

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

**RULES  
AND  
REGULATIONS**

**Effective**

**November 2, 2022**

# WEST PENN MULTI-LIST, INC.

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

The West Penn Multi-List, Inc. (WPML) is committed to providing the most innovative and cost-effective multiple listing service to its Subscribers. West Penn Multi-List, Inc. provides state-of-the-art programs for the benefit of the Brokers, Agents, Appraisers, Home Inspectors, and Radon Testers. These programs are offered to stay current with advancing technology and enhance the professionalism of the Brokers, Agents, Appraisers, Home Inspectors, and Radon Testers which results in unparalleled service to their customers. 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 or Appraiser.

## SECTION 1. DEFINITIONS

- 1.1 SUBSCRIBER** – The term "**SUBSCRIBER**" OR "**MULTI-LIST SUBSCRIBER**" shall mean a Pennsylvania Real Estate Broker (with a valid Pennsylvania Broker's License in good standing) or a Certified Pennsylvania Appraiser (See 1.3(a) below.) who is subscribing to the Multiple Listing Service of the West Penn Multi-List, Inc. pursuant to the procedures set forth in Section 2 below. A separate definition appears in Section 1.3(b) for a category of Subscribership known as an "Affiliate Subscriber," which applies to Certified Home Inspectors and Certified Radon Testers.
- 1.2 SERVICE** – The term "**SERVICE**" or "**MULTI-LIST SERVICE (MLS)**" shall mean West Penn Multi-List, Inc.; the term "**ONLINE SYSTEM**" shall mean West Penn Multi-List's online system.
- 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 or Certified Radon Tester 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.

**1.4 CHANGE OF OWNERSHIP** - Any time the Subscribership experiences a change of ownership, including a change in Broker of Record, Certified Appraiser, Certified Home Inspector, or Certified Radon Tester, then the West Penn Multi-List Office must be notified of the change in writing within 48 hours of occurrence.

When the ownership of the Subscriber changes, the existing Subscribership is terminated, and the new owner is required to pay the initiation fee that is in place at the time of the change of ownership. Change of ownership is determined as follows:

- 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.*

**1.5 LISTING AGENCY** – The term **LISTING AGENCY** shall mean the Agent who has listed the property, the Office Manager of the Listing Broker, or the Broker of the Listing Agent.

**1.6 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.

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

- 1.8 CORPORATE LISTING** – The term “CORPORATE LISTING” shall mean a listing signed by a party other than the actual Seller(s) 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.
- 1.9 OWNERSHIP OF LISTING CONTENT** – The individual listings and listing content are recognized as the exclusive property of the Listing Broker/Subscriber.
- 1.10 SUBSCRIBER USE OF DATA AND FORMS** – The West Penn Multi-List, Inc. compilation of data is subject to a copyright, as are certain forms of the organization. The data and forms are provided for the exclusive use of Subscribers, and any Subscriber who disseminates the data, reports, or forms of the West Penn Multi-List, Inc. in a manner that is not for their own exclusive use, but which permits non-Subscribers to have access to information or the benefits of Subscribership, shall be in violation of these Rules and subject to a fine to be determined by the Board of Directors. The penalty for such violations, in addition to a fine, may include suspension, revocation, or cancellation of the Subscribership.

## **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 franchisors, Brokers, or 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.** In the case of 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.** Any expelled Subscriber who owed West Penn Multi-List, Inc. any sum for fees, property, fines, etc., shall not be eligible to attempt to rejoin WPML and become a new Subscriber and/or shall not be eligible for access to any services unless all sums and obligations that were due and owing to the WPML 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:

- A.** Completed Application signed by the Broker of Record or Certified Appraiser.
- B.** Completed and signed Subscriber Agreement.
- C.** A check in the amount of the CURRENT admission fee (non-refundable).
- D.** A copy of the applicant's CURRENT Pennsylvania Real Estate Broker License or Pennsylvania Appraiser Certification.
- E.** A copy of the applicant's office approval from the State of Pennsylvania (this applies to real estate applicant only).
- F.** Acceptance of Policy and Procedures-Rules and Regulations statement. 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., as well as the Data Information Request form, prior to acceptance.

The Executive Director shall review each application and confirm 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. Appraisers are required to 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, cashier's check, money order, or check. In the event the funds submitted are not honored by the bank, the Subscribership shall not become effective.
- B.** Receipt of the applicant's signed and executed West Penn Multi-List Subscriber Agreement agreeing to abide by the By-Laws (if a Shareholder) and Rules and Regulations of the Service; to indemnify and hold 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.

**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 admission fees paid to the Service.

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

- A.** All forms, supplies, materials, 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. The holder of a Supra eKEY lease must cancel the lease by sending an email to the WPML general mailbox: [inbox@westpennmls.com](mailto:inbox@westpennmls.com).
- B.** Written instructions must accompany the notice to cancel that gives West Penn the authority to cancel your listings in the Service. Sold/Closed/Expired 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 transferred or removed from the West Penn Multi-List, Inc.

If a Subscribership in the West Penn Multi-List, Inc. is withdrawn/cancelled and the Broker decides at a later date that he/she would like to rejoin the Service, the current admission 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 admission 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 **\$1,000.00**. 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 ELIGIBILITY FOR REINSTATEMENT** – Any Subscriber subject to termination or expulsion as described herein, must satisfy the eligibility requirements set forth herein in order to be considered for reinstatement. These requirements include, but are not limited to, satisfaction of any indebtedness owed to the West Penn Multi-List, Inc. Eligibility for reinstatement will be subject to the requirements that pertain to all new Subscribers of the West Penn Multi-List, Inc. at the time the request for reinstatement is received.
- 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 that 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 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 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 the 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.

**2.10 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 Supra Keys as herein provided, unless said Certified Appraiser also carries a Broker's License.

**2.11 HOME INSPECTORS AND RADON TESTERS** – Certified Home Inspectors and Certified Radon Testers qualify for an Affiliate Subscribership in the West Penn Multi-List, Inc. with their own set of Rules and Regulations. Home Inspectors and Radon Testers 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 admit the actual Buyer(s) to the home to be inspected unless Buyer(s) and Seller(s) both sign an indemnification/waiver form. **The Home Inspector has the right to refuse the use of this form and is required to notify the individual(s) who proposed the form of his/her refusal upon receipt, via text or email.** For purposes of

this section, the Buyer(s) are identified as those individuals who are designated as the Buyer(s) on the executed Sales Agreement. However, an exception exists for other individuals to attend the Home Inspection so long as a form is signed by the Buyer(s), Seller(s), and those individuals who will be in attendance, and delivered to the Home Inspector before the scheduled inspection. The form shall only be valid for the date of the scheduled inspection. The indemnification / waiver form must be in the form provided by the WPML and signed and dated by the Buyer(s), Seller(s), and the individuals who will be present at the inspection and must specifically identify the individual(s) who will attend the inspection and the date thereof. **If the form is not signed by each of these parties and delivered to the Home Inspector at least 48 hours prior to the inspection, the waiver of this rule is not valid, and the additional individuals may not attend the home inspection.**

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.

- 2.12 CHANGE OF OWNERSHIP** – In the event of a change of ownership, the West Penn Multi-List, Inc. Office must be notified within forty-eight (48) hours of such a change. This requirement applies to a change in the Broker of Record, Certified Appraiser, Certified Home Inspector, or Certified Radon Tester. Such changes may require the payment of an admission fee for the Subscribership to continue. This determination will be based on the factors set forth in Rule 1.4 A – E of the Rules and Regulations.

### **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 (RES)** – Single family dwellings, which also includes townhouses, condos, co-ops, modular, mobile on owned or rented ground, and manufactured homes.
- B. TO BE BUILT (TBB)** – Properties that have not had a foundation poured/laid or a slab installed are to appear in TBB.

Once a foundation/slab is present, the listing is to be expired(X) in TBB and entered into the RES section as an Active (A) listing. In the event a new construction listing has a sales agreement present,

the listing may appear in RES at the time of listing. The listing would need to have a status change to C or U after a listing number has been assigned. If a sales agreement is executed for a TBB listing, after it has been listed, the TBB listing is to be expired (X) then relisted as a new listing in RES (then immediately upon listing, the status should be changed to C or U).

If this format is violated, a fine of **\$100.00** will be levied to the Listing Agent.

- C. RESIDENTIAL INCOME (MUL)** – 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 System. It may also appear in other sections.
- D. SUB-DIVIDED/VACANT LOTS (FAL)** – All vacant land/lots that have not had foundations poured or laid.
- E. FARMS/AGRICULTURAL ACREAGE (FAL)** – Farms, farm property, and property zoned agricultural are classified into this section of the Online System. It may also appear in other sections.
- F. MOBILE HOMES** – A pre-owned structure manufactured before 1976, designed and used exclusively for living quarters or commercial purposes, but only incidentally operated on a highway. A mobile home may only be listed in West Penn Multi-List, Inc. if it has a conveyance of property included in the sale or is on leased ground. A Mobile Home cannot be listed with the contingency that it is to be moved from the location of the listing.
- 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 or slab installed, it is to be placed in the TBB section of the Online System. If a foundation has been laid/poured, the new construction must then appear in the RES section of the Online System and removed from TBB by changing the status to X

(Expired). If this format is violated, a fine of **\$100.00** will be levied to the Listing Agent.

