS / FINES – AS THE IDX DATA INCLUDES PROPRIETARY INFORMATION, VIOLATIONS OF THE IDX RULES SHALL RESULT IN A MONETARY FINE AND POSSIBLE CESSATION OF SERVICES**

If the agent provides the data feed which results in the infraction, the Agent will be subject to a fine of \$2,000.00 for the first offense. The second violation will result in a fine of \$5,000.00 and third or subsequent violations will result in a fine in an amount to be determined by the West Penn Multi-List, Inc. Board of Directors and the agent being expelled from the West Penn Multi-List, Inc. for a defined period of time. In the case of a violation resulting from the agent providing the data feed the agent shall correct the violation within forty-eight (48) hours or be subject to an immediate cessation of services.

If the Broker provides the data feed which results in a violation of the IDX Rules the Broker shall be fined \$7,500.00 for the first offense. This fine shall be payable in the event that the violation occurred either with the Broker's site or a corporate site. In addition, the Broker must correct the violation within a period of forty-eight (48) hours or suffer further sanctions, including the interruption of services. A second infraction shall result in a \$15,000.00 fine to the Subscribing Broker, along with the forty-eight (48) hour limitation to correct the violation. Third and subsequent offenses shall result in a fine to be determined by the Board of Directors of the West Penn Multi-List, Inc. Third and subsequent violations shall also be subject to the forty-eight (48) hour time period to cure the violation.

## 13.2. INTERNET DATA EXCHANGE (IDX) LICENSING AGREEMENT

### INTERNET DATA EXCHANGE (IDX) LICENSING AGREEMENT

This Agreement, known as the Internet Data Exchange ("IDX") Licensing Agreement (the "Agreement") by and between West Penn Multi-List, Inc., a Pennsylvania corporation, having its principal place of business at 8980 Perry Highway, Pittsburgh, Pennsylvania 15237 ("WPML") and \_\_\_\_\_, a WPML Broker/Subscriber, having a principal place of business at \_\_\_\_\_ ("Broker/Subscriber").

Effective date \_\_\_\_\_.

### BACKGROUND/RECITALS

(A) WPML and participating Broker/Subscriber to the IDX Program ("The Program") expressly agree to the following material conditions to participate in the IDX Program:

(i) IDX participating Broker/Subscriber shall be a Subscriber in good standing as defined by the WPML Rules and Regulations existing at the time; and

(ii) Each IDX participating Broker/Subscriber must currently be a party to a signed IDX Agreement to be eligible to participate; and

(iii) The WPML Board of Directors may establish and IDX participating Broker/Subscribers agree to abide by Rules and Regulations to participate in the program. These Rules and Regulations may be amended at the discretion of the WPML Board of Directors.

(B) Brokers/Subscriber participating in the IDX program wish to obtain and the WPML agrees to provide data to participant's website, including the listing data of other Brokers/Subscribers participating in the WPML IDX Program. The IDX Program has been developed to provide a process under which participating Brokers/Subscribers give permission to each other to display their listings on each other's websites.

(C) Individual listings and listing data are recognized as owned by the Listing Broker/Subscriber. WPML retains a copyright in the compilation of listing data.

(D) Participating Broker/Subscriber desires to obtain and WPML grants a non-exclusive license to use the IDX service mark ("the Mark"), copyrighted documentation, and know-how relating to the Program (the Material) for Broker/Subscriber's participation in the IDX Program.

(E) Participating Broker/Subscriber may wish to engage individuals other than employees of the Broker/Subscriber ("Website Vendors") to perform data downloading, manipulation, formatting and/or programming and web design. However, if non-employee Website Vendors are retained, the authorized representative of the Website Vendor is required to execute this Agreement on behalf of the Website Vendor before the Agreement becomes binding.

## TERMS AND CONDITIONS

The above-referenced recitals are material provisions of this Agreement.

In consideration of the above recitals and the promises set forth in this Agreement, the parties agree as follows:

(1) **Grant of License.** WPML grants to Broker/Subscriber a non-exclusive, non-transferable royalty-free license to use the Mark and Material to establish the Program for the Broker/Subscriber's participation in the IDX Program. Broker/Subscriber may not transfer, assign or sublicense the license, without prior written consent of WPML. WPML may in the future establish fees for the license at the discretion of the WPML Board.

