



**Columbus and Central Ohio Regional Multiple Listing Service  
of the  
Columbus REALTORS®  
2700 Airport Drive  
Columbus, Ohio 43219**

**MLS POLICY VIOLATION MANUAL**

**SECTION 1**

**MLS POLICY VIOLATION AND FEE AMOUNTS**

**Section 1.01 – Data Maintenance Fee Violations**

**1.01.01 – Inaccurate Listing Agreement Type**

**Data Maintenance Fee with Warning**

**Warning, \$50, \$100, \$500**

Each listing entered in the MLS shall be identified accurately by one of the current listing agreement types with the seller. Those agreement types are defined by NAR as Exclusive Right to Sell, Exclusive Agency, MLS Entry Only or Limited Service.

**1.01.02 – Inaccurate Co-op Information for Closing (Sold)**

**Data Maintenance Fee with Warning**

**Warning, \$50, \$100, \$500**

If the sale of property listed in MLS resulted in a co-op with another real estate company, the listing company shall report the name and number of the co-op Participant or just the number (9980) of any non-Participant in the sale of that property.

**1.01.03 – Blank or Incorrect Information in Required Data Fields**

**Data Maintenance Fee with Warning**

**Warning, \$50, \$100, \$500**

Required data entry items appear shaded on the worksheets and must be completed accurately using resources provided or available. Entering zeros to bypass a required entry data field is prohibited if the information is available from outside resources or MLS references provided including but not limited to Realist, area atlas, county auditor records etc. MLS will immediately correct the following required data fields: (1) Street Number (2) Street Name (3) City (mailing address) (4) Zip Code (5) School District (6) Corp Limit (7) County (8) Taxing District (9) Parcel Number.

**1.01.04 – Incorrect Sub-Type**

**Data Maintenance Fee with Warning**

**Warning, \$50, \$100, \$500**

Listings entered in MLS must display the correct sub-type, e.g., condominiums may not be entered as single-family homes and vice versa. Single Family properties that have a shared wall(s) with another dwelling must be entered as Single-Family Shared Wall. Single Family properties that are free standing (do not share attached wall(s) with another property) must be entered as Single-Family Freestanding. Condominiums that have a shared wall must be entered as Condo Shared Wall. Condominiums that are free standing must be entered as Condo Free Standing. New build properties *without* a building permit must be entered in MLS with the sub-type selected as Build-to-Suit Single Family or Build-to-Suit Condo. Mobile homes must be entered as Other Residential with or without Deeded Land.

**1.01.05 – Inaccurate Geo-Coding (Map Placement)**

**Data Maintenance Fee with Warning**

**Warning, \$50, \$100, \$500**

Accurate Geo-Coding (map placement) of listed properties in MLS is the sole responsibility of the listing agent. Incorrect placement by the automatic Geo-Coder will not allow for a waiver of the violation.

**1.01.06 – No Primary Photo****Data Maintenance Fee with Warning****Warning, \$50, \$100, \$500**

A primary photo is required for all properties within 5 business days of listing entry date. This is effective for all listings entered in MLS January 1, 2016 and thereafter except for property entered as Sold Non MLS, cancelled or unless the seller signs the Photo (Image) Waiver Form, where sellers expressly direct that photographs of their property not appear in MLS compilations, found on CR's web site at <http://www.columbusrealtors.com>. If the cancelled listing goes back on market (BOM) with the same brokerage and agent before the 5-business day policy requirement, the image/photo must be uploaded within that 5-business day policy requirement. If the listing goes back on the market after the 5-business day policy requirement, the image/photo must be uploaded within 24 hours. Primary image (first photo) displayed in MLS must be primarily of the property listed. Architectural renderings, plat maps and auditor photos are acceptable to use as either the primary or additional photos. Either a photo or copy of the Photo (Image) Waiver Form must be on file with MLS prior to the 5-business day deadline from the date the listing was entered. Primary photo must comply with 1.03.04.

**1.01.07 – Primary Photo Build-to-Suit Sub Types****Data Maintenance Fee with Warning****Warning, \$50, \$100, \$500**

Build-to-Suit listings (that is proposed residential property *without* a building permit) requires that you select and display one of two primary photos that MLS provides (Build-to-Suit Condo or Build-to-Suit Single Family). These photos are found on Columbus REALTORS® web site at [www.columbusrealtors.com](http://www.columbusrealtors.com) under Tools and then the MLS Worksheets, Forms and Contracts tab that is accessed by using your MLS system login name and password. A Build-to-Suit image cannot be used for new construction or any other listing that is Non-Build-to-Suit.

