

Heartland MLS reserves the right to suspend MLS rights, privileges, and services until the signed written buyer agreement is submitted. For repeat violations, in addition to a fine, other sanctions may also be assessed as set out in Section 7 of these rules.

Usage of Heartland MLS systems, products, services, and data to communicate compensation or commission to other Participants and Subscribers shall result in an immediate fine of \$100 and removal of the item (e.g. data, photo, supplement, etc.) for the first (1st) occurrence, \$200 for the second (2nd) occurrence and \$500.00 the third (3rd) occurrence within the same calendar year. For repeat violations, in addition to a fine, other sanctions may also be assessed as set out in Section 7 of these rules.

Usage of Heartland MLS data or data feeds to directly or indirectly establish or maintain a platform of offers of compensation from multiple brokers or other buyer representatives. Such usage will result in termination of the Participant's access to any MLS data and data feeds as well as a fine up to \$500.00.

Failure to enter a listing into the Heartland MLS system within one (1) business day of obtaining required seller's signatures or the effective date, whichever is later, shall result in a fine of \$50.00 the first (1st) day and \$10.00 each day thereafter up to 10 days. Beginning the 11th day, failure to submit a listing to the system shall result in an additional \$200.00 fine.

Failure to enter a Pre MLS listing into the Heartland MLS system within one (1) business day of obtaining required seller's signatures or the effective date, whichever is later, will be treated the same as late entry of a new listing and will be fined as such.

Showing or allowing showings of a Pre MLS listing which has a specified future active date shall result in a \$1,000.00 fine if not changed to Active status prior to showing occurrence. For repeat violations, in addition to a fine, other sanctions may also be assessed as set out in Section 7 of these rules.

For exempted listings, failure to add a copy of the Private Office Listing Modification to Exclusive Right to Sell Contract (Heartland MLS Private Office Exclusive Form) and the Exclusive Right to Sell Contract as a supplement to the listing in the MLS system at the time of entry to Heartland MLS within two (2) calendar days of obtaining required signatures shall result in a fine of \$50.00.

Failure to enter a Private Office listing into the Heartland MLS system within one (1) business day of obtaining required seller's signatures or the effective date, whichever is later, shall result in a \$500.00 fine.

Failure to change a Private Office listing to Active status within one (1) business day of public marketing as set forth in Section 1.1.1 shall result in a \$1000.00 fine. Failure to enter the listing into the Heartland MLS system shall result in suspension of MLS rights, privileges, and services.

When requested by Heartland MLS, failure to provide a copy of listing documentation to the MLS within three (3) business days of the date of the notification shall result in a \$50.00 fine.

Failure to properly report a listing status change to Heartland MLS shall result in a \$50.00 fine. These changes and the time limits for reporting are as follows:

Contingent Contract on file	One Calendar Day
Show for Backup	One Calendar Day
Pending sales	One Calendar Day
Closing of a sale	Ten Calendar Days
Back on Market (Active)	One Calendar Day
Extension of listing	One Calendar Day
Cancellation of pending listing	One Calendar Day
Cancellation of a listing agreement	One Calendar Day
Temporarily Off Market	One Calendar Day

Withdrawal of a listing
Price change

One Calendar Day
One Calendar Day

ACTIVE (A STATUS) - Active shall be defined as a listing that has been entered into the MLS system and is currently available for showings.

PRE MLS (F STATUS) - Pre MLS shall be defined as a listing which is not ready to be shown but has been publicly marketed as defined in Section 1.1.1 of these rules.

INCOMING (I STATUS) - Incoming shall be defined as a listing that has been entered into the MLS system with a post-dated effective date up to fourteen days in the future.

PRIVATE STATUS (POE STATUS) - An exempt listing whereby the seller requests privacy and wishes to withhold the listing from being publicly marketed for the entire listing period.

CONTINGENT CONTRACT ON FILE (C STATUS) - Contingent contract on file shall be defined as any contract for sale that includes seller kick-out right. Only listings that are under a contract that includes a seller kick-out right may be represented as Contingent status in the system.

SHOW FOR BACKUP (B STATUS) - Show for backup shall be defined as any property which is under a contract that does not contain a timed escape clause, and for which the seller has made a written authorization/request to continue to show for backup contracts.

PENDING SALES (P STATUS) - Pending sales shall be defined as any fully executed contract for sale without a timed "Escape" clause or without a written authorization/request to continue to show for backup contract. All such contracts shall be represented as Pending status in the system.

CANCELLATION OF A LISTING AGREEMENT (N STATUS) - Cancellation of a listing agreement shall be defined as the written release of the seller from the listing agreement by the listing broker.

TEMPORARILY OFF MARKET (T STATUS) - Temporarily off market shall be defined as the reporting of a listing unavailable for showing for a period of three days to four weeks at any time other than the beginning of the listing period.

WITHDRAWAL OF A LISTING (W STATUS) - Withdrawal of a listing shall be defined as a listing which is unavailable for showing with a listing agreement still in effect.

Failure to clearly identify an Exclusive Agency Agreement or an Exclusive Right to Sell Agreement with named prospects exempted in Heartland MLS shall result in a \$50.00 fine.

SECTION 7.3.1- NON-COMPLIANT DATA

Please refer to Appendix A, Guidelines for Remarks or Directions Fields and Photo Requirement document for further clarification and information.

Allowing entry of lockbox combinations or information on listing data shall result in removal of the information by HMLS staff and notification to the agent. All further occurrences of the same violation on any property listing will result in an automatic \$50 fine and the information will be removed by HMLS staff.

Failure to comply with any provision of Section 12.3 – Display of Listing Data on Participants’ Public Websites shall result in a fine of \$250.00 for the first violation and \$500.00 for any subsequent violation in the same calendar year.

Allowing use by unauthorized individuals or unauthorized release of access codes/passwords shall result in a fine not to exceed \$500.00.