(2) **Quality Control.** Broker/Subscriber may only use the Program Mark while participating in the IDX Program. The Mark must be used in the form provided by WPML and only in connection with the Program and no other goods or services. Upon request by WPML, Broker/Subscriber will provide WPML with samples of materials using the Mark to verify proper use of the Mark. Broker/Subscriber will comply with all applicable laws and regulations when using the Mark.

(3) **Ownership.** WPML retains all ownership rights, including rights defined by trademark and copyright laws, in the Mark, Material and the Program. Brokers/Subscriber and/or Listing Broker retains all ownership rights in their individual listings used in the program.

(4) **Infringement.** Broker/Subscriber will promptly notify WPML if Broker/Subscriber becomes aware of a third party infringing WPML's proprietary rights in the Mark, Material and Program. WPML may, in its sole discretion, bring suit against any alleged infringer. Broker/Subscriber retains all rights to bring suit or join in any suit and recovery arising from the misuse of their listings.

(5) **Term and Termination.** The parties may terminate the license at any time by mutual written agreement. WPML may terminate the License in the event of a breach of this Agreement by Broker/Subscriber that is not corrected within 30 days of receiving written notice of the breach. Upon termination, Broker/Subscriber will immediately cease all use of the Mark and return to WPML all Material related to the Program.

(6) **Indemnity.** Broker/Subscriber and/or Website Vendor will indemnify and defend WPML against all losses, damages and expenses, including attorneys' fees, incurred as a result of or related to Broker/Subscriber's and/or Website Vendor's use of the license.

(7) **Miscellaneous.**

(7.1) **Notice.** Any notice required or permitted to be given under this Agreement is sufficient if mailed by registered mail, postage prepaid, addressed to the party at the above addresses, or at such other address as may be furnished in writing to the notifying party.

(7.2) **Governing Law and Venue.** This Agreement is governed by and construed in all respects in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles. The parties agree and submit to personal jurisdiction in Allegheny County, Pennsylvania, for purposes of any action or proceeding brought to enforce or construe the terms of this Agreement.

(7.3) **Headings.** The section headings in this Agreement are for convenient reference and are not a part of this Agreement.

(7.4) **Waiver.** No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing.

(7.5) **Amendments.** This Agreement can be modified or amended only by written agreement signed by the parties, including Website Vendor, if any.

(7.6) **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the Term, the provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision has never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal,

invalid or unenforceable provision or by its severance from this Agreement.

(7.7) **Counterparts.** This Agreement may be executed manually, electronically or via fax and in one or more counterparts.

(7.8) **Construction.** If an ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Agreement.

(7.9) **Relationship of the Parties.** Broker/Subscriber and WPML are each independent organizations. Neither party nor its respective employees and representatives can or shall make any agreement, warranties, representations, promises or covenants on behalf of or for the other party or any third party, unless approved in advance in writing by the other party. This Agreement shall not be construed as a partnership or franchise for any purpose or reason, whether implied, expressed or statutory.

(7.10) **Complete Agreement.** This Agreement contains the complete agreement between the parties concerning the subject matter and supercedes all prior understandings, letters of intent, proposals or agreements, and all prior communications between the parties related to the IDX Agreement. No representation, warranty, promise, inducement or statement of intention has been made by either party which is not embodied in this Agreement. However, WPML retains the right to implement and Broker/Subscriber and Website Vendor agree to abide by Rules to carry out the IDX Program at the discretion of the WPML Board. Violations of these Rules may be subject to fines/penalties at the discretion of the WPML Board.

(8) **Confidential Information.**

(8.1) **Definition.** "Confidential Information" is information or material proprietary to WPML or designated "confidential" by WPML and not generally known to the public that Broker/Subscriber and/or Website Vendor may obtain knowledge of or access to as a result of access under this Agreement.

Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written, or other form):

- a. All WPML Data;
- b. All documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;
- c. software, source code, object code, diagrams, flow charts;
- d. techniques, procedures; and
- e. IP addresses, access codes, and passwords.