In the event a new construction listing has a sales agreement present, the listing may appear in the RES section at the time of listing. The listing would need to have a status change to C or U after a listing number has been assigned. If a sales agreement is executed for a TBB listing, after it has been listed, the TBB listing is to be expired (X) then relisted as a new listing in RES (then immediately upon listing, the status should be changed to a C or U).

- 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. **WATERFRONT PROPERTIES** – Homes which are considered waterfront properties are located on the water and shall not be listed in the system unless a parcel of land is being conveyed or unless verification of a lease for the ground or water where the dwelling is currently positioned is provided.
- K. **ACTIVE LISTING STATUS** – No property shall be entered into the West Penn Multi-List, Inc. unless it is actively for sale. Listings that are SOLD prior to listing may not be entered into West Penn Multi-List unless they are new construction. 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. If this is questionable, WPML has the right to request paperwork for verification purposes. The paperwork will be destroyed after review.
- L. **TRANSFERRING/REASSIGNING LISTINGS EXTERNALLY**– If listings are to be transferred to another office that is not affiliated with the current company where the listing is located, the notice of transfer is required to come, in writing, from the **Broker of record** of the company transferring the listing(s). This notice may be emailed to the WPML office, and it is required to come from the email address of the **Broker of record**. This will occur only to listings within a one (1) year period of list date. **Neither Agents nor Administrative Assistants are eligible to request this change.** The notice is to include the listing number of the property to be transferred and the address associated with the listing to be transferred.

- M. REASSIGNING LISTINGS INTERNALLY**—If listings are to be assigned to another Agent within the same company, they may be transferred by the **Broker of Record or any Administrative Assistant or Agent who has firm-level access for the company.** Reassignments may not exceed one calendar year of the list date of the listing.

**3.2 EXCLUSIVE COMPANY LISTING** – An Exclusive Company Listing Acknowledgment Form shall be used for Seller(s) who have decided they do not wish to have their property displayed in the West Penn Multi-List, Inc. system. The following Rules apply to Exclusive Company Listings:

**A. Forms**

Exclusive Company Listings must be submitted on the form provided by the West Penn Multi-List, Inc. known as the Exclusive Company Listing Acknowledgement. The listing may not be submitted on the West Penn Multi-List, Inc. Standard Exclusive Listing Contract, and failure to utilize the Exclusive Company Listing Acknowledgement will result in a fine in the amount of **\$1,000.00** being levied against the Listing Agent. The fine will **increase by \$1,000.00** for each subsequent violation of the rule by the same Subscriber. This rule does not apply to listings for new construction which are under agreement, as such listings are excluded from this rule.

**B. Time Period for the Submission of the Exclusive Company Listing Acknowledgment Form**

The WPML Office must receive the Exclusive Company Listing Acknowledgement form **within three (3) calendar days inclusive of the Effective Date of the listing** as set forth in the body of the form. For example, if the Effective Date of the listing is Monday, January 14, 2018, that day will count as the first day in the three-day time-period to submit the form to the WPML Office. A violation will not occur in this example as long as the Exclusive Company Listing Acknowledgement form is submitted to the WPML Office by midnight on Wednesday, January 16, 2018. The forms may be submitted by email, and a violation will not occur as long as the submission is made by the end of the third day, as described above, even if the submission occurs during hours the WPML is not open. The three (3) calendar-day time period to submit the form to the WPML Office is based on calendar days and includes weekends and holidays. The form may be submitted by email during non-business hours to satisfy this deadline. **Failure to comply with this time period will result in a fine of \$1,000.00 to the Listing Agent for the first violation. The fine will increase by \$1,000.00 for each subsequent violation of the Rule.**

**The signature date (where the Seller(s) affix their signature(s)) cannot exceed three (3) calendar days before or after the Effective Date, or this will result in a fine of \$1,000.00 to the Listing Agent for the first violation. The fine will increase by \$1,000.00 for each subsequent violation.**

**C. Use of Other Forms**

If an Exclusive Company Listing is taken on a WPML Standard Exclusive Listing Contract 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 three-calendar-day time period.**

**D. Under Agreement and/or Sold Properties**

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 **\$1,000.00** fine billed to the Listing Agent and the listing will be deleted from the system.

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 or sales documents.

**E. Marketing / Showing an Exclusive Company Listing**

Exclusive Listings provide Sellers who wish to maintain privacy and/or to avoid wide exposure of the property that is listed for sale with an option to place the listing within the MLS system.

**Exclusive Company Listings may be marketed and shown ONLY to agents within the Listing Company and their clients.**

Marketing to the public in any form is not permitted. This includes, but is not limited to, flyers, flyers/signage displayed in windows, yard signs, digital marketing on public-facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (including email blasts), social media, multi-brokerage listing sharing networks, phone calls, blasts, public and private meetings, office/company notices, and any applications available to the general public. A violation of any of the above-noted items will result in a fine of **\$1,000.00** levied to the Listing Agent.



If Exclusive Company Listings are displayed or advertised in any of the above-noted sequences, such as, but not limited to, advertising or displaying in any manner to the general public or other brokerage companies, then these listings must be submitted to WPML within the time period established by the Clear Cooperation Policy as defined in WPML Rule 3.26, or a fine of **\$1,000.00** (for the first offense) will be levied to the Listing Agent.

**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 CLOSSES 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.

A listing may not be entered multiple times in the same category. Example: You may not enter a RES listing multiple times in the RES category. The property may be listed simultaneously in subsequent categories (e.g., MUL, CIB, FAL) but not duplicated in any category. The listing, when **sold/closed**, may be reported as **sold** in the correct zoning area, but only once. The West Penn Office will remove duplicate listings that appear as sold in multiple categories.

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 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 Online 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.**

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** will be levied from when the status change occurred.

**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** – All listings entered into the WPML database, whether a listing contract or lease contract, shall utilize the West Penn Multi-List Standard Exclusive Listing Contract or the Pennsylvania Association of REALTORS® (PAR) Exclusive Right to Sell Real Estate Listing Contract or any other form of Listing Contract which the Subscriber chooses to utilize if the Listing in question is a type accepted by the WPML. The WPML does not require a Subscriber to use a listing form other than the form the Subscriber individually chooses to utilize, provided the listing is of a type accepted by the WPML. However, the WPML, through its legal counsel may: (1) reserve the right to refuse to accept a listing which fails to adequately protect the interest of the public and the Subscriber/participants: or (2) Assure that no listing submitted to the WPML establishes, directly, or indirectly, any contractual relationship between the WPML and the client (Buyer or Seller).

The above requirement does not apply to Exclusive Company Listings because the Exclusive Listing Contracts are not entered into the WPML database. In the case of an Exclusive Listing, the West Penn Multi-List Exclusive Company Listing Acknowledgement is required to be utilized, rather than the WPML Listing Contract. The PAR Exclusive Listing Form shall not be submitted to the WPML. Other than the PAR Exclusive Listing Form and the PAR Change Listing Form, Subscribers may use any other form published by PAR as a substitute for the corresponding WPML form. Such forms include the PAR Seller Disclosure Statement,\* PAR Lead-Based Paint form, PAR Consumer Notice form, PAR OGM, and PAR COGM forms. WPML does not accept the PAR Exclusive Listing Form or the PAR Change Listing Form as WPML forms must be used for those purposes. All WPML forms and PAR forms are currently available to WPML Subscribers through the digital online forms provider contracted with West Penn Multi-List. The PAR forms are available from the Pennsylvania Association of REALTORS.

The WPML shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement, which make it possible for the listing broker to offer compensation to other Subscribers of the WPML acting as subagents, buyer agents or transaction licensees. The Listing Agreement must include the Seller's written authorization to submit the Agreement into the WPML.

**Other than the WPML Exclusive Company Listing Acknowledgement and the Status/Change Listing Report, Subscribers may use any form published by the West Penn Multi-List, Inc. OR the corresponding PAR form where approved.**

\* If the PAR Seller Disclosure is utilized, it is to be completed in accordance with the Real Estate Seller Disclosure Law of Pennsylvania, and all WPML Subscribers are responsible to follow this format. West Penn Multi-List, Inc. is not responsible for the information provided on this form.

West Penn Multi-List, Inc. forms are available to print or complete online through the digital online form's provider.