**Section 1.02 -- Tier One Violations****1.02.01 – Unallowable Data in Property Description****Fine with Warning****Warning, \$100, \$200, \$500**

No branding, self-promotion, URLs, or contact information of any kind is permitted in the Property Description field. Comments specific to buyers or buyer-related information, including financing concerns, are also prohibited. The comment "Back on Market – See Agent to Agent Remarks" is permitted. MLS staff is authorized to delete wording as needed to make the Property Description compliant with this policy. Specific showing instructions are not allowed with the following exceptions: Explanation of delayed showings by means of Showing Start Date (i.e., "No showings until Dec 14 - floor refinishing), the phrase "curb offers only", and Notice to Show instructions such as "24 hours or more notice to show". Name of builder or model is permitted only for resale properties. New construction and Built-to-Suit properties cannot display the builder or model name in this field.

**1.02.02 – Listing Not Submitted to MLS****Fine with Warning****Warning, \$100, \$200, \$500**

Listings required in MLS but not to be displayed initially in MLS at the request of the seller shall be submitted to MLS within 48 hours from the date signed except weekends and federal holidays whereby the data is to be entered the following business day or the Office Exclusive Waiver Form found on CR's web site at <http://www.columbusrealtors.com> shall be on file with the MLS.

**1.02.03 – Non-Reported in Contracts****Fine with Warning****Warning, \$100, \$200, \$500**

Any signed purchase contract by the seller, including short sales and contracts with immediate release, constitutes the need to report the property in contract, contingent on financing or inspection, contingent escape, contingent subject to lien holder release, or leased to MLS within 24 hours except weekends and federal holidays whereby the status is to be entered the following business day.

**1.02.04 – Non-Reported Closing (Solds)****Fine with Warning****Warning, \$100, \$200, \$500**

All sales closed must be entered within 96 hours from the actual closing and funding date except HUD listings that are to be updated within 96 hours of either (1) Asset Manager's notice of closing or (2) the county auditor or Realist published sale information for the property.

**1.02.05 – Non-Reported Withdrawn/Cancelled Change****Fine with Warning****Warning, \$100, \$200, \$500**

Property whose status has changed to Cancelled or Temp off Market shall be reported to the Service within 24 hours except weekends and federal holidays whereby the information is to be entered the following business day.

**1.02.06 – Non-Reported Dual or Variable Rate Commission****Fine with Warning****Warning, \$100, \$200, \$500**

An agreement in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker shall be disclosed by selecting either a Y/N answer to a required entry data field when loading a listing.

**1.02.07 – Re-Entry of Same Property Prior to 30-Day Off-Market****Fine with Warning****Warning, \$100, \$200, \$500**

Property with the same parcel number may not be re-entered by the same agent with the same company within 30 days or less. The thirty-day relist policy also applies to co-listed properties. This policy applies unless (1) it has been in the status of Cancelled, Temporary Withdrawn or Expired for 30 consecutive days or longer, (2) it has been in the status of Under Contract, Contingent Finance/Inspection, Contingent Escape, Contingent Lien-Holder Release or Leased for 90 consecutive days or longer (3) it has acceptable verification documents that can be provided to the MLS that serve to identify a new owner. Acceptable verification documents are (a) recorded deed, (b) proof from auditor (c) legal title change or (4) sending MLS a completed Thirty-Day Relist Waiver Form for Waiver of MLS 30-day Relist Policy and New MLS Listing Number.

**1.02.08 – Multiple Entry of the Same Property****Fine with Warning****Warning, \$100, \$200, \$500**

Each listing entered with a single parcel number in the MLS shall be submitted based on its current use or intended use but never both uses simultaneously. However, separate parcels with options to sell as a package or individually and property for sale or for lease may each be entered separately.

**1.02.09 – Fictitious Listing Data****Fine with Warning****Warning, \$100, \$200, \$500**

Invalid, fictitious or improper information entered on a listing is prohibited, e.g. including but not limited to an email address entered in the subdivision or phone number entered in directions.

