



MLS Only Compliance Policy

**Governing Compliance with the
MRED Code of Conduct (Appendix F)**

Adopted: August 12, 2026

Section 1 — Purpose and Scope

1.1 Purpose

This Policy establishes the compliance procedures for all Authorized Users who access MLS services through the Chicago Association of REALTORS® (the “Association”) and who are not members of the National Association of REALTORS®.

This Policy governs compliance with the MRED Code of Conduct (Appendix F to the MRED Rules and Regulations). It is important to distinguish between compliance and dispute resolution:

This Policy addresses only whether an Authorized User has complied with the professional conduct standards set forth in the MRED Code of Conduct. Compliance proceedings are initiated when an Authorized User is alleged to have violated one or more provisions of the MRED Code of Conduct. The purpose of these proceedings is to determine whether a violation occurred and, if so, to impose appropriate corrective action or sanctions to ensure ongoing compliance with MLS rules and professional standards. These proceedings are not adversarial disputes between parties; rather, they constitute the Association’s enforcement of the MRED Code of Conduct.

Disputes between parties arising from contractual, transactional, or commission-related disagreements are not governed by this policy.

1.2 Definitions and Applicability

“Authorized User.” For purposes of this Policy, “Authorized User” means any person or entity granted access to the MLS operated by MRED, LLC through the Association who is not: (i) a member of the National Association of REALTORS®; or (ii) subject to the REALTORS® Code of Ethics. Authorized Users include, but are not limited to, non-REALTOR® Participants, non-REALTOR® Subscribers, Users, MLS Entities, International Real Estate Entities, appraisers, vendors, administrative and clerical staff, licensed and unlicensed assistants, and any other person or entity granted access to MLS services or MLS data under the affiliated participation of a Participant, as further defined by the MRED Rules and Regulations.

“Participant.” For purposes of this Policy, “Participant” means the MLS Participant, as defined in the MRED Rules and Regulations, who holds MLS participatory rights and through whose affiliated participation an Authorized User is granted access to MLS services. The Participant is responsible for the MLS activities of, and Code of Conduct compliance by, all Authorized Users operating under the Participant’s affiliated participation.

This Policy applies to all Authorized Users, as defined above, and governs their compliance with the MRED Code of Conduct (Appendix F) in connection with the use of MLS services and MLS data. This Policy is not applicable to REALTOR® members of the Association.

1.3 Relationship to Other Enforcement Mechanisms

- Commission disputes between REALTORS® and Authorized Users who are not REALTORS®, where a contractual right to compensation exists, may be subject to the arbitration procedures

set forth in the Code of Ethics and Arbitration Manual of the National Association of REALTORS® depending on the terms of their agreements.

- This Policy is not intended to limit or restrict any remedies or disciplinary actions that may be available under applicable law, contract, or the MRED Rules and Regulations.
- Nothing in this Policy is intended to regulate or control the business practices, compensation arrangements, brokerage services, or contractual relationships of Authorized Users who are not REALTORS® except to the extent necessary to govern the use of MLS services and MLS data.

1.4 Electronic Transmission

All correspondence, including notices and appeal communications, shall be transmitted electronically. Electronic transmission shall be deemed received on the date sent to the Authorized User's email address on file with the Association. It is the responsibility of each Authorized User to maintain a current email address with the Association and to regularly check their email inbox and spam filters.

1.5 Anonymous Filing

Alleged violations of the MRED Code of Conduct may be filed anonymously. Clear evidence of a violation must be submitted with an anonymous filing. Unsupported filings may not be processed.

If the evidence submitted with an anonymous filing is deemed insufficient to support a violation at any stage of the process, the MLS Citation may be dismissed without prejudice. The Association is not obligated to investigate or develop additional evidence on behalf of an anonymous filer.

1.6 Financial Obligations Summary

For informational purposes, the maximum potential financial obligations under this Policy include:

- The original MLS Citation fine, as set forth in the MLS Citation Fine Schedule;
- An administrative processing fee, not to exceed \$250, which must accompany a request for appeal and is refundable if the MLS Citation is dismissed;
- A late fee of \$200 under Section 3.6 of this Policy; and
- Any additional fine or sanction imposed under Section 5 of this Policy.

