



Greater Idaho Falls Association of REALTORS®
Greater Blackfoot Association of REALTORS®
Upper Valley Association of REALTORS®

POLICIES AND PROCEDURES

POLICY PURPOSE

Policy statements are for the purpose of developing guidelines and standards for internal MLS operations. Policy statements are ongoing and must be affirmed by the Board of Directors. Any new policies must be approved by the Board of Directors sitting at the time of recommendation of the new policy. Policy recommendations may be made by staff, committee members, the Board of Directors or any member may present a recommendation to the Executive Officer in writing.

INFORMATION REQUESTS

From general public, written or verbal, shall be referred to the President or Chief Executive Officer.

OFFICE HOURS

The SRRMLS Office hours are: 8:30 a.m. to 5:00 p.m. - Monday through Friday.

PARTICIPATION

All Firms/Brokers/Appraisers who hold primary membership of the Greater Idaho Falls Association of Realtors®, the Greater Blackfoot Association of Realtors®, or the Upper Valley Association of Realtors® shall become Participants in the Snake River Regional MLS. All real estate licensees and appraisers licensed with Participants holding primary membership in a stockholder association shall become Subscribers to the service. In the event that a licensee chooses not to join, the Designated Broker of the firm affiliated with any of the above Associations will pay the Subscription Fees as designated in the SRRMLS Rules and Regulations.

Firms/Brokers and individuals licensed with them who are members of the Greater Pocatello Association of Realtors® may be granted 'read-only' access to the Snake River Regional MLS 'Navica' System at no charge, but must agree to abide by all Policies and Procedures, Bylaws, Rules and Regulations of SRRMLS and be subject to Professional Standards process and Code of Ethics as prescribed by NAR.

Other real estate firms/licensees licensed in Idaho or in states with reciprocal license agreements with the IREC are also welcomed as Participants in SRRMLS. In such firms Subscription Fees will be based on the number of licensees, including the Designated Broker, who desire SRRMLS services and who agree to abide by SRRMLS Rules and Regulations and Policies and Procedures and to be bound by the Code of Ethics on the same terms and conditions as members of the Idaho Association of Realtors®.

Real estate licensees desiring short-term access to SRRMLS are encouraged to work with a Participant of the service on a referral basis. The SRRMLS will verify license status of such individuals.

ASSISTANTS TO SUBSCRIBERS

Licensed Assistants:

1. Must pay regular MLS fees and may perform all functions of a licensed Realtor®.
2. May receive a Key Waiver with execution of a Key Waiver Agreement.

Unlicensed Assistants:

1. May not perform any real estate functions requiring a license.
2. May only access listings of their employer/agent under that employer's supervision using employer's key.
3. Unlicensed assistants may access NAVICA system if authorized by agent's broker.

DATA ENTRY/CHANGE

Data Entry is the responsibility of the Listing Agent/Office. Required fields are delineated by the SRRMLS Board and must be filled in for the system to accept the entry.

1. New listings and accurate changes are to be entered into the system within twenty four hours of listing change date.
2. Incomplete data discovered in review by MLS staff will be noticed to Broker/Agent. Corrections must be made in twenty four or listing will be withdrawn.
3. Properties under construction must be classified under Section 'Construction/Status' as 'Other-See Remarks' status and/or 'New Under Construction.' The listing should have an estimated completion date in the **Public Remarks** field and one of the following should be specified: a) foundation in place, b) framed or c) completed. The listings should be updated as construction proceeds.
4. Price changes/extensions require seller signature or other documentation.
5. OOT (Out of Town) and OOS (Out of State) are NOT acceptable entries for "Owner" in the MLS system. "Undisclosed" or "Owner on Record" is NOT an acceptable entry. Owners name must include a first name or initial and a last name.
6. ***A listing number may not be changed to make a listing appear to be new.*** The only valid reason for changing a listing number is a new listing agreement executed by a new agent or a new listing agreement, dated 30 days after the expiration or withdrawal of the prior agreement. This regulation protects the integrity of our statistics and correlates with IREC Broker requirement for control of listing logs and agreements.
7. The same property may be entered in more than one section of the SRRMLS database if its current potential use indicates it may appeal to more than one type buyer. In other words, a single family home with an existing apartment may be entered in Residential and Multi-family; commercial building with existing apartment could be entered in

Commercial and Residential. A home on a farm could be entered in Residential acreage and as part of Farm/Ranch. In such cases the Broker is responsible for properly reporting the sale and contacting the MLS staff to delete any duplicate listings to protect the integrity of SRRMLS statistics.

(The above does not apply to manufactured homes. Liability and court rulings require that these may only be listed in the Manufactured Home portions of the database.)