**1.02.10 – Entry of New Builds Without Proper Documents****Fine with Warning****Warning, \$100, \$200, \$500**

Residential property identified as new construction (defined as a house never lived in) must have a building or occupancy permit for that house for it to be displayed as residential property in MLS. If there is no building or occupancy permit, it must be entered in MLS with the sub-type selected as Build-to-Suit Single Family or Build-to-Suit Condo. (See 1.01.04 – Incorrect Sub-Type)

**1.02.11 – Failure to Provide SqFt Documentation****Fine with Warning****Warning, \$100, \$200, \$500**

The SqFt documented field must be filled in at time of listing through auto-population of tax data or official documentation provided to MLS staff within fifteen days of entry. If the SqFt Tax Record field is not auto-populated at the time of listing, either by choice or because it is unavailable for a given county, documentation must be submitted by the listing agent within fifteen days of entry. The agent must submit proof of SqFt to the MLS department from the current list of acceptable documents: County auditor's record, appraisals, builder statements and floor plans provided by a builder, architect or licensed appraiser.

**1.02.12: Failure to Disclose Agent Owner Interest****Fine with Warning****Warning, \$100, \$200, \$500**

Failure to disclose agent owner interest as described in policy 5.1 Rules & Regs: Participant as Principal: If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in property, the listing of which is to be disseminated through the Multiple Listing Service, that person shall disclose that interest when the listing is filed with the Multiple Listing Service and such information shall be disseminated to all Multiple Listing Service Participants.

#### **1.02.14 – Virtual Staging**

**Fine with Warning**

##### **Warning, \$100, \$200, \$500**

Virtual Staging is defined as using a photo editing software to create a photo or conceptual rendering of what the interior room(s) and/or interior of the property could look like if it was staged or lived in.

##### **A Virtually Staged Photo in the MLS:**

- Must state in a clear and reasonably sized font on the image the phrase “Virtually Staged”.
- The unaltered photo must appear directly before or after the virtually staged photo, so the two views can easily be compared.
- May only be used for the interior of an existing structure.
- Cannot be used for Build-to-Suit or Under Construction properties.

##### **Permitted Uses of Virtual Staging in the MLS:**

- Modifying photo(s)/rendering(s) to include personal property items not conveyed with the real property is permitted. Permitted personal property modifications include, but are not limited to:
- Applying digital photos of furniture, mirrors, artwork, plants, etc. into a photo of a room.
- Removing existing furniture from a photo and replacing it with digital images of furniture, mirrors, artwork, plants, etc.
- Appliances that are virtually staged must be clearly identified as such in the property description.

##### **Prohibited Uses of Virtual Staging in the Service:**

- No photos of the exterior of the property shall be virtually staged.
- No permanent fixtures of the interior shall be removed, altered or added.
- Modifying photo(s)/rendering(s) to include visual elements not within a property owners’ control is strictly prohibited. (Example: Editing in a view of Lake Erie, and or popular landmarks that are not physically possible from the specified location in the real world.)
- Modifying photo(s)/rendering(s) to exclude negative visual elements is strictly prohibited. (Example: Holes in the wall, exposed wiring, damaged flooring, etc.)
- No branding is permitted. Except as otherwise permitted, the use of people or persons and/or words on any property photograph submitted to the Service is strictly prohibited.

#### **1.02.15 – Required Document Not Attached to Listing**

**Fine with Warning**

##### **Warning, \$100, \$200, \$500**

Documents that are required to be attached to listings must be uploaded within 5 business days of the listing entry date. These documents include:

- Accessibility Features Worksheet
- Energy/Green Features Checklist
- Residential Dwelling/Other Structure for Land Property Worksheet

The required documents can be found at [www.columbusrealtors.com](http://www.columbusrealtors.com) on the MLS Worksheets, Forms, & Contracts page.

#### **1.02.16 – Showing Start Date – Inaccurate Remarks/Description**

**Fine with Warning**

##### **Warning, \$100, \$200, \$500**

Any mention of the Showing Start Date in the Property Description or in the Agent to Agent Remarks will need to match the information as it exists in the Showing Start Date field in the listing data. In situations where the Showing Start Date was properly extended in the listing data, but the information was not updated in the Property Description and/or the Agent to Agent Remarks the information will be changed and the listing agent will be notified.