- A.** Every listing shall be entered into the WPML Online System within three (3) calendar days, inclusive of the Effective Date (Commencement Date) noted in the body of the Listing Contract. The Effective Date shall commence within three (3) calendar days of the signature date, and the signature date shall be no more than three (3) days before nor three (3) days after the Effective Date defined in the contract. The three-day time period is based on calendar days and shall include weekends and holidays. In determining whether the listing is entered into the Online System within three (3) days, the WPML Office makes this determination based on the Effective Date. The listing is required to be entered within three (3) days of the Effective Date. **For purposes of example, if the Effective Date is a Tuesday, the three (3) calendar day period shall expire on Thursday of the same week.** In this example, if the Effective Date is a Tuesday, the listing must be entered into the system by 11:59 p.m. on Thursday of the same week or a violation shall occur as the Effective Date of Tuesday shall count as the first of the three-day time period to enter the listing. In the event a Residential Listing is marketed as described in Rules 3.2 B and 3.5 F, the listing must be submitted within one (1) calendar day of the marketing of the Property, which can shorten the three-day time period to submit the listing. If the listing is marketed, as described in Rules 3.2 B and 3.5 F, and the listing is not entered into the system within one (1) day, a **\$1,000.00** fine will be levied against the Listing Agent for the first offense. Repeat violations of this rule by the same Subscriber/Agent shall be subject to increased fines. A second violation by the same Subscriber/Agent shall result in a fine of **\$2,000.00**. A third violation of this rule shall result in a fine of **\$4,000.00** and referral to the Board of Directors for a determination on an increased fine amount, suspension, and/or expulsion. For infractions other than those listings subject to the requirements of Rule 3.2 B and 3.5 F,

the fine for the failure to enter the listing within three (3) days shall be **\$500.00** for the first offense. This fine is also subject to double for each subsequent offense by the same Subscriber/Agent. The second violation of this portion of the rule shall be subject to a fine of **\$1,000.00**. A third violation shall be subject to a fine of **\$2,000.00**, and a fourth and subsequent violations shall be subject to a fine of **\$4,000.00** as well as further sanctions as determined by the Board of Directors. If an Agent/Broker re-enters a listing after it has been placed on HOLD status, without approval from WPML, a fine in the amount of **\$500.00** will be levied to the Agent/Broker who violated this, Rule.

- B.** Use of existing images is expressly prohibited when properties are relisted following the release/cancellation of a listing. Any Subscriber who wishes to relist 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 per image up to a total amount not to exceed \$250** as long as the offending agent removes the images within two (2) days of the dated violation notice. If the images are not removed within two (2) days, then the West Penn Office will remove all images. 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 Seller(s) and can be substantiated or if the property is being relisted by the same Agent, affiliated with the same company as originally listed, or by written acknowledgement from the previous Listing Broker to the newly designated Listing Agent.*

- C.** 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 (Pennsylvania Association of Realtors), 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.
- D.** 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.

No derogatory or personal information concerning the Agent, the property, or the Buyer or Seller will be permitted. This means that no personal information regarding the Agent, agency, website addresses, URLs, bonus arrangements, Agent offers, telephone numbers, email addresses, confidential codes for entry to the property, or any other information not related to the property in question may 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 Seller(s) 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.

- E. 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 Effective Date in the WPML Standard Exclusive Listing Contract or the PAR Exclusive Right To Sell Real Estate Listing Contract. The exceptions to this rule are properties that are listed as new construction. They may be entered with a C or U status. 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 provided on the original listing document.

The West Penn Multi-List, Inc. may request copies of the listing contract and/or sales agreement to verify the date of the listing contract and sales agreement. Upon receipt of these documents, they will not be retained by the WPML Office, but will be destroyed by shredding after the confirmation is noted as the request for a copy of the listing contract is only to obtain confirmation of the date.

**F. Requirement to submit listing upon marketing**

Within one (1) calendar day of marketing any property to the public, the Listing Broker/Agent must submit the listing to the WPML, or within three (3) calendar days inclusive of the Effective Date of the listing described in Section 3.5(A) above, whichever date is sooner. The requirement to submit the listing to the WPML Office within one (1) calendar day of marketing the property does not extend the three (3) calendar day requirement when the listing is to be submitted. The requirement the listing must be submitted within one (1) calendar day of marketing new property in any format is to ensure cooperation with other WPML Subscribers. For purposes of this Rule, the listing must be submitted within one (1) calendar day of the marketing. Therefore, if the initial marketing of the property occurs on a Monday, the listing must be submitted by Tuesday. Likewise, if the initial marketing is on Friday, Saturday, Sunday, or a day before a legal holiday, the listing must be submitted the next calendar day.

This rule applies to marketing the property to the public in any nature and includes, but is not limited to, flyers, flyers/signage displayed in windows, yard signs, digital marketing on public-facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (including email blasts), social media, multi-brokerage listing sharing networks, and the applications available to the general public. The dates set forth herein refer to calendar days and are not extended by weekends or holidays. A violation of this rule will result in a fine of **\$1,000.00** if the property is not entered into the system within one (1) day of marketing. In the event of repeat violations by the same Agent/Subscriber, the amount of each subsequent fine will double such that the second violation would result in a fine in the amount of **\$2,000.00**, and for each violation thereafter the fine amount shall double. The Agent/Subscriber also shall be referred to the Board of Directors and subject to further sanctions, including possible suspension or expulsion.

- G.** 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 in the Online System **more than three (3) calendar days (including weekends and holidays)** beyond the Commencement Date will be placed on HOLD status and a fine in

the amount of **\$500.00**, will be levied to the Listing Agent in accordance with the WPML Rules and Regulations.

All listings will be subject to Rules 3.2A and 3.5F, and violations will result in the fines set forth therein.

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

**H. Accuracy of Reporting Seller Agent Identification Number.**

A rule violation shall occur in the event that inaccurate information is submitted as to the Selling Agent Identification Number. The fine for an initial violation of this offense shall be in the amount of **\$250.00**. Repeat violations will be subject to increased fines. The second violation of this rule shall result in a fine of **\$500.00**. The third violation of this rule shall result in a fine of **\$750.00** and a fourth violation of this rule shall be subject to a fine of **\$1,000.00**. In the event of repeat violations, Subscriber will then be referred to the Board of Directors as Subscribers who violate this rule on more than four (4) occasions may be subject to increased fines or further action by the Board of Directors, including suspension or expulsion.

**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).

The expiration of a listing in the Online System shall only be made by a person who carries OFFICE LEVEL USER OR HIGHER authorization, e.g., Broker, Manager, or Administrative Assistant. This is because the Broker of Record has a proprietary interest in the listing.

All changes are to be reported in the Online System **within three (3) calendar days of implementation.**

Any violation of this rule shall result in a fine of **\$50.00 per day** levied to the violator.

**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 System or via mail 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 email 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. In this case, the fine will be levied to both the listing and selling offices 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 Agent until the status change is affected. If the Listing Agent changes the status to Withdrawn (W) versus the Expired (X) status, the fine will be levied at **\$50.00 per day** for identifying the wrong status.

**3.7 WITHDRAWAL OF LISTINGS – WITHDRAWN** means TEMPORARILY OFF THE MARKET. A listing may be withdrawn from the Multi-List Service by the Listing Broker at the request of the Seller(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(s) 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. A HOLD listing will remain in the Online System for 30 days from the date it was placed on HOLD status. After 30 days, the listing will be deleted from the West Penn system.

**3.9 EXCEPTIONS TO A LISTING –** All listings submitted to the WPML Office may not carry exceptions in any form. This includes, but is not limited to,

deed restrictions, income guidelines and contingencies, etc. The listings also shall not include any exception or contingency which could be construed as discriminatory on the basis of race, color, religion, religious creed, sex, disability (physical or mental), familial status (children under 18 years of age), age (40 or older), national origin, use or handling training of support or guide animals, or the fact of a relationship or association to an individual known to have a disability as reasons for refusing to show, sell, or rent properties, loan money or set deposit amounts, or as reasons for any decision relating to the sale of the property, as such limitations are prohibited by Federal, State, and/or Local laws in existence at the time of the listing. In the event an exception or contingency which has not been pre-approved is discovered, the listing will be placed on HOLD status and the Agent will be notified the listing has been placed on hold.

**3.10 TERMINATION OF A 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 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.

Upon a listing's transfer to X or W status it shall be a violation for a Listing Agent or any Subscriber to remove information to make it difficult for other agents to search for listings that have been placed in the terminated/expired status. This includes the removal of the image in slot #1 which is the view of the entry of the structure or any other listing information which results in it being more difficult to search for listings which have been placed in the X or W status. A violation of this Rule will result in a fine of \$250.00 for the initial violation. The amount of the fine for subsequent violations shall double for each subsequent offense by the same Subscriber.

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, in writing, 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 Seller'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(s). Listings may not be extended beyond 365 days. New paperwork is required for a relist.

