

## CHANGES IN FLEX FOR BMBOR USERS

**Note: Some of these changes are due to RESO (Real Estate Standards Org.) requirements and would have been coming to the BMBOR database as well.**

1.	Required Listings	All 1-4 unit residential dwellings located in the service area. The service area is defined as all of North Dakota and the contiguous states. (The stipulation of being "on 50 acres or less" no longer applies; so, residential properties of 1-4 units on any amount of acreage are now mandatory.)
2.	Duplicate Listings	There is no longer a fee for Duplicate Listings. The \$50 fine for entering Duplicate Listings by anyone other than the Board/GNMLS staff still applies.
3.	Twin Home	This property type is not an approved property type by RESO (Real Estate Standards Organization), so it will no longer exist as a Property Type. However, "side-by-side" can be selected as a "Style".
4.	Off Market/On Hold	The form must be signed and kept on file. It is only provided to the Board Office/GNMLS when requested for audit purposes.
5.	Expiration Dates	Expiration Dates will no longer be visible to all Subscribers.
6.	Photos	No branding of any kind is allowed.
7.	Status Changes	Policy continues to be in force that status changes shall be reported to the GNMLS within 24 hours. Listings that are under contract and accepting back up offers must be changed to "Contingent/Accepting Back Up Offers". (It is no longer an acceptable option to keep these listings Active with a note about accepting back up offers in the Agent Remarks.)
8.	Agent Owned Properties	Disclosure is required in Public Remarks if a listing is agent owned.
9.	Seller/Owner's Name	The Seller's full name or Company name is now required. Any exceptions must be requested in writing by the Broker and submitted to the GNMLS before the listing is entered.
10.	Property Condition Statement	Continue to add the PCS to listings as a best practice.
11.	Renamed, Moved, or Deleted Fields (Requirements of RESO)	<p>"Siding" is renamed as "Construction Materials"</p> <p>"Property Condition" (to be built, etc.) is now "Construction Detail"</p> <p>"Finance" is now "Listing Terms"</p> <p>"Style" is renamed to "Architectural Style"</p> <p>"Fuel and Heating" are now combined to "Heating"</p> <p>"Master Bedroom" and "Master Bath" are now "Primary Bedroom" and "Primary Bath"</p> <p>Items in the "Included" picklist field is now incorporated into the "Appliance", "Interior Features", "Parking Features", and "Lot Features"</p>

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		<p>The new "Included" field will now be a free text field to type in any items you'd like to highlight as included.</p> <p>"Garage Door Opener" is now shown in "Parking Features"</p> <p>"Keyless Entry" is now shown in "Exterior Features"</p> <p>Some items in "Lot Information" and "Lot Shape" are combined into "Lot Features"</p> <p>"Sprinkler System" is now separated options: "Sprinkler in Front" and "Sprinkler in Back" in the "Lot Features" field.</p> <p>"Services" has been removed.</p>
12.	New Fields	<p>Pending Specials – answer yes/no; if yes then a "Details" field appears</p> <p>Variable Comm + Details - answer yes/no; if yes then a "Details" field appears</p> <p>Deck &amp; Patio Features</p> <p>Waterfront Features</p> <p>Pool Features</p> <p>Levels</p> <p>Other Structures</p> <p>Parking Features</p> <p>Association Amenities</p> <p>Appliances</p> <p>If "Mobile" or "Manufactured" is selected, the "Body Type" field will appear to indicate Single Wide, Double Wide, Triple Wide, Size with Hitch, and Serial Number.</p>
13.	Message Board Use	New agents and transfers will no longer be shown here.