### **Section 1.03 – Tier Two Violations**

#### **1.03.01 – Entry of Branded Virtual Tour or Links on Listing**

**Fine with No Warning**

##### **\$100, \$200, \$500**

Branded tours or video links including those that lead to branding such as URLs must be marked as branded. Branded links are defined as tours or links that include but are not limited to the display of verbal or written information. This includes email, addresses, Web sites, office-mobile-fax numbers, company affiliations, primary or ancillary advertisements, capture of client information, logos, agent or team names or identifiable codes or symbols. All branded tours and video links that are not marked as branded are subject to removal by MLS. Unbranded tours must be marked as unbranded and may be included with any listing.

**1.03.02 – Entry of Blog on Listing****Fine with No Warning****\$100, \$200, \$500**

Due to the rapid ability for blog owners to make changes blog links can't be placed in the MLS. Doing so will result in the blog being removed.

**1.03.03 – Unauthorized use of MLS or Other Copyrighted Photo****Fine with No Warning****\$100, \$200, \$500**

Other than county auditor photos, members cannot advertise, distribute, display or in any way re-use any other person's photos without proper authorization from the photographer or copyright holder who supplied them.

**1.03.04 – Improper Display of Photos****Fine with No Warning****\$100, \$200, \$500**

The primary (first) photo on a listing in MLS shall predominantly display only the property that is for sale, lease or exchange. If multiple photos are used as the primary photo in a collage format, collectively they must still predominately display the property for sale. The primary or any additional photos can display floor plans, staged photos, identical models, 3D renderings, artist renderings, etc. with the following conditions:

- (1) Any Build-to-Suit listing whose primary (first) photo must display one of the MLS images provided. (Please see MLS Policy 1.01.07.)
- (2) All images that are not of the property as it actually exists are required to display, on that image, the words "Not Actual Property" in 36-point type or larger.
- (3) Any image submitted for display in the MLS may not be modified in such a manner as to misrepresent the true condition, as it currently exists, of the actual property.

**1.03.05 – Unallowable Data on Photos and Public Documents****Fine with No Warning****\$100, \$200, \$500**

No marketing devices of any type (e.g., logos, readable for sale signs, company names, phone numbers, Web sites, Open House Overlay, email addresses including embedded, overlaid or digitally stamped information etc.) shall appear on or with any photos or public documents except for the following:

- (1) Any listing with the MLS watermark "CR" must allow it to remain visible on the photo.
- (2) Any Build-to-Suit listing whose primary (first) photo must display one of the MLS images provided.
- (3) All images that are not images of the actual property are required to display, on that image, the words "Not Actual Property" in 36-point type or larger.
- (4) An image may have text overlays added on primary and secondary photos provided it is descriptive or informative of the property and it is not misleading, branded or leads to branding, i.e., no agent or brokerage information.
- (5) No people are permitted in the primary photo. People may appear in secondary photos.

**Section 1.04 – Tier Three Violations****1.04.01 – IDX and VOW Guideline Violations****Fine with No Warning****\$500, \$1000, \$2000**

Improper display of listings on an IDX or VOW site is prohibited. The IDX and VOW guidelines appear in the current MLS Rules and Regulations and on the CR website at <http://www.columbusrealtors.com>.

**1.04.02 – Agent IDX****Fine with No Warning****\$500, \$1000, \$2000**

Agents, unless authorized by their broker and with proper notification to the MLS, are prohibited from having IDX Web sites that display the MLS database.

**1.04.03 – Failure to Provide MLS Information****Fine with No Warning****\$500, \$1000, \$2000**

Documentation required to review an alleged violation identified by the Service shall be submitted to the Service within 24 hours from the date of their request.

**1.04.04 – Entry of Non-Existent Listing****Fine with No Warning****\$500, \$1000, \$2000**

No fictitious listing shall be entered in MLS.