(8.2) **Exceptions.** The Confidential Information does not include information that:

- a. is in the public domain at the time of disclosure;
- b. is known to Broker/Subscriber at the time of disclosure;
- c. is used or disclosed by Broker/Subscriber with the prior written consent of WPML;
- d. becomes known to Broker/Subscriber from a source other than WPML without breach of this Agreement by Broker/Subscriber and provided that such source is not known by Broker/Subscriber to be bound by a confidentiality agreement with WPML; or
- e. is required to be disclosed by judicial order or other compulsion of law, provided that the Broker/Subscriber provides to WPML prompt notice of any such order.

(8.3) **Third-Party Information.** Confidential Information also includes any information that WPML obtains from any third party that WPML treats as proprietary or designates as Confidential Information, whether or not owned or developed by WPML.

(9) **Restrictions on Use.**

(9.1) **Scope of Use.** Broker/Subscriber and/or Website Vendor will use or access the Confidential Information only as required to perform the Services, and Broker/Subscriber and/or Website Vendor will not use its access or the Confidential Information for any other purpose. Broker/Subscriber and/or Website Vendor will employ measures to protect the Confidential Information from disclosures at least as rigorous as those it uses to protect its own trade secrets, but in no event less than reasonable care.

(9.2) **Unauthorized Uses.** Broker/Subscriber and/or Website Vendor will not make copies of the Confidential Information. Broker/Subscriber and/or Website Vendor will not directly or indirectly disclose, display, provide, transfer or otherwise make available the Confidential Information to any person or entity, unless Broker/Subscriber and/or Website Vendor has received prior written consent of WPML to do so. At no time and under no circumstances will Broker/Subscriber and/or Website Vendor reverse engineer, decompile, or disassemble any software constituting part of the Confidential Information. Broker/Subscriber and/or Website Vendor will not incorporate the Confidential Information into any other work or product.

(9.3) **No Third-Party Access.** Only Broker/Subscriber and/or Website Vendor's own employees will access the Confidential Information. Broker/Subscriber and/or Website Vendor will not provide access to the Confidential Information to third parties, including consultants or independent contractors, without prior written consent from WPML. If WPML grants consent, Broker/Subscriber and/or Website Vendor will execute an agreement with the third party that imposes at least as strict a confidentiality obligation on the third party as that imposed by this Agreement on the Broker/Subscriber and/or Website Vendor.

(9.4) **Location Restriction.** Broker/Subscriber and/or Website Vendor will not remove the Confidential Information from its principal place of business without WPML's prior written consent. In the event WPML grants consent, Broker/Subscriber and/or Website Vendor is not relieved of any of its obligations under this Agreement.

(10). **Termination and Return of Materials.** Within five (5) days of receipt of notice of termination by WPML, Broker/Subscriber and/or Website Vendor will return to WPML all Confidential Information and all other materials provided by WPML to the Broker/Subscriber and/or Website Vendor. Broker/Subscriber and/or Website Vendor will also erase, delete or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of WPML, an Officer of the Broker/Subscriber and/or Website Vendor will certify in writing that all materials have been returned to WPML and all magnetic or computer data have been destroyed.



(11) **Remedies.** Because of the unique nature of the Confidential Information, Broker/Subscriber and/or Website Vendor acknowledges that WPML would suffer irreparable harm in the event that Broker/Subscriber and/or Website Vendor breaches its obligation under this Agreement, and that monetary damages would be inadequate to compensate WPML for a breach. WPML is entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Broker/Subscriber and/or Website Vendor, without showing or proving any actual damages sustained by WPML.

The parties have executed this Agreement as of the date first written above.

**WEST PENN MULTI-LIST, INC.**

**BROKER/SUBSCRIBER**

By: \_\_\_\_\_  
Its Authorized Representative

By: \_\_\_\_\_

Its: \_\_\_\_\_

**WEBSITE VENDOR**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

**COMPANY NAME** \_\_\_\_\_  
**(Please Print)**

**WEST PENN OFFICE I.D. #** \_\_\_\_\_