When a Subscriber receives notice to cancel the listing from the Seller(s), it is the listing office's responsibility to change the expiration date (or notify the WPML 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 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 sold listing is to be closed out according to the correct zoning location. 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 Seller(s), or expires; *and*
- B.** It is relisted by the same Seller(s) with another Broker in West Penn Multi-List, Inc., within 10 days after the effective date of termination or expiration: *and*
- C.** If 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 compensation. 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 Seller, allowing for the ten (10) day termination notice, effective July 1, and the property is subsequently listed by the same Seller 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 compensation.

**Example 2:**

In the above illustration, if the property were put under contract on July 12, then the listing compensation 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** – All listings entered into the West Penn Multi-List, Inc. Online System are required to have a fully executed listing contract in place. The listing contract may be either a WPML Standard Exclusive Listing Contract, or the PAR Exclusive Right to Sell Real Estate Listing Contract or a listing contract the Subscriber chooses subject to the requirements of Rule 3.5.

The WPML does not dictate the form of the listing agreement between the Subscriber and the Seller(s) except that:

- A.** The listing agreement must adequately protect the interest of the public and the participants/Subscribers.
- B.** The listing agreement must NOT establish, directly or indirectly, any contractual relationship between the WPML and the client (buyer or seller); and
- C.** The WPML does not collect or retain listing contracts. In the event a complaint is received by the WPML office from another Subscriber, the listing agent/Subscriber shall submit the listing contract to the WPML office for review and determination of whether a violation occurred. The contract will then be disposed of rather than retained in the WPML office. The listing agreement must include the seller's written authorization to submit the listing information to the WPML. Failure to

comply with this section shall be considered a violation and shall be subject to a fine of \$1,000.00

All listings entered should have a West Penn Multi-List, Inc. Seller Disclosure, or a Pennsylvania Association of REALTORS Seller Disclosure (if applicable), and all other appreciable forms that are required with that specific listing. The type of forms will vary according to type of listing and requirements by the State of Pennsylvania.

**3.17 SELLER(S) SIGNATURE** – All Sellers are required to sign the listing documents and if there are more than one (1) seller of the property, then each must sign the documents.

**3.18 SIGNATURE OF SELLER(S)** – The person(s) signing as the Seller(s) shall have the ability to produce and shall produce documents proving his/her ability to list the property for sale if there is a discrepancy noted from the actual deed.

If other factors exist, such as: Power of Attorney, Guardianship, etc., the WPML Office may request copies of such documents so that the person entering into the Listing produces proof of their authority to do so.

If the Seller(s) is a company, corporation, Trust, etc., the name of such entity must be entered in this area.

The name of the Seller(s) is required to appear in this field. Due to space issues, the LAST NAME(S) of the Seller(s) MUST appear first, or the listing will be placed on HOLD status until the WPML Office receives valid proof of the Seller(s) name. Nicknames, variations of the name, first names, and middle initial/name are not acceptable for listing a property in the West Penn Multi-List, Inc. If an Agent/Subscriber violates this Rule, the infraction will be brought to the Board of Directors of the West Penn Multi-List., Inc. for a fine.

See Rule 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 Seller(s) finding a suitable dwelling or purchase of another home. If a listing is entered into the Online System 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 Seller(s).

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 the 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(s) will have **three (3) calendar days** after notification to either remove the contingency or remove the listing, except as noted in Rule 3.9, or the listing will be placed on HOLD. West Penn requires documentation from the Seller(s) regarding the removal of the contingency/exception before the listing can be reactivated in the Online System.

The exception to this prohibition against contingencies shall include a listing of a unit in a condominium, planned community, and/or cooperative in the Commonwealth of Pennsylvania which contains a right of first refusal in its governing documents.

**3.21 LISTING POLICY AND PROCEDURE** – Each Listing entered into the West Penn Multi-List System shall be for property which is available to transfer by a Deed capable of conveying good and marketable title. The listing procedures and requirements set forth below shall be followed for each such listing entered into the system:

- A.** All blank areas on the listing contract must be completed.
- B.** Those listings which consist of multiple parcels may be included in either one (1) listing contract and placed in the Online System with one (1) listing number or submitted as separate listings, each with its own listing contract and/or listing number. In the event that one or more but less than all of multiple parcels which are submitted under one (1) listing contract placed in the Online System with one (1) listing number become the subject of an Agreement of Sale, the listing shall be expired, and a new listing entered with the parcel(s) which have sold being removed from the listing. The remaining parcel(s) shall then be re-listed with a new listing number assigned and the updated pricing information included. In the event that multiple parcels which were entered under one (1) listing contract and placed in the Online System with one (1) listing number have sold, then the sale price, which is reported to the West Penn Multi-List, Inc. shall be the actual sale price for the individual parcel(s).

The sale price for each such parcel must be the actual sale price as reported to the county.

- C.** All listings entered into the Online System are required to be taken on the forms prescribed by the West Penn Multi-List. The use of the PAR listing contract is acceptable. 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-overs and scratch outs, must be initialed by the Seller(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 for subdivisions or new construction (never occupied).

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 that the Listing Broker include and designate on this section of the form the compensation being offered by the Listing Broker to the Selling Broker. This section of the form is mandatory and must be completed. For those listings which do not offer compensation to the Buyer's Agent, this section of the form should not be left blank. Rather, the form should be completed by indicating \$0.00 if no compensation is being offered. For those listings in which compensation is being offered, the amount must be designated on the form. The Listing Broker may modify the SAC/BAC/TLC offered to other Brokers without notifying the WPML Office of such modification as the WPML plays no role in such negotiations or agreements.



- K.** If there is a different compensation 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 **\$100.00**.
- 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 **\$5.00 per day** will be levied to the Listing Agent until the areas are completed or corrected.

Certain fields in the Online System are designated as mandatory and must be completed. If any of the mandatory fields are not completed, a fine in the amount of **\$5.00 per day** will be levied on the Listing Agent. The Agent is responsible to complete the fields that are mandatory. If the Agent is not able to complete a mandatory field because of circumstances, such as new construction or other situation, the Agent should include a designation in the field explaining why the information was unavailable, such as N/A or See Agent Remarks and shall also provide an explanation in the AGENT REMARKS field why the mandatory field(s) have not been completed.

- N.** If at any time an Agent/Broker places a non-Service-supplied lock box on a listing in the Online System, and 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. The access code for any lock box may not appear anywhere in the listing data.

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 Listing Agent should obtain direction from the Broker of Record as to whether this information is obtained from county tax records, an appraisal, Realist<sup>®</sup>, 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. The Service also may remove any information from a listing that does not conform with the WPML Rules and Regulations or is offensive or confidential.

**3.23 IMAGES** – Each office/company is required to provide their own images within the Online Service. Each image that is added to the Online System shall not include images of individuals in the home. The inclusion of images (including photos) of children or other individuals on the property is strictly prohibited. The West Penn Office will remove any offending image.

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 of the dwelling/main structure (if residential) or building/main structure (if commercial) is mandatory. This also applies to FAL properties that may have multiple structures/buildings. This image in SLOT #1 may not be a split screen or multiple screenshots. There are no exceptions. If an image other than a dwelling/main structure and/or building/main structure EXTERIOR VIEW ENTRANCE is uploaded, the fine is set at **\$100.00** and will be levied to the Listing Agent. The Agent will be notified of the infraction and will have one (1) day to correct the violation. If the image is not removed/replaced, the West Penn office will remove the image and notify the Agent. The Agent will have one (1) day from notification to add an acceptable image of a dwelling EXTERIOR VIEW ENTRANCE to the image line up.

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 who 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: Seller(s) 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 information.

The Seller(s) may request removal of images (except for the EXTERIOR image in SLOT #1) after the sale of said property. This request is required to be sent to West Penn Multi-List by the Listing Agent.

- C. When properties are relisted following the release or expiration of a listing, the Broker/Agent relisting 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.

This does not apply if the Agent relisting the property 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 two (2) days 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 Seller(s), 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 **\$25.00 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 listing that have a building or dwelling erected thereon. This rule will apply to all listings, regardless of status. The total amount of the fine will not exceed **\$250.00**.
- F.** 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.
- G.** 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.
- H.** 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 from the LISTING BROKER. *Permission for such use is not valid if provided by an Associate Broker, Manager, or Listing Agent. Permission may only be obtained from the LISTING BROKER.*
  - 2.** The letter allowing the use of the images must be sent to the MLS office within two (2) days of appearing in the Online System; it must include the property address and listing

number and must be received by the WPML Office prior to use. Failure to ensure receipt of the written authorization by WPML in advance of using the images will result in a fine of **\$100.00 per image up to a total amount not to exceed \$250** which 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, by number assigned in the system, 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 a fine for non-compliance. The amount of the fine will be determined by the WPML Board of Directors.