## GNMLS QUICK REFERENCE GUIDE

<b>Office Exclusive Listings</b>	Submit to the GNMLS Office within 48 hours the signed Office Exclusive form and copy of Listing Agreement within 48 hours. (If an Office Exclusive listing is advertised in any manner, including speaking about it to anyone outside of the listing agent's company, the Clear Cooperation policy is in effect. See more on Clear Cooperation below.)	<b>Filing fee: \$15</b> <b>Fine: \$10 per day late fee.</b>
<b>Duplicate Listing</b>	Call the GNMLS Office to request that a Duplicate Listing be created. See MLS Rules and Regulations, Section 1.1.1 for eligible properties that can be duplicated.	<b>Fine: \$50 if a duplicate listing is created by anyone other than the GNMLS staff.</b>
<b>New listings</b>	Mandatory listings are to be entered in the MLS within 48 hours of the latest date on the contract (accepted dates are signatures, effective date of contract, or date available for showings). If advertising has started, see Clear Cooperation rule.	<b>No fee to enter a listing.</b> <b>Fine: \$10 per day passed the 48-hour requirement.</b>
<b>Clear Cooperation</b>	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.	<b>Fine: \$10 per day passed the 1 business day requirement.</b>
<b>Accurate Listing Information</b>	Participants and subscribers are required to submit accurate listing data and required to correct any known errors. The listing agent will have 24 hours after notification in which to correct information that has been reported as inaccurate. A warning will be issued to the agent when information is not corrected within the 24-hour period, and the agent will then have an additional 24-hours to correct the information.	<b>Fine: \$100 - when information has not been corrected 24 hours after the warning.</b>
<b>Extend a listing</b>	If a listing has expired and is to be placed back on market with a new expiration date, it can be "Reopened" within 48 hours of the expiration date if a signed extension is secured. There is no fee for an agent to extend within 48 hours of expiration. GNMLS staff can Extend a listing after the 48-hour period if an extension was signed by the sellers before the expiration date.	<b>Fee: \$10 per pay passed the expiration date.</b>
<b>Off Market No Showing Remarks</b>	When a property is not available for showings, it must be placed in "Off Market" status. The Off Market Authorization form must be maintained by the Broker, and if requested, provided to the GNMLS office within 48 hours of such request. When an Active listing shows any reference that the property is not available to be shown, such as "not available for showings" or "do not show until..", the warning and fine will go into effect.	<b>First violation: Warning</b> <b>Additional violations: \$100 fine</b>
<b>Agent Contact Information</b>	Agent contact information can appear only in fields designed for that information...The only contact references allowed are "contact your Realtor" or "contact a Realtor". Services provided or offered with the property and vendors other than those pertaining to the real property may not be named in Public Remarks. A website established specifically for a property falls within the existing policy and cannot be referenced.	<b>First violation: Warning</b> <b>Second violation: \$100 fine</b> <b>Additional violations: \$250 fine</b>
<b>Property Photos</b>	A listing photo may not include branding of any kind. The main photo of lots, or "to be built" listings will show an elevation sketches or pictures reflecting the current construction of the home. Photos of similar properties may be used as long as it is disclosed in public remarks that the photo is of a similar property. A watermark must be added to each applicable photo. See Section 1.16 of Rules and Regulations for more information.	<b>First violation: Warning</b> <b>Additional violations: \$100 fine</b>

## GNMLS QUICK REFERENCE GUIDE

<b>Seller's Name</b>	The Seller's full name or a company name, if appropriate, is to be entered in the Seller(s) field in MLS. Any exceptions must be requested in writing by the broker and submitted to the GNMLS office.	<b>First violation: GNMLS contact to listing agent to request the Seller's full name or Company name be entered.</b> <b>Additional violations: \$100 fine</b>
<b>Use of FlexMLS internal email</b>	Use of the internal email function in FlexMLS is limited to the activities authorized under a Participant's licensure(s) and for use of the MLS system, which is for the purpose of buying, selling, or leasing property.	<b>First violation: Warning</b> <b>2<sup>nd</sup> violation: \$100 fine</b> <b>Additional violations: \$250 fine</b>

### Section 7 - Compliance with Rules—Authority to Impose Discipline

By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- a. letter of warning
- b. letter of reprimand
- c. attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- d. appropriate, reasonable fine not to exceed \$15,000
- e. suspension of MLS rights, privileges and services for not less than thirty (30) days nor more than one (1) year
- f. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. *(Revised 11/14) M*

**Note 1:** A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. *(Revised 05/14) M*

**Note 2:** MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. *(Adopted 11/20) M*

### Section 7.1 Compliance with Rules

The following action may be taken for noncompliance with the rules:

- a. for failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days' notice has been given, the service shall be suspended until service charges or fees are paid in full
- b. for failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply

**Note:** Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations. *(Amended 11/88)*

### Section 7.2 Applicability of Rules to Users and/or Subscribers

Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the participant to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and accountability for all users or subscribers affiliated with the participant. *(Adopted 4/92)*