These obligations may be cumulative depending on the procedural path and outcome.

Section 2 — Filing a Complaint

2.1 Who May File

Any Authorized User, REALTOR®, consumer, or other affected party may file a written complaint alleging a violation of the MRED Code of Conduct by an Authorized User who is not a REALTOR®.

2.2 Form and Content

Complaints must be submitted in writing on a form prescribed by the Association and must include:

- The name and, if known, the brokerage affiliation of the Authorized User who is the subject of the complaint;
- A clear and specific description of the alleged violation(s), including the applicable section(s) of the MRED Code of Conduct;
- All supporting documentation, timelines, and evidence available to the person filing the complaint; and
- A statement certifying that the information provided is true and accurate to the best of the filer's knowledge.

2.3 Filing Deadline

Complaints must be filed within 180 days of the date the complainant knew or reasonably should have known about the alleged violation. The same deadline applies to staff-initiated MLS Citations arising from routine MLS audits or monitoring.

2.4 Staff Review

Upon receipt of a complaint, Association staff shall conduct an initial review to determine whether the complaint:

- Alleges conduct that, if true, would constitute a violation of the MRED Code of Conduct;
- Is filed within the applicable deadline; and
- Contains sufficient information to proceed.

If the complaint is deficient, staff shall notify the complainant, if the filing is not anonymous, and provide seven days to amend and cure the deficiency.

If the complaint satisfies all of the above requirements, Association staff shall proceed by issuing an MLS Citation in accordance with Section 3 of this Policy.

2.5 Withdrawal and Settlement

A complaint may be withdrawn at any time prior to the issuance of an MLS Citation by submitting a written request to the Association. After an MLS Citation has been issued, the Association may, in its discretion, continue enforcement proceedings on its own initiative regardless of whether the person who filed wishes to withdraw. Nothing in this Policy prohibits a voluntary resolution at any stage of the process, subject to approval by the Association.

If a withdrawal is requested after an MLS Citation has been issued and the Association elects to continue, the cited Authorized User shall be notified that the filing has been withdrawn but that the Association is proceeding on its own initiative.

Section 3 — MLS Citations for Code of Conduct Violations

3.1 Authority to Issue MLS Citations

For all MLS Citations that satisfy the conditions set forth in Section 2.4, Association staff may issue MLS Citations to an Authorized User, subject to the Authorized User's right to request an appeal, in accordance with the MLS Citation Fine Schedule approved by the Board of Directors.

3.2 MLS Citation Contents

Each MLS Citation issued by the Association shall include:

- The identification of specific MRED Code of Conduct provision(s) that have been violated;
- A brief statement of the facts supporting the MLS Citation, which may be a copy of the complaint;
- The fine amount, as set forth in the approved MLS Citation Fine Schedule, and any additional disciplinary sanction imposed under Section 5 for serious or repeat violations;
- The corrective action required to comply with the Code of Conduct, if applicable;
- Instructions for responding to the MLS Citation, including the options available under Section 3.3 of this Policy; and
- The deadline for response and corrective action.

3.3 Response Options

An Authorized User receiving an MLS Citation must, within 20 days of receipt:

- Pay the fine specified on the MLS Citation and complete any required corrective action; or
- Request an MLS Citation Appeal in accordance with Section 4 of this Policy.

3.4 Limit on MLS Citations

Authorized Users may receive no more than three administrative sanctions (including MLS Citations, fines, and other staff-issued penalties under this Policy) in a calendar year before they are subject to enhanced disciplinary sanctions under Section 5 of this Policy, up to and including suspension or termination of MLS services. Any such enhanced sanction shall be stated in the MLS Citation and remains subject to the recipient's right to request an appeal under Section 4.

Discretion — Listing Information Violations. The Association may, at its discretion, allow more than three administrative sanctions within a calendar year for violations relating to the accuracy of listing information provided by Authorized Users (including, but not limited to, violations of Sections F.2.1-a and F.2.1-b of the MLS Citation Fine Schedule) before imposing enhanced sanctions. This discretion recognizes that listing data corrections are often administrative in nature and may not warrant escalation after three occurrences.