**3.24 VIRTUAL / DIGITAL STAGING OF IMAGES** – Virtual Staging is defined as using a photo editing software or other means to create a photo or conceptual rendering of what the interior room(s) and/or interior of the property would look like if the current image was staged to appear differently than at the time the photo or image was taken. An example would be to place furniture so that the image provides an example of what the room would look like with furniture being in place. Any virtual staging of the images shall be only of the interior of the property and no photos of the exterior of the property shall be virtually staged. The Agent is required to click on the YES box for virtual staging. If this box is not checked YES and the listing has been staged, the infraction will be brought before the Board of Directors of West Penn Multi-List, Inc. for a fine.

The Twilight Feature for the EXTERIOR of the home is the ONLY allowable exterior virtual staging feature permitted. The Agent is REQUIRED to click YES on the Digitally Enhanced box if Twilight was utilized. If the Agent has not checked this box and Twilight was utilized, there will be a fine levied by the Board of Directors of the West Penn Multi-List, Inc. to the Agent who violated the Rule.

Subscribers also are not permitted to include visual elements concerning the property which do not exist, such as the inclusion of a golf course, lake, ocean, mountain, or any other scene or location which is not an accurate description of the actual background of the subject property.

Subscribers also should not modify visual elements of the interior of the property, such as holes in the wall, exposed wiring, damaged flooring, or any other condition of the property itself. The use of virtual staging shall also not include branding, nor shall it include images of people or words or descriptions across the image. The image also shall not distort the dimensions of a room or space by placing small furniture within a room to make the room appear larger or any other distortion of the actual dimensions of the image itself.

A fine shall be imposed upon the Subscriber who violates the Virtual/Digital Staging of Images rule. The initial fine shall be in the amount of **\$500.00** per occurrence, and the staged or modified photo shall be removed from the listing. In the event of repeat violations of this rule, the fine may be increased at the discretion of the West Penn Multi-List, with the amount of each subsequent violation increasing **\$500.00 per occurrence**. This is not relative to the use of twilight.

**3.25 PROCEDURE TO OPT OUT OF INTERNET DISPLAY OF LISTING**

**INFORMATION** – The PAR OPT form, as may be amended, defines certain options for the Seller(s) to elect concerning the display of property information. The Seller(s) may elect the option of not having the property information and/or address displayed on the internet. The Seller(s) 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 three (3) calendar days** of this form being completed. The failure to return this form to the WPML Office **within three (3) calendar days** shall result in a fine in the amount of **\$250.00 per occurrence**.

**3.26 CLEAR COOPERATION POLICY FOR RESIDENTIAL LISTINGS – Each**

**Residential Listing is subject to the following requirements:** Within one (1) calendar day of marketing a Residential Listing to the public, the Listing Broker must submit the listing to the WPML for cooperation with other MLS Participants. The one (1) day time period to submit the Residential Listing is one (1) calendar day and shall not be extended in the event of a weekend or holiday. Marketing to the public and the requirement to submit the listing within one (1) day thereof applies to marketing of any nature, including, but not limited to, flyers displayed in windows, yard signs, digital marketing on public-facing websites, Brokerage website displays (including IDX and VOW), digital communications marketing (including email blasts), social media, multi-brokerage listing sharing networks, and the applications available to the general public. Copies of the Listing Contract are to be provided, upon request, to confirm the date of execution and will then be destroyed as WPML does not retain the copies. A violation of any of the terms of this rule shall result in a fine of **\$1,000.00** for the first violation and will be

subject to the fine doubling for subsequent violations. These requirements apply to all Residential Listings.

## 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 three (3) calendar days** of execution, or a **per-day fine of \$50.00** will be levied to the Listing Agent until the listing status is reflected as either a C or U. 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 Online System and the selling office (if not the same) would send a Status/Change Listing Report to the WPML Office via email if the listing company has not complied.

- A. BANKRUPTCY** – The conditions of sale regarding bankruptcy properties hinge on what the bankruptcy court has determined in the sales agreement. The listing cannot be reported as a C or U status until the sales agreement has been approved by the Bankruptcy Court.

- 4.2 CONTINGENCIES** – A listing may only be placed under the status of C if the 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 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(s) 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 the listing number noted on the addendum.

**The only PAR form that will permit a listing to remain ACTIVE (A) in the Online System is the PAR FORM: SSP/CM. A copy of this form is required to be sent to the West Penn Multi-List, Inc. Failure to comply**

**will result in the listing placed on HOLD STATUS until the form is received, signed by all parties.**

If a company has designed their own form, it must be in compliance with the Rules and Regulations of West Penn Multi-List, Inc. The language for the form must be approved by WPML prior to usage. Any such form submitted to the West Penn Multi-List, Inc. for verification of the contingency must be comparable to the PAR form SSP/CM or any other form that PAR may publish that is consistent with the SSP/CM form. WPML retains the right to reject the form if it is similar to the PAR forms: SSP/TKO or SSP.

The listing status may not be changed to Active until either the PAR form REL or TER has been signed by the appropriate party or parties. 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. If the property is in bankruptcy, the listing is required to remain in the status of A until approved by the court.

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

**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 Seller(s), 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 \$1,000.00. For each subsequent violation by the same Broker or Sales Associate, the fine will increase by an additional \$1,000.00 per occurrence, to deter repeat violations.**

It is recommended that whenever a Subscriber indicates "no showing until a specific date" that you also change the SHOW information in the Online System to correspond with the request as well as the CONTACT name and phone number.

- A.** Any alleged violation of the rule concerning the showing of a property when other Subscribers are led to believe the property is



not available for show shall be referred to the Executive Director of West Penn Multi-List, Inc.

- B. 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.**
- C. The Executive Director shall conduct an independent investigation of the alleged violation:
  - 1. 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. Prior to proceeding with the investigation, the Subscriber who is alleged to have committed the violation shall be notified of the complaint and provided an opportunity to respond.
  - 2. 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 D shall be implemented.
- D. The Executive Director, upon determining that a violation may have occurred, shall 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:
  - 1. The Respondent shall have a period of ten (10) days in which to file a written answer to the Complaint. This response should contain all information pertinent to the allegations and a timeline, if applicable, as well as any other documentation pertinent to the alleged violation of the occurrence.
  - 2. The Respondent shall be notified that the fine for a first offense is set at **\$1,000.00**, and this fine, if levied, shall have a due date as noted on the statement sent to the Respondent.
  - 3. At the conclusion of the review, the Executive Director shall notify the Respondent of the decision, and that decision shall be final and not subject to any appeal.

- E. If a sales agreement is executed during the NO SHOW period, it is required to be presented in accordance with Pennsylvania State Real Estate Commission rules. The agreement may be presented to the Listing Agent/Company but viewing the interior of the property by the prospective Buyers is not permitted during the NO SHOW time element. The property may be viewed after the NO SHOW time period has elapsed.

The sales agreement is required to have a statement, initialed by both the prospective Buyer(s) and the Seller(s), indicating that the offer is being presented "sight unseen" or similar verbiage to that effect. ALL parties must initial the statement. Failure to follow this format of presenting an offer during NO SHOW will carry a fine of **\$1,000.00**.

- 4.4 CANCELLATION** – A cancellation of a sale, or termination of a sale agreement, shall be reported in the Online System **within three (3) calendar days**, or a fine will be levied for an incorrect status (**\$50.00 per day**).

- 4.5 TIME / METHOD OF REPORTING** – All reports that are required to be implemented under this section (Section 4 Selling Procedures) shall be made **within three (3) calendar days** of the occurrence of the matter to be reported, by entering the information into the Online System, or sending it to the West Penn Office by mail or email.

If the reporting of sales or under agreements is not reported **within three (3) calendar days** from the time of all signatures being affixed, a fine will be levied from the West Penn 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 Online System ("unknown" is not acceptable) will receive an initial fine of **\$100.00** 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 West Penn Standard Exclusive Listing Contract. This format requires the Seller(s) to send a CERTIFIED LETTER return receipt to the Listing Broker giving a ten (10) day notice of cancellation. If the Seller(s) 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:**

This rule applies to Brokers, Agents, and Appraisers.

**APT OCC** – Appointment with occupant: The showing real estate Agent/Appraiser is to call the Seller(s), 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 Supra Key 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 Supra Key will be deactivated until the fine is paid.

**CALL/LB** – Call/lock box: The Showing Agent/Appraiser is required to call the Seller(s)/Contact to show the property. If the Showing Agent is unable to reach the Seller(s)/Contact, the property MAY be shown using the lock box to gain access. If the Seller(s)/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 Seller(s)/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 Supra Key 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 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 Supra Key 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 Supra Key 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 Agent or Appraiser is required to contact the person designated as the 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 after confirmation of the APPOINTMENT. Confirmation of the scheduled appointment must be by phone or in writing in the form of a text message or email. Confirmation is not to be presumed, and telephone confirmation requires actually speaking with the contact rather than simply leaving a message. Confirmation requires agreeing on a date and time for the showing. **Confirmation by text, email, or other format shall not be presumed and is established by a reply.** If the Showing Agent or Appraiser violates the SHOW instructions, a fine of **\$500.00** will be levied to the Agent/Appraiser. If it has been determined that a violation has occurred, the showing information will be obtained from the lock box to levy the fine. The Agent/Appraiser who violated the SHOW request will be fined **\$500.00** (for each offense) and will 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 pickup 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 (individual who picked up the key) has not returned the key, the Showing Agent's/Appraiser's services will be placed on **HOLD** until the key is returned. If the key is unavailable for use after 48 hours of a request, a **\$5.00 per day** fine is levied to the Showing Agent/Appraiser until the key to the property is produced. This fine levied to the Showing Agent/Appraiser will have a due date of 30 days. If the fine is not paid within 30 days, the Showing Agent's/Appraiser's Supra Key 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 Supra Key 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 Supra Key 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 Supra Key will be deactivated until the fine is paid in full.