8. Listing price on closed properties should be adjusted to reflect upgrades when sales price includes upgrades. Listing price should not be adjusted to reflect payment of closing costs by seller.
9. Selling price should reflect concessions made to buyers during transaction. Any concessions (not upgrades) should be shown as 'seller concessions.'
10. Third party marketing including specific naming of any Lender, Title Company or other affiliated service provider is not permitted to be displayed in any field within the MLS system. Pre-qualifying requirements of a lender may be addressed only in the Private Remarks section with the name of said lender. Any violation of this policy shall be considered a violation of the MLS Policies and Procedures and subject to a fine.
11. If the MLS staff is made aware of information contained in the private remarks which are contrary to our MLS Rules and Regulations, IREC guidelines, Idaho Law or these local policies and procedures, the agent will be notified to remove them immediately or the staff will delete it.
12. Auction listings are allowed in the MLS only with following criteria:
 - a) list price must be the minimum acceptable bid or higher,
 - b) compensation is required,
 - c) must be available for sale prior to auction,
 - d) auction date required in comments
 - e) for market statistics reports, upon sale of an auction listings, the sold price is required to be reported on the MLS listing.
13. Listing Restrictions: REALTORS® have a lawful, ethical responsibility to follow the instructions of their clients. If a client directs that there be no cooperation with a particular firm or agent, the listing broker will communicate that directly with the party named. Exclusion of an office or agent will NOT be published in the MLS.
14. With regards to Listings with accepted offers contingent on another home selling the following statement MUST be in all caps and included as the first sentence of the Public Remarks, IF the buyer and seller have agreed to leave the status as Active: "This property is currently under contract; the seller is seeking backup offers." Also the Showing Instructions need to be modified to "Call Listing Agent" All other showing instructions should be removed at that point.
15. Seller Concession may include, but is not limited to, the seller paying all or some portion of the purchaser's closing costs (such as prepaid expenses or discount points) or the seller conveying to the purchaser personal property which is typically not conveyed with the real property

Manufactured homes and Mobile homes, as defined below, in accordance with Idaho Code 39-4105, may **not** be listed as single family in the MLS. The options are 1) manufactured with land, or 2) manufactured without land. Permanent foundation, additions or alterations to the home do not alter property type but should be explained fully in the 'Public Information' block. Manufactured homes entered in the wrong property type will be moved to correct property type by the MLS Staff.

"Manufactured home" means a structure, constructed after June 15, 1976, in accordance with the HUD manufactured home construction and safety standards, and is transportable in one (1) or more sections, which, in the traveling mode, is eight (8) body feet or more in width or is forty (40) body feet or more in length, or when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein, except that such term shall include any structure which meets all the requirements of this subsection except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary of housing and urban development and complies with the standards established under [42 U.S.C. section 5401](#) et seq.

"Modular Building" means any building or building component, other than a manufactured or mobile home, which is of closed construction and is either entirely or substantially prefabricated or assembled at a place other than the building site, Idaho Code 39-4301, 2007. The Modular Building must have an insignia certificate from the State of Idaho, Division of Building Safety, which certifies the building is of modular construction. This insignia will certify that the unit is constructed in accordance with applicable Idaho Statutes and adopted codes which govern plumbing, electrical, heating structural systems within modular prefabricated building tags. Modular housing units are prohibited from having permanent transportation running gear attached to the home, after delivery to the building site for placement upon a foundation, whereas manufactured homes have permanent transportation running gear attached and are also bear HUD tags on each modular. If the MLS receives a reported listing regarding manufactured vs. modular, the agent listing the property must present to the MLS an insignia certificate, from the State of Idaho, Division of Building Safety, stating such building is classified as modular. If such certificate is not presented within 72 hours, the building will be classified as manufactured.

"Mobile home" means a factory-assembled structure or structures generally constructed prior to June 15, 1976, and equipped with the necessary service connections and made so as to be readily movable as a unit or units on their own running gear and designed to be used as a dwelling unit or units with or without a permanent foundation.

LISTING CONTENT REVIEW BY SNRRMLS STAFF

New and revised listings may be reviewed by SNRRMLS Staff. Any violation of Fair Housing guidelines, inappropriate language, or improper entry will result in a request to the Broker to revise the information. Such revisions must be accomplished within two (2) business days or listing will be withdrawn from the MLS. Serious violations may be immediately withdrawn by the Chief Executive Officer who will contact the listing Broker as soon as possible.

STATUS DEFINITION

1. Active – no signed offer – ready, willing, able seller.
2. Active Under Contract – seller has retained the right to accept other offers which may terminate an existing offer through the use of the ‘RE-27 Seller’s Right to Continue to Market the Premises.’ An RE-27 must be on file with the Broker, and under ‘Private Remarks’ in the listing the contingency must be stated along with the estimated time before the contingency is removed.”
3. Short Sale Accepting Additional Offer – seller has accepted an offer contingent upon third party lender approval and as contractually retained the right to continue to market the home in order to submit additional offers to third party lender for approval. Should seller not contractually retain the right to continue marketing the home or seller has received third party approval the listing will then be marked “pending.”
4. Pending – seller has an accepted offer that may include contingencies for appraisal, inspection, financing, etc., and has not used the RE-27.
5. Closed – Title has been transferred via closing.
6. Expired – listing contract has ended. Will NOT be purged from the system
7. Withdrawn - to withdraw a listing from ACTIVE status when the seller does not want to show their property for a predetermined period of time but still want to put their property back on the market at a later date. The agent retains an exclusive representation agreement with the seller until expiration date.
8. Cancelled – property has been removed from the MLS and the broker has cancelled their exclusive representation agreement. The seller is free to enter into another agreement, if desired.