**1.04.05 – Data Modification to Manipulate Stats/Prevent Search****Fine with No Warning****\$500, \$1000, \$2000**

Any manipulation of data that results in or attempts to create inaccurate or fictitious database information is prohibited

**1.04.06 – Unauthorized Use of an Assistant or Office Administrator Login**

**Fine with No Warning**

**\$500, \$1000, \$2000**

Licensed individuals are not permitted to obtain and use an Assistant login to access the MLS. Licensees who access the MLS as an Office Administrator must also maintain their individual subscription to the MLS. Any access to the MLS by a licensed individual who is not an MLS subscriber will be subject to a fine and required to pay subscriber fees from their date of licensure. In addition, any account found to violate this policy will, at the discretion of MLS staff, be disabled until the situation is corrected.

**Section 1.05 – Other Violations**

**1.05.01 – Data Security/Password Sharing Escalation Policy**

**Fine with No Warning**

**\$500, \$1000, \$2000, Suspension**

MLS users who are identified multiple times as “suspected of login sharing” will be subject to an escalation process. Your login name and password shall not be shared, disclosed or knowingly allowed to come into the possession of any other person. This escalation will follow this schedule:

- **1st Violation:** \$500 fine, password reset, and user is contacted by telephone
- **2nd Violation:** \$1000 fine, broker notification, and additional password reset
- **3rd Violation:** \$2000 fine, broker notification, and additional password reset
- **4th Violation:** Five-day suspension from MLS, broker notification, and additional password reset.

**1.05.02 – MLS Waiver Violation**

**Fine with No Warning**

**\$500, \$1000, \$2000, Suspension (Plus)**

Association members who have elected to not be MLS subscribers but are found to be using the MLS by utilizing an active subscriber’s login information will be responsible for the full annual fees connected with MLS access. In addition, they will be assessed a fine for use of the MLS while not subscribed. The initial fine will be \$500 and will escalate to \$1000 on the second occurrence and then \$2000 on the third occurrence. If there is a fourth occurrence, then the person found in violation will be subject to other Administrative action of at least a seven-day suspension of MLS access with other possible penalties based on what is allowed by Section 7 and Section 9 of the MLS Rules & Regulations. There will be no reset period for the penalties connected with this policy violation.

**1.05.03 – Clear Cooperation Policy Violation**

**Fine with No Warning**

**\$1000, \$2500, \$5000, Suspension (Plus)**

If a property is found to be in violation of the Clear Cooperation Policy which states:

“Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is 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 (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.”

The escalation will follow this schedule:

- **1st Violation:** \$1000 fine. If property is not entered into the MLS within two business days an additional \$1000 fine is assessed.
- **2nd Violation:** \$2500 fine. If property is not entered into the MLS within two business days an additional \$1000 fine is assessed.
- **3rd Violation:** \$5000 fine. If property is not entered into the MLS within two business days an additional \$1000 fine is assessed.
- **4th Violation:** Repeat offenders will be reviewed by MLS leadership and may result in service suspension or additional fine assessments.

(Policy adopted 3/23/2020; effective 5/1/2020)



# NOTICES AND PROCEDURES FOR ASSESSED DATA MAINTENANCE FEES AND FINES FOR MLS

## POLICY VIOLATIONS

### SECTION 2

#### NOTICES AND PROCEDURES

**SECTION 2.01 – Fine Escalation Policy:** Member must correct a policy violation within the time period specified in the notification sent from MLS. An additional fine/fee will be assessed if the violation is not corrected within the specified time period. The additional fine/fee will be a progressively larger amount according to the MLS escalation policy. If no further progressive amount exists, an additional fine equal to the highest step for that violation will be assessed. Data Maintenance Fees and Tier 1 Fines will reset annually on January 1<sup>st</sup>. Tier 2 and Tier 3 fines have no reset period.

**SECTION 2.02 - Notification Methods:** There will be three possible methods of notification by staff to REALTORS® with violations (a) email, (b) fax or (c) phone and proof of the actual notification method will be maintained by the Service. MLS will forward a copy of the warning, data maintenance fee, or fine notice by email, fax and/or phone to the broker, agent and/or, if possible, the office manager and it is the sole responsibility of any recipient identified herein to be certain these and all other interested recipients are aware of this notice. Any claim of non-receipt of this notice by any or all of the identified recipients does not constitute a waiver of responsibility for a warning, data maintenance fee or fine assessment.

**SECTION 2.03 - Warning Notices:** Warning notices are not subject to appeal. While some violations identified allow for one warning notice prior to imposing a data maintenance fee or fine, other violations impose an immediate fine. Regardless, only data maintenance fees and fines assessed are subject to appeal. However, staff may expunge warnings after verifiable data is received.