**DESCRIPTIONS OF MLS LISTING STATUSES  
GREAT NORTH MLS**

<b>Active</b>	Property is on the market and available for showings.
<b>Pending/Contingent</b>	Seller has accepted an offer with contingencies.
<b>24/48/72 Hour Contingency</b>	Property has an accepted offer that is contingent on the Buyer selling a property. The 24/48/72 Hour Contingency indicates that if another offer is accepted by the Seller, the first Buyer has 24, 48, or 72 hours to remove the contingency or accept an offer, to the Seller's satisfaction, on the Buyer's property.
<b>Pending</b>	Contingencies have been met. Waiting for closing.
<b>Contingent/Accepting Back up Offers</b>	The property is under contract and is available for showings and to receive back up offers.
<b>Closed</b>	Sale of the property has closed.
<b>Withdrawn (On Hold)</b>	Property is temporarily off market. Off Market/On Hold Authorization Form is required. Use this status if the property is not available for showings. No showings or offers make take place while the property is in Withdrawn status.
<b>Cancelled</b>	The listing agreement has been terminated and the property is no longer on the market under the existing contract.
<b>Expired</b>	Listing agreement has expired and the property is no longer on the market under the existing contract.

COMMISSION CHANGE NOTIFICATION & AGREEMENT  
GREAT NORTH MLS

Date: \_\_\_\_\_ MLS # \_\_\_\_\_

Property Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Listing and selling agents agree that the purchase price is: \$ \_\_\_\_\_

And, that commissions will be calculated based on the amount of: \$ \_\_\_\_\_

Commission to be paid to selling broker: \_\_\_\_\_ %

Explanation:

Listing Agent Name (print): \_\_\_\_\_

Listing Brokerage: \_\_\_\_\_

Agent Cell: \_\_\_\_\_ Office phone: \_\_\_\_\_

Authorized by: (please print): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer Agent Name (print): \_\_\_\_\_

Buyer Agent Brokerage: \_\_\_\_\_

Agent Cell: \_\_\_\_\_ Office phone: \_\_\_\_\_

Authorized by: (please print): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**OFF MARKET/ON-HOLD AUTHORIZATION FORM  
GREAT NORTH MLS**

**Date:** \_\_\_\_\_ **MLS #** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

**Notice to Sellers:**

A listing that is placed Off Market/On Hold in the Great North MLS (GNMLS) shall have **NO** activity including, but not limited to, showings and presentation of contracts, during the period of time that the listing is Off Market/On Hold. Your REALTOR'S placement of the listing "Back on Market" will void this agreement.

By signing this form, Seller agrees to the terms of the Off Market/On Hold status as stated above and that the property will remain Off Market/On Hold until (date property shall be Back on Market): \_\_\_\_\_, unless the listing agent places the property Back on Market at an earlier date and time as agreed upon by the Seller.

**Seller(s), Listing Agent, and Broker signatures are required.**

\_\_\_\_\_  
Seller Signature Date

\_\_\_\_\_  
Seller Signature Date

\_\_\_\_\_  
Listing Agent Signature Date

\_\_\_\_\_  
Broker Signature Date

Notice: This form must be maintained by the Broker and, if requested, provided to the GNMLS office within 48 hours of such request.

## STATUS CHANGE FORM – GREAT NORTH MLS

**Date:** \_\_\_\_\_ **MLS #** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

<p><b>Extend</b></p> <p><b>New Expiration Date:</b></p> <p>____/____/____</p>	<p><b>Price Change:</b></p> <p><b>New Price:</b></p> <p>\$ _____</p>	<p><b>Other</b></p> <p>_____ <b>Back on Market</b></p> <p>_____ <b>Cancelled</b> (requires broker signature below)</p>
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**Notes:**

<b>Seller Signature:</b>	<b>Date:</b>
<b>Seller Signature:</b>	<b>Date:</b>
<b>Listing Agent Name:</b>	<b>Date:</b>
<b>Broker Signature (required only for cancellation):</b>	<b>Date:</b>



**CERTIFICATION TO WITHHOLD PROPERTY LISTING FROM MLS  
"OFFICE EXCLUSIVE" GREAT NORTH MLS**

The undersigned as owners of the property located at:

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Address	City	State	Zip
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Have listed said property for sale with: \_\_\_\_\_  
Name of Brokerage