REMARKS

1. Public Remarks – Information that will be posted to the Internet.
Do not include any seller/occupant contact or private information.
No agent or office information will be included.
2. Private Remarks - Information that should not be available to the general public; i.e., showing information, owner/occupant information, commission information, etc.

PICTURES

To maximize the value of listing information in the SRRMLS pictures are required with all listings except ‘Business only’, ‘Land/Lots,’ and ‘Rental/Lease.’ Pictures must be in the listing within two business days after the listing is entered. If a picture is not in the system after two (2) business days, Agent/Broker will be notified with two (2) business day deadline to add picture(s). If picture is not added within two (2) business days, listing will be withdrawn.

No contact information of any nature nor an agent photo may be superimposed upon a listing picture. Photo date is permissible. The picture must be an actual photo or rendering of the specific property. Borders, wording and graphics will not be allowed on any listing pictures. If the MLS office is contacted regarding borders, wording and graphics, on a listing, the person listing the property will

be contacted and will be asked to remove these embellishments. If they are not removed by the end of the next business day the listing will be removed.

Photos will not include realty signs.

DATA DOWNLOADS

1. SEI will download data to REALTOR.com with a 72 hour delay. Data is also available to the public via the Snake River Regional website, snakerivermls.com.
2. Data for IDX and VOW use will be downloaded with completion of appropriate Broker/Agent agreements. Broker is responsible for agent and office website accuracy and any misuse of data (see detailed IDX and VOW policies).
3. The information that appears on the website shall not contain more information than is contained in the MLS download files provided at the MLS FPT location. The property address may be displayed.

LOCKBOXES

1. SRRMLS contracts with Supra for its lockbox system. Lockboxes are owned by SRRMLS and are provided to Brokers based on number of active/pending listings in the MLS, plus 10%.
2. Lockboxes will be placed on properties (with sellers' approval) when they are entered in the Multiple Listing System and may remain on the property as long as access is needed for inspection, appraisal, repair, etc. in the pending process.
3. Any property not in the SRRMLS on which a lockbox has been placed will subject the responsible Broker to a potential \$150 fine by the Board if we do not receive proper paperwork showing an office exclusive listing, within 3 business days, on forms acceptable to the SRRMLS.
4. Lockboxes should be removed as soon as possible on pending properties so that they may be reassigned to new active listings.
5. Brokers are assigned lockboxes and are responsible for them and should keep adequate records of their location.
6. The MLS Staff will periodically audit Broker lockbox assignments and Brokers will be charged for missing boxes. Boxes may be issued to or withdrawn from Brokers based on audit.
7. In the case of lock boxes being transferred both brokers must sign and abide by the Key Box Transfer Agreement. Additionally a full lockbox audit will be done by both brokers and sent to the MLS office prior to the completed transfer.
8. If lock boxes are not transferred or returned to the MLS office, the broker will receive an invoice for the balance and lock boxes will be deemed lost or stolen. The Broker will have 30 days to either pay the invoice amount or transfer lock boxes, or account for the lock boxes, in their inventory. If this is not done during this time period the outstanding balance will be sent to collections.
9. Non Supra Lockboxes- Snake River Regional Multiple Listing Service sanctions the use

of its wholly-owned Blue Tooth Supra lockboxes. Use of other types of lockboxes is allowed, however publishing codes in the Navica System, either in public or private remarks, to open alternative lockboxes is not permitted.

KEYS

In the event of a key failure, when the MLS Board office is closed, the brokerage shall have the ability to deal with the issue as long as it does not circumvent the rules of subscribership.

ORIENTATION

Formal orientation is **required** of all new Subscribers to the SRRMLS. Such orientation will normally be conducted in cooperation with Association orientation; such orientation will be conducted at least three times each year. Subscribers normally must attend the first orientation after their license activation. Missing two orientations will result in suspension of MLS privileges and additional charges/sanctions may be imposed by the respective Associations.

MLS TOURS

All tours will be handled individually by the three shareholder Associations: Greater Idaho Falls, Greater Blackfoot and Upper Valley.

PAYMENT PROCESS

Payments on accounts are due within 30 days of billing and considered delinquent at 5:00pm on the payment date on the monthly statement. Payments may be mailed (except cash), phoned in (credit cards), which are subject to a service charge, or brought to the MLS office during regular business hours.

LATE PAYMENTS

Payments must be received at the MLS office by 5:00pm on the payment deadline date noted on the monthly statement. If payment is not received by this date the account will be suspended and the Participant notified. A re-activation fee of \$50 will be assessed. MLS and Lockbox access will be reinstated upon receipt of account balance and, above noted, \$50 re-activation fee. If payment is not received within 30 days from shut off, your account will be sent to collections.