**SECTION 2.04 - Liability for Data Maintenance Fees:** Data maintenance fees will follow the agent and unpaid amounts will be the responsibility of the current broker holding the agent's license. Within the authority allowed by law, Brokers hiring new agents will be able to know if any outstanding data maintenance fees are associated with the agent by contacting CR's accounting department.

**SECTION 2.05 - Complainants:** Complainants do not need to be identified.

**SECTION 2.06 - Publication of Violation Statistics:** Names of violators will not be published but the collective statistics regarding the number of violations and amount of the data maintenance fees and fines recorded in MLS will be printed in various resources.

**SECTION 2.07 - Records of Data Maintenance Fee Warnings and Fines:** Repeated data maintenance fee warnings and fines shall be retained for only a period of one year.

**SECTION 2.08 - Fine Creation Process:** The implementation process of fines began after Officer and Director approval with announcements and notices at the Annual Business Meeting, *In Contract* publications and the CR MLS Welcome Screen through 2005. On January 1, 2006 and for 90 days thereafter, MLS began contacting members found in violation of a rule or policy and began issuing warning notices (not assessments). The warning notices served to identify both the offense and the fine. Finally, beginning April 1, 2006, fines were assessed, and members notified accordingly.

**Section 2.09 – Right of Revision:** MLS Committee reserves the right to add or change violations, amounts or hearing procedures subject to the approval of the Board of Directors.

**Section 2.10 – Statute of Limitation:** Policy violations shall be in effect for listings regardless of status. The statute of limitation is to be six months from the actual off-market status dates and six months less a day for expired listings.

## SECTION 3

### APPEAL PROCESS

**SECTION 3.01 – MLS Appeals’ Panel Instructions:** To appeal the data maintenance fee (DMF) or fine assessed by the MLS Department to the MLS Appeals Panel, the agent must within 30 days of the assessment declare whether they want to file a written or personal appeal or the DMF or fine stands. If the written appeal is determined by the Appeals’ Panel not to have merit, the DMF or fine stands. If the written appeal is determined by an Appeals’ Panel to have merit, a waiver may be granted or if more information is needed, the agent will be presented with the option of appearing before the Appeals’ panel for a personal appeal or the DMF or fine stands.

Email Address: [mlspolicy@columbusrealtors.com](mailto:mlspolicy@columbusrealtors.com)

Mail Address: Karen Thompson – MLS Policies  
MLS of the Columbus REALTORS®  
2700 Airport Dr  
Columbus OH 43219

**SECTION 3.02: MLS Appeals’ Panel Configuration:** The Appeals’ Panel will include three (3) MLS Committee members each currently serving as a seated member of that committee. No seated panel member shall be associated with the same company or franchise as the accused violator. (Amended 2007).

**SECTION 3.03: - Board of Directors Appeal Instructions:** The Rules and Regulations of the Multiple Listing Service of the Columbus REALTORS®, Section 9.1, provides that decisions of the MLS Committee’s Appeals’ Panel may be appealed to the Board of Directors within 20 days of that Panel’s decision, following the procedures for appeals that are outlined in NAR’s Code of Ethics & Arbitration Manual.

These procedures provide that a member may file a written request for appeal of a decision and/or discipline (data maintenance fee) on the basis of (1) misapplication or misinterpretation of a rule or policy, (2) alleged procedural deficiency or lack of procedural due process, or (3) the discipline (data maintenance fee) imposed. Additionally, the member may appear in person to personally present their appeal.

**SECTION 3.03.01 – Board of Directors Appeal Limitations:** The appeal review will consider the arguments of the appellant and is limited to the basis (bases) set forth in writing in the Request for Appeal. The written appeal must be filed within 20 days from notice of the Appeals’ Panel decision.

**SECTION 3.03.02 – Board of Directors’ Appeal Deposit:** The appeal must be accompanied by an appeal deposit of \$50, payable to the Columbus REALTORS®. If the original MLS Appeals’ Panel decision is upheld, the appeal deposit will be forfeited. If the decision is rescinded or modified, the deposit will be refunded.