**OTHER –** Other: Call the Listing Agent to receive showing information. If a lock box is present, a fine of **\$100.00** is levied to the Listing Agent. This fine is due and payable within 30 days. If the fine is not paid within 30 days, the Listing Agent's Supra Key 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 Online System. If a lock box is present on a property and it is not indicated in the Online System, 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 System, lock boxes, forms, upgrades to the system, training, help desks for keys and Online System, 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/Certified Home Inspector/Certified Radon Tester 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 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.

An Agent ID# (identifying account number for each participant in the West Penn Multi-List, Inc.) will be issued to each system participant in accordance with their affiliation with the State of Pennsylvania and qualifications required in West Penn Multi-List, Inc., including Appraisers, Home Inspectors, and Radon Testers. Each participant will be issued a specific Agent ID# in the system that will identify them as an authorized user. Only one (1) Agent ID# may be issued to the following system users: Broker, Associate Broker, Agent, Appraiser, Home Inspector, and Radon Tester. At no time may a system user have more than one (1) Agent ID# assigned to them. Agent ID#s currently in use (and not in use) and assigned to specific system users may not be reassigned to another system user.

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 being charged MLS Service Fees,

the Service will have the right to add the individual to the next month's billing cycle. A **\$100.00** fine for this infraction will be levied to the Agent who is currently active in the Service.

## **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 who 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# and login 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 affiliated with 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 who 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.** The Broker/Manager/Certified Appraiser/Certified Home Inspector/Certified Radon Tester must submit the appropriate form—New Agent or Agent Status Change Form, New Home Inspector or Home Inspector Status Change Form, or New Radon Tester or Radon Tester Status Change Form--and email or mail it to the WPML Office. All fields must be completed, including effective date of cancellation, Agent ID#, and Office ID# of the office cancelling the service; and all requested documentation must be attached. If the Agent is going into escrow or referral, a copy of that paperwork is required to be submitted with the notice. **Agents cannot cancel Multi-List Service.** The form must be signed by the Broker, Manager, Certified Appraiser, Certified Home Inspector, or Certified Radon Tester.

**B.** The Status Change form instructing cancellation **MUST** arrive before the 15<sup>th</sup> day of the month to avoid MLS charges for the current month.

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, Home Inspector, or Certified Radon Tester is not provided at the time of cancellation, the individual's key will be suspended until notification is provided (in writing) to the West Penn Multi-List, Inc.

**D.** After the Status Change form instructing cancellation is received by West Penn Multi-List, Inc., all MLS services to the individual will be cancelled, and they will no longer have access to the Multi-List Service. If the individual has a Supra eKEY lease, the key will be suspended, but monthly key charges will continue until the key is cancelled by the lease holder. Requests for cancellation should be emailed to [inbox@westpennmls.com](mailto:inbox@westpennmls.com).

**E.** If an Agent cancels their Supra eKEY lease, this does not cancel their MLS Service unless a Status Change form cancelling MLS service also is received by WPML. This form must be signed by the Broker, Office Manager, Certified Appraiser, Certified Home Inspector, or Certified Radon Tester. Only the Broker, Office Manager, Certified Appraiser, Certified Home Inspector, or Certified Radon Tester can cancel an Agent's, Appraiser's, Home Inspector's, or Radon Tester's Service. The cancellation of a key does not constitute cancellation of Multi-List Service unless the



appropriate Status Change form and attachments are submitted to the WPML Office.

- F. All existing listings carrying the transferred individual's ID# should be transferred, by written direction from the Broker of Record to another active Agent/Broker within the office who carries an active ID#, or to the new office of the transferred Agent.
- G. All lock boxes in the possession of an Agent who leaves an office must be returned to that office or to the WPML office.
- H. Unlicensed Administrative Assistants do not generate a monthly charge. WPML does request that upon departure of an Administrative Assistant, a written notice is to be sent to deactivate their ability to use the system. There is no charge for this. West Penn is to be notified of the new Administrative Assistant's name, and a new number and password will be issued.

**6.3 ELECTRONIC LOCK BOXES** – Lock Boxes are the property of the West Penn Multi-List, Inc. They are LEASED to the Broker of Record of a Subscribing Real Estate company. If a lock box is lost, stolen, damaged, defaced, or rendered inoperable in any way, the Broker of Record will be billed the current replacement cost fee. Lock boxes are issued according to the number of available Active listings — not Agent count.

Lock boxes are not issued to Agents. Lock boxes are issued to the Broker of Record only.

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

WPML may recall lock boxes after review of a company's lock box inventory. If WPML determines that the amount of lock boxes "not in use" exceeds what is reasonable and customary based on available listings in the company's inventory, the overage will be recalled. It will be the responsibility of the Broker of Record to have the recalled lock boxes delivered to the MLS Office within the time period outlined in the recall request.

**The following may NOT be altered, or a fine of \$100.00 will be levied to the agent who made changes to the box:** the CBS may not be activated; the shackle code may not be changed; the time selections may not be changed to anything other than those permitted in WPML, which are 24-hour access or TIMED ACCESS (preset by WPML). Each such violation of this rule shall result in a fine to the Agent of **\$100.00 per occurrence**, and a separate occurrence shall be recognized for each

alteration that is discovered. Subsequent violations of this rule shall result in the amount of the fine **increasing per occurrence** at the discretion of the WPML Board of Directors.

If the box is changed to 24-hour access, the box **MUST** be changed back to **TIMED ACCESS** after removal of the box from the property. Failure to comply will result in a fine of **\$100.00** to the Agent.

The lock box should be removed within 24 hours after a listing has been Sold/Closed.

**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 System, Supra Key, etc.) among the Subscribers. **Example:** Agent/Licensed Assistant/Unlicensed 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, CERTIFIED HOME INSPECTOR, OR CERTIFIED RADON TESTER 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, Home Inspector, or Radon Tester 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, Certified Home Inspector, or Certified Radon Tester 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:

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.

**Example:**

If a Subscriber joins as a Certified Home Inspector or Certified Radon Tester 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 key.

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, hold 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 and 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/Radon Tester Fines - Any fines incurred by Agent/Appraiser/Home Inspector/Radon Tester and/or authorized user will be billed directly to the Agent/Appraiser/Home Inspector/Radon Tester on a separate billing process. If the balance of the fine is not paid in full within 30 days, the Agent/Appraiser/Home Inspector/Radon Tester'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 Brokers/Agents/Appraisers/Home Inspectors/Radon Testers 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, Certified Radon Tester, 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/Certified Radon Tester wishes to subscribe to the Service, the admission fee and all past indebtedness is required to be paid before Subscribership can be approved.

## **SECTION 9. DISPUTES**

- 9.1 DISPUTES OF RULES AND REGULATIONS** – Certain procedures apply to disputes involving the West Penn Multi-List, Inc. Rules and Regulations that all Subscribers are to follow. The West Penn Multi-List is established to provide an exchange of information for real estate Brokers, Agents, and Certified Appraisers, and the Rules and Regulations of the West Penn Multi-List, Inc. define the process and procedure for the distribution and processing of data. Therefore, disputes/complaints which are submitted to the West Penn Multi-List Office are limited to those matters involving a specific West Penn Multi-List, Inc. rule and no other matters outside of the jurisdiction of the West Penn Multi-List, Inc.
- 9.2 FEE / COMMISSION / ETHICAL DISPUTES** – Any dispute/complaint which is submitted to the West Penn Multi-List, Inc. Office must be limited to specific West Penn Multi-List, Inc. rule violations. The West Penn Multi-List, Inc. does not act as an arbitrator or grievance committee to hear or resolve any dispute that involves commissions, the division of fees, or ethical practices nor does the West Penn Multi-List, Inc. hear or resolve disputes or complaints involving the Sales Agreement or the sale of a particular property. Such matters are handled outside of the West Penn Multi-List, Inc. and are to be submitted through the appropriate channels, such as the Board of Realtors, Pennsylvania Association of REALTORS, National Association of REALTORS, Pennsylvania Real Estate Commission, or other entity which has jurisdiction of such disputes.
- 9.3 PROCESS FOR SUBMISSION OF DISPUTES INVOLVING RULES AND REGULATIONS OR DATA** – Any dispute submitted to the West Penn Multi-List, Inc. Office shall be limited to alleged violations of the West Penn Multi-List, Inc. Rules and Regulations, and these may include issues

involving the submission of data, etc. Such disputes/complaints are not to be submitted to the West Penn Multi-List, Inc. Office directly by Agents. Rather, these disputes are to be submitted by the Broker of Record. Such disputes/complaints must also be submitted in writing. For purposes of this Rule, an email is sufficient for the dispute/complaint to be considered. Each such dispute/complaint must identify the specific West Penn Multi-List, Inc. Rule(s) which are alleged to have been violated and include a copy of the listing in question which is to be appended to the dispute/complaint.