3.5 Notice to Participant

The Association must send a copy of all sanctions issued against an Authorized User to the Authorized User's Participant at the time the MLS Citation is issued. This notice requirement applies to every sanction, including first-offense MLS Citations.

3.6 Failure to Take Action

If an Authorized User fails to request an appeal within the 20-day time period or fails to pay the fine and correct the violation, the Authorized User's MLS services shall be automatically suspended until the violation is corrected and all outstanding fines are paid. If the violation remains uncorrected 30 days after suspension, a \$200.00 late fee shall be assessed. If the violation remains uncorrected 60 days after suspension, the Authorized User's MLS services shall be terminated.

3.7 Emergency Interim Suspension

In cases involving an imminent threat to consumer safety, property security, or the integrity of MLS data, the Association, in consultation with legal counsel, may impose an interim suspension of the Authorized User's MLS services. The decision shall be documented in writing, identifying the specific threat and supporting evidence, and shall be effective immediately upon written notice to the Authorized User and the Participant. The Authorized User may request an expedited appeal of the interim suspension within 14 days, conducted in accordance with Section 4 of this Policy.

Section 4 — MLS Citation Appeal

4.1 Request for Appeal

An MLS Citation Appeal is the only review option available to an MLS Citation recipient under this Policy. The decision rendered upon appeal is final and binding. There is no further right of appeal, hearing, or review, whether administrative or otherwise, following the appeal decision. By accessing MLS services, each Authorized User agrees that the appeal constitutes the exclusive and final avenue for challenging an MLS Citation.

4.2 All Evidence Required With Request

Any and all requests for appeal must be accompanied by all available evidence the MLS Citation recipient wishes to have considered. Because the appeal is the sole and final review, the MLS Citation recipient is responsible for submitting a complete evidentiary record at the time of filing. No additional evidence will be accepted or considered after the request is filed, except evidence specifically requested by the Association or the MLS Citation Appeal Panel.

4.3 Basis for Appeal

An Authorized User having reason to believe that the fine imposed by the Association is without merit may file a request for appeal in writing, using a Request for Appeal Form prescribed by the Association, accompanied by payment of the fine and the \$250 administrative processing fee, provided that the request is filed within 20 days of the date the MLS Citation was issued. The fine and the administrative processing fee shall be refunded if the MLS Citation is dismissed upon appeal.

A request for appeal must clearly state the specific ground(s) for the request and include all facts, timelines, and reasons in support. The qualifying grounds are:

1. Factual dispute regarding the alleged violation(s), such as misapplication of the cited MRED Code of Conduct provision or a contention that the provision cited is not appropriate; or
2. Procedural due process violation by the MLS or the Association.

4.4 Preliminary Staff Review

Association staff shall conduct an initial review of each request for appeal. If the information submitted with the request is sufficient to demonstrate that no Code of Conduct violation occurred, Association staff may dismiss the MLS Citation and refund the fine and administrative processing fee. If the information is insufficient, unclear, or if staff does not dismiss the MLS Citation, staff shall refer the matter to an MLS Citation Appeal Panel.

4.5 MLS Citation Appeal Panel Composition

An MLS Citation Appeal shall be conducted by an MLS Citation Appeal Panel comprised of not less than three of the Association's Professional Standards Committee and must be an odd number of members. The appeal shall be reviewed by the Appeal Panel based on the written submissions only; it is not a hearing, and the Authorized User does not appear in person before the Panel.

No Authorized User subject to an MLS Citation may engage in ex parte communications with any panel member regarding the substance of any pending matter. All communications related to the proceeding shall occur through the formal process established by this Policy.

4.6 Conflict of Interest

Prior to the commencement of any proceeding under this Section, each Appeal Panel member shall confirm that they have no conflict of interest with any Authorized User or interested person involved in the matter. Any Appeal Panel member who has a personal, professional, or financial relationship with any party to the matter shall recuse themselves. If a recusal reduces the Appeal Panel below the minimum of three members, the Association staff shall appoint a replacement.