**SECTION 3.03.03 – Board of Directors’ Appeal Review Tribunal Configuration:** The appeal review tribunal is comprised of members of the Board of Directors, except that anyone who was on the original Appeals’ Panel or who has otherwise been involved in the matter is disqualified from also serving on the Appeal Review Tribunal. Anyone who is related by blood or marriage to any party to the hearing or anyone related by blood or marriage to a REALTOR® acting as counsel for the appellant, or anyone who is an employer, partner, employee, or is associated in business with the appellant or a REALTOR® who is acting as counsel will also be disqualified. Additionally, no more than one person licensed with any firm, partnership or corporation may serve on the same tribunal.

**SECTION 3.03.04 – Outline of Procedure:** The procedure to be followed for an appeal review is as follows:

- The findings of the original MLS Appeals’ Panel will be summarized for the reviewing body.
- The appellant will have the opportunity to offer any corrections or modifications to the summary, to introduce supporting evidence and/or the statements of any other parties to the original review and to explain the basis (bases) for the appeal.
- At any time during the proceeding, members of the Appeal Review Tribunal may ask questions.
- Finally, following the appeal review, the Appeal Review Tribunal will go into executive session to reach a decision.



**SECTION 3.03.05 – Guidelines:** The Appeal Review Tribunal will not be dealing with questions of law and is not governed by the technical rules of evidence that may apply in court. The Appeal Review Tribunal will seek to determine all ascertainable and relevant facts pertaining to the matter under consideration to arrive at a peer judgment and decision by the Appeal Review tribunal that is fair.

After the Appeal Review Tribunal has heard all of the evidence and testimony, it will go into executive session to reach a decision. The decision will be based solely upon the arguments, evidence and testimony offered during the appeal review.

All parties or their representatives to these proceedings will be allowed full opportunity to be heard on matters relevant to the issue. The Appeal Review Tribunal need not accept the statements of counsel as being the statements of their clients if it desires direct testimony. Counsel is present to advise and consult with their clients, and to speak for them subject to appropriate rulings and determinations by the Appeal Review Tribunal.

The Appeal Review Tribunal will countenance no effort by any party or by counsel to any party to harass, intimidate, coerce, or confuse the Appeal Review Tribunal or any party to the proceedings.

**SECTION 3.03.06 – Final Decision:** The decision of the Appeal Review Tribunal will be final, and its report and findings are considered confidential. Upon final action by the Appeal Review Tribunal, the Board President shall disseminate copies to the appellant, the Board of Directors, the original Appeals' Panel Chairperson, to members of the original Appeals' Panel, and Columbus REALTORS® legal counsel.

Send written Request for Appeal and \$50 appeal deposit care of:

John S Geha, CRAE  
Chief Executive Officer  
Columbus REALTORS®  
2700 Airport Dr  
Columbus OH 43219

#### **SECTION 4**

#### **NON-APPEAL PROCESS**

**SECTION 4.01: - Non-Appeal Instructions:** For any data maintenance fee or fine assessed and not paid by the last day of the month in which it was assessed that amount will be billed automatically to the broker's account.

Mail Address: Columbus REALTORS®  
Accounting Department-MLS  
2700 Airport Dr  
Columbus OH 43219

#### **SECTION 5**

#### **DATA MAINTENANCE FEE OR FINE WAIVER PROCESS WITH EDUCATION CLASS**

**SECTION 5.01 – Real Estate Data Accuracy Class Requirements:** Under the following guidelines REALTORS® may choose to attend the Real Estate Data Accuracy Class up to six (6) times in a calendar year (Jan. – Dec.) and receive up to \$100 in waivers each time.

- REALTOR® is required to stay for the duration of the Real Estate Data Accuracy class to receive a refund or waiver of a data maintenance fee or fine. The licensee who violated policy must be the one to attend the class. Admins and assistants are welcome to attend but are not eligible for fee waiver.
- REALTOR® is required to stay for the duration of the Real Estate Data Accuracy class to receive CE credit.
- Refunds will be issued for the Data Maintenance Fee(s) or fine(s) allowed within 4-6 weeks of (1) attending the Real Estate Data Accuracy class or (2) granting of waiver by the MLS Appeals' Panel.

**Amended MLS Procedures, Data Maintenance Fees, Fines and Policies approved by the MLS Board of Directors:**

**March 24, 2020**