## **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.

- A.** 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 reusable by West Penn Multi-List will result in a current replacement fee cost levied to the Broker of Record/Subscriber.

Removal of an inoperable lock box will be at the time and expense of the Broker/Subscriber. If a lock box is unresponsive and must be removed (cut off the property), the Agent will need to secure a reference number (RMA#) from Supra, the lock box manufacturer. The reference number will need to be obtained prior to cutting the box from the property. Failure to secure a reference number will result in the Broker of Record being charged the current replacement fee for the lock box.

Once an unresponsive lock box is removed from a property, it must be returned to the West Penn Office WITH THE REFERENCE NUMBER and Office ID number. After processing, a replacement lock box will be sent to the office to which the lock box is assigned as long as the inventory warrants replacement.

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.**

- B.** 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.

Fines will be imposed to the Listing Agent for incomplete listing data in the West Penn system for the following missing or incorrect features:

1. **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. 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.
2. **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.
3. **SELLER(S) NAME** – The legal name (not initials or variations) of the Seller(s) must appear in the Online System at data entry, or a fine will be levied. See Section 3.12 C regarding Corporate Listings and Seller(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 and concise information within 48 hours of data entry into the system. The fine for non-compliance will be **\$5.00 per day** from the list date until the information is entered.

4. **SUB-AGENCY AND BUYER AGENCY COMPENSATION - (SAC) AND (BAC)** – These areas on the input sheet are required fields and **MUST** be completed. The field may **NOT** carry the full rate of the listing compensation 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 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.**
5. **ICD – IN-HOUSE COMMISSION DIFFERENCE** – 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**. This follows the format suggested by PAR/NAR.
6. **NSF OR ACCOUNT-CLOSED CHECK** – A **\$50.00** service charge will be levied to anyone who submits a check to West Penn Multi-List that does not clear the bank. If the WPML Office receives three (3) NSF (non-sufficient funds) 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.

**C. REMOVAL OF DATA / IMAGES** – 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 Seller(s) 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 reinstate Service, such Subscriber must pay all outstanding indebtedness to the Multi-List. The West Penn 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 Subscribership in the Multi-List. If an expelled Subscriber should thereafter wish to rejoin the Multi-List, all past due indebtedness plus a new admission fee will be due.

The West Penn 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 a 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 SMARTPHONE APP USED AS A KEY**

- 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 redistributed within the West Penn system. Each Broker is required to participate in the lock box recalls from the West Penn Multi-List, Inc. when they arise. Failure to respond in the prescribed time allotted will result in a fine and temporary cessation of Services until compliance is met.

If a lock box is placed on a property LISTED in the West Penn Multi-List and noted in SHOWING INSTRUCTIONS, 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 or if the listing is out of the coverage area of the West Penn Multi-List, Inc.. This non-Service lock box may NOT carry instructions for 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.

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. Lock boxes may be rotated within specific companies that have multiple offices if the office notifies WPML in writing of the lock box's new location.

Lock boxes are not automatically transferred when a company merges or is purchased. In this case, ALL lock boxes must be returned to West Penn Multi-List within 14 days of a change in deeded ownership of the company unless other arrangements have been made with the approval of the West Penn Office **PRIOR TO** the Subscriber office closing or a deeded ownership change. Failure to comply will result in a charge to the company to replace the lock boxes at current market value plus tax, shipping, and handling.

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, or damaged, the cost for replacement will be the responsibility of the Broker of Record who carries the lease on the lock box. The cost for replacement will be at current market price plus Pennsylvania 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 to an office based upon their listing inventory of the office—not Agent count. 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 redistributed by the West Penn Office on a regular basis.

**A. LOCK BOX INTERNAL DATA** – Agents are not permitted to add their personal information into the Supra Lock Boxes. The boxes are the property of the West Penn Multi-List, Inc. The information, if entered, would be retained within the box itself and would hinder the next user of the lock box. This is fineable at **\$100.00 per instance** billed to the Agent who has entered the information.

**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 or agents is **not** set at 100%.

**11.4 ORDER PROCEDURE** – Before a lock box order 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 emailed to the Service. This request must carry the company name, office ID#, and name of the 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, an order will be prepared.

The West Penn Office will contact the Subscriber office when the order is prepared and ready for distribution. It will be the responsibility of the office requesting the lock boxes to make arrangements to pick them up at the West Penn Office.

**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 14 days unless other arrangements have been made with the approval of the West Penn Office **PRIOR TO** the Subscriber office withdrawing. Failure to comply will result in the Subscriber office being required to replace the lock boxes at current market value plus tax, shipping, and handling.

If a Subscriber office retires from the Service and transfers its lock boxes to another Subscriber office without the consent of West Penn Multi-List, the company that took possession of the lock boxes must return them to the West Penn Office. Failure to do so within 14 days of notification will result in the Subscriber office being required to replace the lock boxes at current market value plus tax, shipping, and handling.

**11.6 INOPERABLE, LOST, BROKEN, OR DAMAGED BOXES** – If a lock box becomes inoperable, lost, 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 damage is caused by unusual wear and tear, paint, or insertion of foreign matter (key rings, paper, paper clips, rubber bands, etc.), a charge will be levied to the Broker. **NOTHING**

is to be placed inside the lock box key cup other than the key(s) to the property (not on a key ring). If it is found by the West Penn Multi-List, Inc. that foreign matter has caused a jam, the Listing Broker will bear the cost of repair/replacement at current market value plus tax, shipping, and handling.

Removal of an inoperable lock box will be at the time and expense of the Broker/Subscriber. If a lock box is unresponsive and must be removed (cut off the property), the Agent will need to secure a reference number. This number will be supplied by the manufacturer, Supra Products, Inc., and will need to be obtained prior to cutting the box from the property. Failure to secure a reference number will result in the Broker of Record being charged the current replacement fee for the lock box.

Once an unresponsive lock box is removed from a property, it must be returned to the West Penn Office WITH THE REFERENCE NUMBER and Office ID number. After processing, a replacement lock box will be sent to the office to which the lock box is assigned **if the inventory warrants a replacement box.**

**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 as requested by WPML. If lock boxes are rotated, WPML is required notification of rotation.

**A. LOCK BOX REMOVAL** – The Listing Agent is responsible for lock box removal from the property. The lock box should be removed **within three (3) calendar days** after closing, withdrawal, or expiration. Failure to comply with the removal policy will result in a fine of **\$5.00 per day** levied to the Listing Agent until the lock box is removed.

**B. LOCK BOX SHOW INFORMATION** – It is the responsibility of the Listing Agent to change the SHOWING INSTRUCTIONS 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, withdrawal, or expiration. Failure to comply with the change policy will result in a fine of **\$5.00 per day** levied to the Listing Agent until the lock box SHOWING INSTRUCTIONS field is corrected. If for any reason the Agent is unable to change this field, a Status/Change Listing Report should be emailed 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 Multi-List Service. 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 with a valid listing number.

**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 SHOWING INSTRUCTIONS area of the Online System, 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. If an Agent violates APT/LB, the fine is **\$100.00**.

The shackle code assigned to a lock box may NOT be changed by anyone for any reason except the WPML Office. If an Agent or Broker changes the shackle code of any lock box on lease to that office, a fine of **\$500.00** will be levied to the Agent or Broker who made the change.

**11.11 TIMED ACCESS** – ALL lock boxes shipped from the West Penn Multi-List, Inc. are set for TIMED ACCESS and can be changed to 24-hour access by contacting Supra and notifying the Listing Broker. The lock box must be changed back to TIMED ACCESS when removed from that specific property.

**The following may NOT be altered or a fine of \$100.00 will be levied to the Agent who made changes to the box:** the CBS may not be activated; the shackle code may not be changed; the time selections may not be changed to anything other than those permitted in WPML, which are 24-hour access or TIMED ACCESS (preset by WPML). Each such violation of this rule shall result in a fine to the Agent of **\$100.00 per occurrence**, and a separate occurrence shall be recognized for each alteration that is discovered. Subsequent violations of this rule shall result

in the amount of the fine **increasing per occurrence** at the discretion of the WPML Board of Directors.

If the box is changed to 24-hour access, the box **MUST** be changed back to **TIMED ACCESS** after removal of the box from the property. Failure to comply will result in a fine of **\$100.00** to the Agent.