4.7 Decision of the MLS Citation Appeal Panel

The Appeal Panel shall review the request and all documentation submitted. The Appeal Panel's decision shall be one of the following:

- **MLS Citation Upheld:** If the Appeal Panel does not overturn the Citation, the fine shall be the amount set forth in the original MLS Citation, plus the \$250 administrative processing fee. No additional sanctions or Code of Conduct violations may be added, and the fine amount may not be increased or decreased, except as necessary to conform the MLS Citation to the approved MLS Citation Fine Schedule.
- **MLS Citation Dismissed:** If no violation is found, the MLS Citation and fine will be withdrawn, and both the fine and the administrative processing fee will be refunded.
- **Procedural Due Process Violation Found:** The Panel may dismiss the MLS Citation or return the case to the Association to correct any due process violations.

The Panel's decision is final and binding in accordance with Section 4.1. There is no further appeal or hearing.

4.8 Amended or Supplemental MLS Citations

During the course of its review, the MLS Citation Appeal Panel may identify additional violations of the MRED Code of Conduct not included in the original MLS Citation. In such cases, the Appeal Panel may direct the Association to issue amended or supplemental MLS Citations for the additional violations discovered. Any amended or supplemental MLS Citation shall be subject to the same response options set forth in Section 3.3 of this Policy, and the recipient shall be afforded procedural due process rights under this Policy with respect to each additional MLS Citation, including the right to request an appeal. The 20-day response period under Section 3.3 shall begin anew for each amended or supplemental MLS Citation from the date of issuance.

4.9 Notice of Decision

Written notice of the Appeal Panel's decision shall be sent to the MLS Citation recipient and the Participant (if applicable) within 14 days after the Appeal Panel renders its decision. The Notice of Decision will include an explanation from the MLS Citation Appeal Panel to support its decision. Because the Panel's decision is final, no further review instructions will be included.

4.10 Payment After Determination of a Violation

If the Appeal Panel upholds the MLS Citation, the fine and administrative processing fee already remitted with the request shall be retained by the Association. Any corrective action required must be completed within seven calendar days after the MLS Citation recipient and Participant are sent the notice of decision. Failure to complete required corrective action within this period will result in suspension of MLS services until the violation is corrected.

4.11 Consolidation of MLS Citations

When multiple MLS Citations arise from the same transaction, event, or related course of conduct, the Association may, in its discretion or at the request of the MLS Citation recipient, consolidate the MLS Citations for purposes of appeal. Consolidation does not merge the MLS Citations; each MLS Citation retains its individual fine amount and must be addressed separately in the Panel's decision. When multiple MLS Citations are consolidated as set forth in this section, the MLS Citation recipient shall only be required to remit one administrative processing fee. If the Appeal Panel upholds any MLS Citation reviewed, the administrative processing fee shall be retained by the Association.

Section 5 — Disciplinary Actions

5.1 Available Sanctions

Upon a finding that an Authorized User has violated the MRED Code of Conduct—whether by acceptance of an MLS Citation, failure to respond, or an MLS Citation Appeal Panel decision upholding the MLS Citation—the following disciplinary actions may be imposed, individually or in combination, based on the gravity of the offense and the MLS Citation Fine Schedule:

1. Corrective Action – Completion of the corrective action necessary to cure the Code of Conduct violation, if applicable.

2. Fine — A monetary fine as set forth in the approved MLS Citation Fine Schedule.
3. Suspension of MLS Services — For serious or repeat violations, suspension for a stated period of not less than 30 days and not more than one year, unless the suspension is for a remediable violation, in which case the suspension shall continue for the period the violation remains uncorrected.
4. Termination of MLS Services — For the most serious or persistent violations, termination of MLS service from the Association.

5.2 More Than One Type of Discipline Permitted

Nothing shall preclude the Association from imposing, or an MLS Citation Appeal Panel from upholding, one or more of the above disciplinary actions, as determined by the gravity of the offense. Any disciplinary action becomes final upon acceptance of the MLS Citation, failure to timely respond, or a final appeal decision under Section 4 of this Policy.

5.3 Noncompliance

If the sanction imposed is payment of a fine or corrective action to cure a violation, the Authorized User's failure to complete the sanction within the time ordered shall automatically result in suspension of MLS services until the sanction is fulfilled. If the payment of fine or corrective action remains uncured 30 days after suspension, a \$200.00 late fee shall be assessed. If the payment of fine or corrective action remains uncured 60 days after suspension, the Authorized User's MLS services shall be terminated. Resignation prior to fulfilling the sanction shall result in immediate termination of MLS services.

