2023 MLS FINE SCHEDULE

For failure to abide by MLS Policies and Procedures, the Participant will be assessed in the following manner: Fines are cumulative on a per listing basis. Subsequent violations within a 2 year period are subject to the escalated fines listed herein. These items and fines are subject to change as directed by the Residential Board(s) of Governors.

* Fines not paid within 30 days will be subject to additional fees and/or suspension of MLS services.

NOTE: The MLS is required to send a copy of all administrative sanctions against a subscriber (Agent) to the subscriber’s participant (Broker) and the participant is required to attend the MLS hearing of a subscriber who has received three (3) or more administrative sanctions within a calendar year. Brokers are responsible for all agents/teams and office admins and for any and all unpaid fines. Listing agents are responsible for unlicensed assistants or authorized team members who add/edit listings on their behalf.

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**UNAUTHORIZED ACCESS – MISUSE OF MLS INFORMATION**

$5000 plus MLS Review Panel

- Providing ANY Password or Lockbox access to any unauthorized party
- Submitting falsified Membership Application
- Reproducing and Distributing unauthorized portions of the MLS database
- Use of MLS data for other than the intended / permitted purposes
- Violating lockbox or electronic key regulations will result in termination of all Supra service for duration of MIAMI membership

**DATA INTEGRITY – MANIPULATION OF MLS CONTENT OR DATE FIELDS**

$5000 plus MLS Review Panel

- Failure to properly specify correct property type and/or intentional manipulation of listing/location information, included but not limited to:
  - County
  - Address
  - Folio number
  - Square Footage
  - MLS Area / MLS GEO map
  - 5 digit zip code
- Manipulation of property status affecting history and/or Days-On-Market - includes Canceling & Relisting properties.

*Members found in violation of the above are subject to fines and loss of listing add/edit capability for 30 to 90 days.

**CLEAR COOPERATION**

1st Violation: $2500  |  2nd Violation: $5000
3rd Violation: $7500 plus MLS Review Panel

- Failure to submit listing to the MLS within one business day after Publicly Marketing the property

Refer to www.MiamiRealtors.com/ClearCooperation for definition of Public Marketing and FAQs.

**COMING SOON LISTINGS**

1st Violation: $1000  |  2nd Violation: $2500
3rd Violation: $5000 plus MLS Review Panel

- Listing being shown or offer accepted before Go Live/Active date
- Failure to provide required Coming Soon Authorization Form
SHOWINGS AND NEGOTIATIONS
1st Violation: $500  |  2nd Violation: $750
3rd Violation: $1500 plus MLS Review Panel

- Failure to respond within 24 hours to Showing Requests per showing instructions and/or Broker Remarks
- Failure to respond to written Request for Affirmation of Presentation of Offer within two (2) business days
- Failure to secure seller(s), broker, or office manager signature on MLS Status Change Form
- Failure to attach required Auction Information Form to Auction Listing
- Failure to provide requested documentation within two (2) business days after requested by MIAMI staff

DATA INTEGRITY: ENTERING LISTING, SUBMITTING PHOTOS OR MAKING CHANGES

1st Violation: $500  |  2nd Violation: $750
3rd Violation: $1500 plus MLS Review Panel

- Failure to enter and maintain complete and accurate listing information (including agent contact info, current listing status and date fields, including ECD) within two (2) business days
- Loading or updating a listing without signed agreements and/or change forms
- Failure to submit valid office Exclusive/Exempt Listing, Syndication opt-out or Coming Soon Authorization form within two (2) business days of signed Listing Agreement
- Failure to disclose: Owner/Agent, Variable/Dual Rate and/or Valid/Correct Brokerage Representation
- Not following “Ok to Advertise” instructions included within the listing
- Listings entered as Active with future availability dates (does not apply to Tenant Occupied Rentals)
- Placing URL's, showing instructions, Open House information, access codes, Lockbox combinations, commission/Bonus information or contact information in Remarks, Directions, or Internet Remarks. This includes but is not limited to Names, Phone Numbers, Email addresses, Hashtags or websites / social media addresses
- Not specifying a compensation value greater than Zero or including a condition to offer of compensation
- Bonus or incentives entered in any field other than Broker Remarks
- Use of any data field for a purpose other than its intended use
- Inaccurate or outdated fees, if required (Entering ALL Zeroes ($0.00) not acceptable)

- No Photo: Minimum of one (1) photo (representation of the front of the property) is required for RE1, RE2, RIN and RNT property types, including Coming Soon
- Use or Reuse of Photograph(s) or Remarks without written authorization
- Inappropriate or inaccurate photos, virtual tours and videos containing text, embedded links, or watermarks
- Entering inaccurate or non-text information, i.e.: watermarks, logos or graphics anywhere in a listing, including photos
- Branded slide shows, virtual tours, videos (containing Agent, Office, or Company information) and VT link must contain “MLS” or “unbranded” in the URL

- Entering a duplicate listing under the same property type (except Rentals)
- Entering incorrect Selling Agent or Sale Price information when closing a listing
- Failure to correctly record “Buyers Country of Origin” or if USA, “Buyers State”
- Entering any data in a knowingly and willful manner to subvert the MLS automated data checker
- Agent solicitation/recruitment in any Field (including Remarks) or MLS integrated service
- Failure to notify MIAMI Membership Department of termination, transfer, or addition of an associate under the participant’s license within two (2) business days