**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 **\$1,000.00** will be levied to the individual who has shown the property for the first offense with an escalation of the fine for subsequent violations. Refer to Rule 4.3 for more details. A lock box may not be present on a property listed as No Showings.

**11.13 KEYS** – Effective August 1, 2021 Supra XpressKEYs became inoperable due to the 5G conversion nationally. In West Penn, the work “key” is now synonymous with the Supra application on a Key Holder’s smartphone.

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

- A.** The recognized key for the West Penn Multi-List, Inc. system is now relegated to the use of smartphones. The contractual lease agreement that a Key Holder applicant signs is binding.
- B.** The contractual arrangement between the applicant and vendor is outlined in the paperwork supplied to the applicant.
- C.** The vendor and West Penn Multi-List, Inc. have explicit directions relative to the access of properties for which key service is provided.
- D.** The access to a lock box may not be given, loaned, leased, or sold to anyone for any reason or circumstance. This access information is required to remain in the possession of the individual who leases the service through the vendor and West Penn Multi-List, Inc. If this rule is violated, it will result in a fine levied to the key applicant as well as loss of key privileges depending on the severity of the circumstances.

- E. After the Key Holder, who is showing the property, has accessed the property, the Key Holder shall remain with the individual(s) during the entire showing time at the property. This means that the showing agent, appraiser, home inspector, etc. may not permit individuals in the property unaccompanied by the Key Holder. A violation of this rule shall result in a fine to the Key Holder who accesses the property in the amount of **\$1,000.00** for the first violation. To deter violations of this Rule, this fine will **increase by \$1,000.00 per occurrence**. The amount of this fine may be increased by the Board of Directors depending on the severity and consequences of this violation. In addition, the Key Holder may be subject to a suspension of WPML services for 30 days or more as a result of an infraction of this Rule. In the event of repeat violations of this Rule, the Key Holder may be subject to a suspension of services up to 365 days (or more) and/or expulsion.

**11.14 APPLYING FOR AN eKEY** – The directions for applying for an eKEY are listed on the West Penn Multi-List website – [www.westpenmls.com](http://www.westpenmls.com) – under Supra. 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.

- A. The applicant **MUST** have a current Pennsylvania Real Estate License, a Pennsylvania Appraiser Certification, a Pennsylvania Home Inspector Certification, a Pennsylvania Radon Tester 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 if required and noted on application at the time the key application is submitted. Proper proof of insurance, if applicable, in accordance with the requirements in the application information, is required for Home Inspectors and Radon Testers 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. 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, which includes the Office ID# of the applicant and instructs the West Penn Multi-List, Inc. to issue the bearer an eKEY.

- B. It is important each Key Holder be aware that all key issuances will be handled via email for validation purposes.
- C. If West Penn Multi-List, Inc. receives notification that a Key Holder is no longer affiliated with their current company, West Penn Multi-List, Inc. and the vendor will curtail all service to the key, rendering it useless. (This does not cancel the eKEY lease, which must be canceled by the Key Holder in an email sent to [inbox@westpenmls.com](mailto:inbox@westpenmls.com).) This interruption in service also applies to the WPML Online System. 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.
- D. 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, home inspection, or radon testing 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.

- A. 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 Multi-List 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.
- B. 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 retains 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 Service and Multi-List Service 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., all services to the Key Holder will be curtailed until the delinquency or default is corrected.

**11.18 SECURING OF LOCK BOX** – Any Subscriber or Key Holder who accesses a listing is required to replace the key in the lock box prior to departing the property. The key must be returned to the lock box and the lock box secured by the Subscriber or Key Holder, whether an Agent, Appraiser, or any other type of Subscriber. No Subscriber or Key Holder shall leave the lock box unsecured. Any violation of this rule shall be reported to the West Penn Multi-List, Inc. Office, and a fine in the amount of **\$1,000.00** shall be levied against the responsible Subscriber. In the event of a repeat violation of this rule, any Subscriber who had a prior violation of this particular rule shall be subject to a fine which **increases by \$1,000.00 for each subsequent violation**. Repeat violations to this rule may result in additional penalties including a suspension of services in addition to the tiered fine structure.

## **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 Online System will be available to all active Subscribers of the Service.

The Online System will be accessible to each Subscriber that has Internet access.

Neither the West Penn Multi-List, Inc. nor Subscribers to the Service will furnish information to non-Subscribers of the Online 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.

In addition to a fine of **up to \$25,000.00** for the sale, loan, lease, etc. of the confidential data to non-authorized entities or individuals, Subscribers who violate the rules in this nature also may be subject to expulsion. In addition to the sale, loan, or lease of the confidential data, a Subscriber is also subject to a fine if they provide their login information to a non-

subscriber. The use of the West Penn Multi-List, Inc. system is limited to Subscribers, and Subscribers are responsible to protect and not disclose the information contained therein. Any Subscriber who is found to have provided login information to non-subscribers shall be subject to a fine of **\$5,000.00**, and this fine may be increased for each subsequent violation. Depending on the nature of the offense, the Subscriber shall also be subject to a suspension of services or expulsion.

- 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 System should be verified with the Listing Broker or the Seller(s) before making legally binding representations or including such information in legal documents.
- 12.6 ABUSE OF ONLINE SYSTEM** – A fine of **\$500.00 per day** will be levied to any Office, Agent, Appraiser, Home Inspector, or Radon Tester that abuses the West Penn Multi-List Online System database.
- 12.7 ILLEGAL USE OF COMPUTER SYSTEM** – The 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 Online System without specific written authorization from WPML. 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 Online System for a period of up to 365 days from list date as determined by Pennsylvania law. A 365-day listing may not be extended; it must be relisted.
- C - CONTINGENCY STATUS:** Will remain in the Online 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. Reinstatement of this listing as Active (A) will require newly signed documents if 365 days have elapsed.
- U - UNDER AGREEMENT/CONTRACT STATUS:** A listing will remain under contract for 365 days from date of sales agreement. After 365 days, it will revert to Expired (X).
- 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 30 days from the date changed to HOLD and then will be deleted from the Online System.

**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 may result in possible expulsion from the West Penn Multi-List, Inc.

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

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

- A. IDX DEFINED** – IDX affords MLS Subscribers the option of authorizing display of their Active listings on other Subscribers' Internet websites, mobile apps, and audio devices .
- B. AUTHORIZATION** – 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). Participation is contingent on having a signed IDX Agreement on file at the WPML Office. The IDX Agreement shall designate and identify the URL (website address(es)) where the IDX data will be displayed. A change in the URL shall be updated in writing.

Subscribers' consent for display of their Agent 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.

- C. 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 that can be displayed on websites. Examples include property type (condos, single-family detached, multi-family, etc.), price, or location (downtown).

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location, list price, type of property, or

type of listing. Selection of listings displayed through IDX must be independently made by each participant.

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.) Subscribers shall not manipulate the listing data or images of other Subscribers and are prohibited from making additions, deletions, or overlays to the data/listing information of other Subscribers.

An MLS participant may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS participant holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display.

All listings displayed pursuant to IDX shall identify the listing firm (i.e., "Courtesy of (Listing Broker Name)"), and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data\*.

*\*Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of 200 hundred characters or less) are exempt from this requirement but only when linked to a display that includes all required disclosures.*

**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 WPML.

Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the ID policy and these

rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules.

Non-principal Brokers and Sales Licensees affiliated with IDX Subscribers may display information available through IDX on their own websites with approval from their Broker of Record. Permission to display the IDX data is established and subject to the procedures set forth herein and/or the WPML Rules and Regulations, as may be amended. The Subscribing Broker who provides the Agent with permission to display IDX data on websites/webpages owned by the Agent must designate the URL address for those Agent webpages/websites on the IDX Agreement that is on file at the WPML Office.

Effective November 2, 2022, all Subscribers are required to refresh all downloads and refresh all data at least once every 12 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. to determine 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 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 multi-lists.

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.

- D. STATUS** – Only the following statuses may be transferred through IDX: A=Active, C=Contingency, U=Under Agreement, S=Sold, X=Expired. Listings that carry W=Withdrawn or H=Hold may NOT be transferred through IDX.
- E. PROPERTY INFORMATION** – The following listing information WILL NOT be permitted to appear on any IDX listing:

AGENT REMARKS  
SHOW INFORMATION  
SELLER(S) NAME  
CONTACT NAME  
AGENT NAME  
AGENT EMAIL ADDRESS

TOUR DATE  
AGENT PHONE NUMBER(S)  
SELLER CONCESSIONS  
SELLER CONCESSION AMT.

**F. 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 WPML 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 also shall be subject to the forty-eight (48) hour time period to correct the violation.

Notwithstanding anything contained in these IDX Rules and Regulations, all of the other WPML Rules and Regulations remain in effect, including but not limited to the Rules that apply to the display of information/data on social media sites.