5.4 Administrative Processing Fee

The Association may retain an administrative processing fee not to exceed \$250 against an MLS Citation recipient whose MLS Citation is upheld upon appeal. This fee is in addition to any discipline imposed and shall not be considered part of any disciplinary sanction.

Section 6 — Participant Accountability

6.1 Participant Responsibility

Participants are responsible for ensuring compliance with the MRED Code of Conduct by all Authorized Users—including affiliated licensees, employees, assistants, or other persons—who access or use MLS services through the Participant's affiliated participation.

6.2 Notice to Participant

The Participant shall receive copies of all MLS Citations, notices, appeal decisions, and disciplinary actions issued to any Authorized User operating under the Participant's affiliated participation. This notice shall be provided at the time each sanction is issued.

6.3 Change of Brokerage Affiliation

If an Authorized User changes brokerage affiliation while an MLS Citation or appeal is pending, the Association shall provide notice to both the former and current Participant. The Participant at the time the MLS Citation was first issued shall remain the responsible party for purposes of the

underlying MLS Citation. The obligation to supervise and ensure ongoing compliance does not transfer liability for the underlying violation to the current Participant.

Section 7 — General Provisions

7.1 Confidentiality

All proceedings under this Policy shall be treated as confidential, except as otherwise required by law or as necessary to implement and enforce any disciplinary action.

7.2 No Limitation on Legal Remedies

Enforcement under this Policy does not limit or restrict any remedies available under applicable law, contract, or the MRED Rules and Regulations.

7.3 Jurisdiction Outside the United States

Authorized Users operating in jurisdictions outside the United States must also comply with the laws, regulations, and professional requirements governing real estate services in the jurisdiction in which the property is located.

7.4 Agreement to Comply

Obtaining MLS services through the Association is conditioned upon, and constitutes, an agreement by an Authorized User to be governed by, and comply with, this Policy and the MRED Code of Conduct as part of the Rules and Regulations governing the use of MLS services.

7.5 Prohibition on Retaliation

No Authorized User shall retaliate, threaten retaliation, or take adverse action against any person for filing a complaint, providing evidence, or participating in any proceeding under this Policy. Any act of retaliation may be treated as a separate violation of the MRED Code of Conduct and may result in additional MLS Citations.

7.6 Notice to New Authorized Users

The Association shall provide a copy of this Policy and the current MLS Citation Fine Schedule to all new Authorized Users at the time MLS access is granted. Failure to provide such notice shall not constitute a defense to any MLS Citation or enforcement action under this Policy.

7.7 Pending Litigation or Regulatory Action

The pendency of litigation, regulatory investigation, or other legal proceedings involving the same conduct shall not automatically stay enforcement proceedings under this Policy. However, the Association may, in its discretion, defer proceedings if continuation would prejudice the legal rights of any party or compromise an ongoing investigation.

7.7 Annual Reporting

The Association shall provide the Board of Directors with an annual summary of enforcement activity under this Policy, including the number of MLS Citations issued, appeals conducted, and sanctions imposed. Individual identifying information shall be redacted to maintain confidentiality.

7.8 Coordination with MRED Enforcement

If the Association becomes aware that MRED has initiated enforcement proceedings against the same Authorized User for the same conduct, the Association may, in its discretion, defer to MRED's proceedings, proceed independently, or coordinate with MRED to avoid duplicative sanctions.

7.9 Reservation of Rights to Amend

The Association reserves the right, in its sole discretion, to amend, modify, supplement, or repeal this Policy and the accompanying MLS Citation Fine Schedule at any time, with or without prior notice, subject to approval by the Board of Directors. Amendments shall become effective upon adoption and shall apply to all MLS Citations issued on or after the effective date of the amendment. Continued access to or use of MLS services following any amendment constitutes acceptance of the Policy as amended. No provision of this Policy shall be construed to limit the Association's authority to modify its enforcement procedures as necessary to remain consistent with the MRED Rules and Regulations, applicable law, or the operational needs of the Association.

7.10 Effective Date and Annual Review

This Policy shall become effective upon adoption by the Board of Directors of the Chicago Association of REALTORS® and shall be reviewed at least annually and amended as needed.

