



## **Membership Policies and Procedures**

The following sets forth a summary of the policies and procedures for members in the Charlotte Regional Realtor® Association (Association) and the Carolina Multiple Listing Services, Inc. (Canopy MLS). More details can be found in the [Association](#) and [Canopy MLS bylaws](#), "[Canopy MLS Rules and Regulations](#)," and other rules that may be adopted by the Association and Canopy MLS.

The Bylaws of the Association and Canopy MLS as well as the Canopy MLS Rules and Regulations, this policy document and any Association and Canopy MLS forms or applications (all available online at [www.CarolinaRealtors.com](http://www.CarolinaRealtors.com)) may be amended from time to time with or without notice to you. Any amendment, change or modification to any of these documents shall be effective and enforceable.

### **Promise Not to Sue**

Every Realtor®, for and in consideration of his or her right to invoke arbitration proceedings and to initiate complaints under the Code of Ethics, irrevocably waives and releases any claim or right of action the member may have or acquire against the Association or any of its officers, directors or members, for any act performed in connection with the business of the Association and, particularly, as to the acts of the Association or any of its officers, directors, or members taken in approving or not approving, advancing, suspending, expelling or otherwise disciplining the Association member. Further, as a condition of membership in the Association, members expressly waive any cause of action or claim for libel, slander or defamation that might arise from the filing or consideration of any ethics complaint or arbitration request. In addition, members are prohibited from taking legal action against another member for alleged violations of the Canopy MLS Rules and Regulations unless the complaining member has first exhausted the remedies provided therein.

### **Membership (Association/Canopy MLS)**

All individuals who maintain a valid real estate broker's, salesperson's or property management license or who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and join the Association receive an individual membership to the Association, the North Carolina Realtors® (NCR) and the National Association of Realtors® (NAR). All active real estate and appraisal licensees join the association as either a Realtor® or Designated Realtor® (DR) member. The head of the firm, for Association purposes, is referred to as the DR. A Realtor® membership moves with a licensee from firm to firm. A Realtor® member who decides to open a new firm must reapply for membership as DR (See New Company section).

Each firm/office must designate one Realtor® member who shall be responsible for all the duties and obligations of membership including the obligation to arbitrate. The DR must be a sole proprietor, partner, corporate officer or branch office manager acting on

behalf of the firm's principal(s) and must meet all other qualifications for Realtor® membership established in Article V, Section 2 of the Bylaws.

Subscription to Canopy MLS is through a firm's participation in Canopy MLS. Each head of a firm, for MLS purposes, is referred to as the Member Participant (MP). Any other licensee affiliated with the firm accesses the service by subscribing through the MP's membership as a Subscriber. For this reason, licensees who leave a firm and move to another will have their Canopy MLS services inactivated until they re-affiliate with another firm and subscribe to the service through their new MPs.

Firms in Canopy MLS pay a company start-up fee significantly higher than the start-up fee of Subscribers to begin participation. When a Subscriber with a broker's or property management license, who has been designated as a broker-in-charge (BIC), chooses to open up his or her own firm and work independently, additional Canopy MLS fees apply.

Canopy MLS provides one subscription to the MP upon payment of the company start-up fee and the applicable quarterly fees. Canopy MLS provides an additional subscription for each individual employed by or affiliated as an independent contractor (including licensed and certified appraisers, and appraisal trainees) with the MP who has access to and who utilizes the service. All Subscribers affiliated with an MP must pay a start-up fee and the applicable quarterly fees. Canopy MLS will assess a Category I violation to any MP who has not ensured that each licensee affiliated with his/her firm either subscribes to Canopy MLS or has qualified for a Canopy MLS waiver (see below).

**NOTE:** Failure of an MP to ensure that all licensees affiliated with the MP's firm either apply to Canopy MLS upon affiliation is a Category I violation. A Category I Non-Compliance fine will be assessed if the appropriate paperwork is not received within one week of notification.

### **MLS Waivers**

Except in instances where a waiver is granted as noted below, all active real estate licensees, including but not limited to those who are part of a real estate team or who represent buyers exclusively, licensed or certified appraisers and appraisal trainees affiliated with an MP must subscribe to the MLS.

Application for a waiver requires the signature of the MP. Waivers are valid for one year and must be renewed. If, after written notification, the MP does not submit a waiver renewal for all licensed agents affiliated with his or her firm who waive MLS, he or she will receive a Category I violation. Category I Non-Compliance fine will be assessed if the appropriate paperwork is not received within two weeks of notification that a waiver renewal form for a licensee is due.

While on waiver from Canopy MLS, any licensee found to be using the Service in any capacity, including, but not limited to, co-listing with a Subscriber, will be activated and assessed service fees back to the initial date of the violation of this waiver policy, along with applicable start-up fees and may be also be fined. When Canopy MLS revokes a licensee's waiver, the MP cannot apply for a new waiver for the licensee until one year from the date of revocation.

Examples of violations of this policy include: any active real estate licensee found to be a party to an agency agreement or named as the listing agent or selling agent on a purchase agreement with respect to properties listed only in the MLS.

Member Services staff will administratively approve waiver requests for one or more of the reasons listed below; the Board of Directors must consider any waiver requested for a reason not listed.

1. Associates holding a license and dealing exclusively in property management or commercial and industrial properties and who do not access the MLS system for any reason
2. Principals or officers of the company who hold a license but who are not engaged in general brokerage of real estate and who do not access the MLS system for any reason
3. Any agent associated with an MP who represents a new-home builder and handles on-site sales only, either working directly for the builder or indirectly for a MP representing the builder and who do not access the MLS system for any reason
4. Any associated licensees who only receive referrals and do not use Canopy MLS data in any manner to generate those referrals and are not engaged in listing or selling real property
5. Any licensee affiliated with an MP of Canopy MLS who exclusively subscribes to and markets listings in another MLS or Commercial Information Exchange (CIE) Canopy MLS will revoke the waiver for any active real estate licensee entered in Canopy MLS as a co-listing agent for a property listed in Canopy MLS, regardless of whether the listing is required to be submitted to Canopy MLS
6. Any certified or licensed appraiser or appraisal trainee who already subscribes to Canopy MLS under a separate appraisal firm.