And, in so doing, the undersigned have requested that said property be withheld from the Great North Multiple Listing Service (GNMLS). This form and a copy of the listing agreement will be submitted to the GNMLS and will not be published to other GNMLS Participants. The owner(s) are fully aware that their property can be withheld from the GNMLS only at their written request. **Upon the sale and successful closing of said property, the property and sale information will be published in the GNMLS to provide comparable sales data.**

Advantages to placing a property in the Great North MLS include:

1. **Approximately 750 REALTORS® working to sell your property.**
2. **The online GNMLS system ensures immediate access of information about the property to buyers.**
3. **The GNMLS offers greater exposure and greater access to a network of buyers and buyers' agents.**
4. **Out of town buyers who may be moving to this area will have the ability to see your property and related information online before visiting the area to look at homes.**

Further, the owner(s) have not been induced in any manner by any member of the above firm to withhold their property from the GNMLS. By signing this form the owner(s) acknowledge they have read, understand, and received a copy of this form. Property may be published to other GNMLS Participants at a later date only with specific written permission of the owner(s).

Owner(s) Signature(s) \_\_\_\_\_ Date: \_\_\_\_\_

The undersigned agent acknowledges that the above owner(s) of property have listed with the agent, that said owner(s) have been advised by the agent as to the benefits of listing in the GNMLS and that neither the agent nor any member of agent's firm has acted in any manner so as to induce the owner(s) to withhold their property from MLS.

Brokerage: \_\_\_\_\_

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

Agent Name

AUTHORIZATION FOR MLS ACCESS FOR OFFICE/PERSONAL ASSISTANT  
GREAT NORTH MLS

**Office/Personal Assistant:** The Office/Personal Assistant access has been established to help ensure the integrity of the MLS database and to assist Brokers, Agents and Appraisers with the business of listing, selling and appraising real estate.

Office/Personal Assistants are individuals who, under the direct supervision of a Broker, Agent or Appraiser, perform only administrative and clerical tasks that utilize the MLS database and do not require a Real Estate or Appraiser License. If at any time the Office/Personal Assistant becomes a licensed real estate agent or appraiser (including apprentice appraiser), the Office/Personal Assistant must upgrade their access status to the same level as a MLS Participant or Subscriber, as their license and status indicate.

Office/Personal Assistants are only authorized to provide MLS information to the Broker, Agent or Appraiser by whom he/she is employed. Office/Personal Assistants may not provide any MLS compilation or information, whether in writing or verbally, to any other person. Office/Personal Assistants are expressly prohibited from making photocopies, computer printouts, electronic transfers or downloading of MLS data for, or displaying such MLS information to, any person other than the employing Broker, Agent or Appraiser. The personal use of MLS data or information by an Office/Personal Assistants is in violation of the MLS Rules & Regulations.

The broker/Agent/Appraiser is responsible for ensuring that Office/Personal Assistants maintain the confidentiality of MLS information and access. If the Office/Personal Assistant breaches confidentiality, the Broker/Agent/Appraiser will be subject to penalties as outlined in the Multiple Listing Service Rules and Regulations which could include a fine of up to \$15,000 and/or disciplinary action.

Office/Personal Assistant: I acknowledge having received and read the above statements and the MLS Rules and Regulations and agree to abide by their terms as amended from time to time. In addition, I am responsible for the security of my access information to the MLS and will not share or make it available to any other person.

Office Assistant Name: \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature) Date

(Over)

AUTHORIZATION FOR MLS ACCESS FOR OFFICE/PERSONAL ASSISTANT  
GREAT NORTH MLS

Page 2 - Authorization for Office/Personal Assistant MLS Access

**Broker Authorization and Agreement:**

As a Participant (Broker) in the Great North MLS I understand that by granting Office/Personal Assistant access for the person named above:

1. I am responsible for the Office/Personal Assistant named above and the confidentiality of MLS data and information as set forth in the MLS Rules and Regulations.
2. I will immediately notify Great North MLS of the Office/Personal Assistant's termination of employment as an assistant.
3. This individual will have the capability to add listings, change listing data, and input Sold data for all listings in the MLS for the brokerage or an individual agent(s).
4. I am responsible for this individual's access to all of the listings for the brokerage or individual agent(s) listings that are in the MLS.

Broker's Name (print): \_\_\_\_\_

Brokerage Name: (print): \_\_\_\_\_

Broker's Signature and Date: \_\_\_\_\_

**If application is for an agent's personal assistant:**

Agent Name \_\_\_\_\_

Agent Signature and date: \_\_\_\_\_