Adopted by the Board of Directors, Chicago Association of REALTORS®

Date: August 12, 2026

Addendum A — MLS Citation Fine Schedule

Chicago Association of REALTORS® MLS Only Compliance Policy

Adopted pursuant to Section 3.1 of the MLS Only Compliance Policy.

General Provisions

1. **Authority.** This MLS Citation Fine Schedule is adopted by the Board of Directors and authorizes Association staff to issue MLS Citations for violations of the MRED Code of Conduct (Appendix F) by any Authorized Users.
2. **Escalation.** Fine amounts increase with each subsequent violation of the same provision within a rolling 12-month period, consistent with the escalation structure used throughout the MRED Rules and Regulations (see Sections 9.4, 9.14, 36.3 of the MRED Rules and Regulations).
3. **Administrative Processing Fee.** A \$250 administrative processing fee must accompany any request for appeal. The fee is refunded if the MLS Citation is dismissed upon appeal and is retained if the MLS Citation is upheld.
4. **Correction Required.** Unless otherwise noted, the cited violation must be corrected promptly in addition to any fine imposed. Failure to correct the violation may result in additional fines, suspension, or termination of MLS services.
5. **Escalation for Repeat Violations.** More than three administrative sanctions in a calendar year subject the Authorized User to enhanced disciplinary sanctions under Section 5 of this Policy, up to and including suspension or termination, except for listing information accuracy violations (F.2.1-a, F.2.1-b).
6. **Notice to Participant.** A copy of every administrative sanction issued against an Authorized User must be sent to the Authorized User's Participant at the time the sanction is issued.
7. **Response Options.** For each MLS Citation, the recipient may: (a) pay the fine; or (b) request an MLS Citation appeal, in accordance with the MLS Only Compliance Policy.
8. **Enhanced Sanctions.** Violations marked with an asterisk (*) are serious violations that may result in suspension or termination of MLS services under Section 5, in addition to the stated fine, based on the severity of the conduct.
9. **Transition.** Amendments to this MLS Citation Fine Schedule shall apply to violations occurring on or after the effective date of the amendment. Violations occurring before the effective date shall be subject to the Schedule in effect at the time of the violation.

Section F.2 — Professional Conduct in Use of the Service

Code	Violation Description	Appendix F Section	1st Offense	2nd Offense	3rd+ Offense
F.2.1-a	Submitting materially inaccurate information to the MLS	F.2.1	\$250	\$500	\$1,000
F.2.1-b	Failure to promptly correct a material inaccuracy within the Authorized User's control	F.2.1	\$250	\$500	\$1,000
F.2.2*	Knowingly inducing or encouraging a party to breach an existing exclusive brokerage or representation agreement	F.2.2	\$1,000	\$1,500 + Enhanced	\$2,500 + Enhanced
F.2.3*	Using MLS data for unlawful purposes or directing solicitation toward another Authorized User's client identified through MLS data	F.2.3	\$1,000	\$2,500 + Enhanced	\$5,000 + Enhanced
F.2.4	Failure to take reasonable steps to determine whether a prospective client is subject to an existing exclusive agreement	F.2.4	\$1,000	\$1,500	\$2,500
F.2.5*	Entering into a representation agreement with a currently represented client in violation of applicable restrictions	F.2.5	\$1,000	\$1,500	\$2,500

Section F.3 — Property Access and Listing Conduct

Code	Violation Description	Appendix F Section	1st Offense	2nd Offense	3rd+ Offense
F.3.1	Placing signage on property without the owner's or authorized representative's permission	F.3.1	\$250	\$500	\$750
F.3.2-a*	Entering listed property through unauthorized means or in violation of showing instructions	F.3.2	\$2,500	\$2,500 + Enhanced	\$5,000 + Enhanced
F.3.2-b*	Sharing lockbox/access credentials or permitting unauthorized property access through Authorized User's credentials	F.3.2	\$2,500	\$2,500 + Enhanced	\$5,000 + Enhanced
F.3.3	Failure to comply with showing instructions, access limitations, lockbox rules, or safety requirements	F.3.3	\$2,500	\$2,500 + Enhanced	\$5,000 + Enhanced
F.3.4	Misrepresenting whether a property is available to be shown or inspected	F.3.4	\$250	\$500	\$1,000

Section F.4 — Advertising and Public Representations

Code	Violation Description	Appendix F Section	1st Offense	2nd Offense	3rd+ Offense
F.4.1-a	False, deceptive, or misleading advertising or public communications regarding services or properties	F.4.1	\$250	\$500	\$1,000
F.4.1-b	Representing brokerage services as free or at no cost when compensation is received from any source	F.4.1	\$250	\$500	\$1,000
F.4.1-c	Failure to ensure accuracy of advertising generated through automated systems, AI tools, or third-party platforms	F.4.1	\$250	\$500	\$1,000
F.4.2*	Deceptive online practices (misleading URLs, deceptive framing, manipulation of listing content, misleading metadata/keywords)	F.4.2	\$500	\$1,000 + Enhanced	\$1,500 + Enhanced
F.4.3	Failure to clearly identify the brokerage, firm, or business entity and jurisdiction(s) of licensure in digital advertising	F.4.3	\$250	\$500	\$750

F.4.4*	Knowingly publishing false or misleading statements concerning other real estate professionals' practices, reputation, or business operations	F.4.4	\$500	\$1,000	\$1,500 + Enhanced
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Section F.5 — Professional Responsibility

Code	Violation Description	Appendix F Section	1st Offense	2nd Offense	3rd+ Offense
F.5.1	Failure to disclose role in a transaction as required by applicable law before a binding agreement is signed	F.5.1	\$500	\$1,000	\$1,500
F.5.2	Providing services the Authorized User is not competent to perform without obtaining appropriate assistance	F.5.2	\$500	\$1,000	\$1,500

Section F.6 — Listings and Transaction Handling

Code	Violation Description	Appendix F Section	1st Offense	2nd Offense	3rd+ Offense
F.6.1	Improper disclosure of the existence of competing offers without seller authorization or where not permitted by law	F.6.1	\$250	\$500	\$1,000
F.6.2	Failure to present offers as soon as reasonably possible without a legitimate reason	F.6.2	\$500	\$1,000	\$1,500
F.6.3	Failure to submit all offers to the seller through closing (unless prohibited by law or contrary written instruction from seller)	F.6.3	\$250	\$500	\$1,000
F.6.4*	Placing offers of compensation in the MLS	F.6.4	\$500	\$500	\$1,500 + Enhanced

Escalation Matrix

Trigger	Action
More than 3 administrative sanctions against any Authorized User within a calendar year	Enhanced disciplinary sanctions under Section 5 (up to suspension or termination), stated in the MLS Citation and subject to appeal. Exception: listing information violations (F.2.1-a, F.2.1-b).
3rd MLS Citation for the same provision within a rolling 12-month period (violations marked with *)	Enhanced sanctions under Section 5 may be imposed, including suspension or termination, subject to appeal.
Any single act of extraordinary severity (e.g., unauthorized access resulting in property damage, consumer harm, or fraud)	Staff may impose enhanced sanctions and/or an emergency interim suspension under Section 3.7, subject to appeal.
Failure to request an appeal or pay the fine within 20 calendar days	Automatic suspension of MLS services; \$200 late fee at 30 days; termination at 60 days (Section 3.6).
Failure to correct the cited violation within the time specified	Automatic suspension of MLS services until the violation is corrected; \$200 late fee at 30 days; termination at 60 days (Section 5.3)

Fine Summary by Tier

Tier	1st Offense	2nd Offense	3rd+ Offense	Typical Violations
Tier 1 — Administrative	\$250	\$500	\$750–\$1,000	Signage, business identification, listing accuracy corrections
Tier 2 — Substantive	\$500–\$1,000	\$1,000–\$1,500	\$1,500–\$2,500	Exclusive agreement interference, offer presentation, role disclosure, false statements, deceptive digital practices
Tier 3 — Serious	\$1,000–\$2,500	\$2,500 + Enhanced	\$5,000 + Enhanced	Misuse of MLS data, credential sharing, unauthorized property access, compensation in MLS

This MLS Citation Fine Schedule shall be reviewed annually by the Professional Standards Committee and updated as necessary, subject to Board of Directors approval.

Effective Date: August 12, 2026