Any individual who has been on waiver from Canopy MLS for more than two years and wishes to subscribe or re-subscribe to the Canopy MLS will be charged the initial participation fee and all current quarterly MLS fees, and will be required to attend the Canopy MLS Orientation program. In addition, if at any time, an individual applies for a waiver after being charged a "reconnect" fee for non-payment of MLS fees, that individual will be required to pay the already assessed "reconnect" fee at the time the individual wishes to re-subscribe to Canopy MLS.

### **Dues**

Annual Realtor® and Affiliate dues are billed each year on November 1 for the following calendar year. All Realtors® are invoiced for local, state and national dues. Affiliates are invoiced for local only or local and state dues, depending on membership type. Any payment not received by the due date is considered late and late fees will be assessed. In addition, failure to pay all dues will result in the termination of your Realtor® or Affiliate membership and loss of your Realtor® designation, if applicable. As required by

the National Association of Realtors® (NAR), Realtors® who have not paid dues by the deadline will be dropped to a “non-member licensee” status and the DR for that individual will be assessed additional fees (see below).

The DR of each individual who loses Realtor® status for non-payment of Realtor® dues, will be billed a non-member licensee assessment fee for each non-member licensee. All non-member licensee fees must be paid by the DR. The Association will not accept money from a non-member licensee. Upon receipt of the non-member licensee assessment fee from the DR, the individual will remain a non-member of the Association and must discontinue the use of the term Realtor®. All Realtor® benefits will also be discontinued. Non-member licensees who wish to reinstate to Realtor® status within that year will be charged applicable fees. Should the DR choose not to pay the non-member licensee assessment, the licensee will be dropped from Association membership completely. This can only be done upon written proof that the DR has removed the licensee in question from his or her firm roster with the North Carolina Real Estate Commission (the “NCREC”) or South Carolina Labor and Licensing Board (the “SCLLR”).

The Association will send out reminder notices before the final due date to all who have not yet paid their dues.

Should the DR of the firm fail to pay his/her Realtor® dues by the payment deadline, that individual will be dropped from Realtor® membership and his/her MLS access and Electronic Key service will be immediately terminated. In order to reinstate to Realtor® membership and reactivate MLS and Electronic Key services, that individual will be required to pay reinstatement fees and any outstanding balance on his/her account. If the individual fails to reinstate to Realtor® membership and MLS and Electronic Key service for more than two-years, that individual must pay all applicable application and start-up fees and will be required to attend any applicable Realtor® and/or MLS orientations.

## **Refunds**

Annual Realtor® dues are non-refundable. Any request for a dues refund will need to be submitted in writing to the Association Board of Directors. The board will review the request and decide if an exception is in order.

Any request for a refund or partial refund of Canopy MLS service fees upon a member’s resignation from Canopy MLS will be on a prorated basis. If the resigning individual has had access to the MLS between the 1st and 15th of the month in which he or she is resigning, a partial month’s refund will be granted. If the individual resigns and requests a refund after the 15th of the month in which he or she has had MLS access, no refund for that month will be granted.

Refunds for items purchased in the Realtor® Store will be issued if returned within 30 days of purchase with the original receipt. Refunds will be issued in the original form of payment.

The Canopy Real Estate Institute refund policies are available online at [www.CanopyREInstitute.com](http://www.CanopyREInstitute.com).

### **Membership to the Association for Current Canopy MLS MPs and Subscribers**

The Association will waive the membership application fee for any current MP or Subscriber, in good standing with Canopy MLS, who applies to become a primary or secondary member of the Association. For those applicants who are current MPs or subscribers of Canopy MLS and who already hold the Realtor® designation through another Realtor® association, Association orientation will be waived. However, orientation is mandatory for any current MLS Subscriber who is a non-member licensee.

### **Realtor® Orientation and Failure to Attend within 90-days of Application**

Attending the Association Realtor® orientation is mandatory for all new applicants. All active real estate and appraisal licensees must complete this orientation within 90 days from the date of application. New applicants who apply to the Association and pay applicable joining fees but who then fail to attend the mandatory orientation program within 90 days will automatically lose provisional Realtor® status and will be converted to a non-member licensee. As required by the National Association of Realtors®, their Designated Realtor® will then be invoiced a non-member licensee fee for that individual. Applicants should note that all fees previously paid are non-refundable. The licensee will then need to reapply for the MLS service and pay all applicable fees or submit a Canopy MLS Waiver form. If the new applicant who failed to attend Realtor® Orientation is also the Member Participant to the Canopy MLS, that firm's MLS access will be deactivated until such time as that individual attends the Realtor® Orientation program.

### **Realtor® Orientation No-Show Policy**

The Association Realtor® orientation program is mandatory for all new applicants. Orientation attendees must complete the entire orientation program and, if attending an in-person course, must arrive to the program on time. If an attendee is late for the in-person orientation course, that attendee will not be admitted. In addition, that attendee will be charged a \$15 no show fee. Only those individuals registered for a particular orientation class will be permitted to enter. **“Walk-ins” are prohibited.**

### **Canopy MLS Orientation**

Canopy MLS requires any applicant for MLS participation and any licensee (including licensed or certified appraisers and appraisal trainees) or Assistants affiliated with an MLS Member Participant who has access to and use of MLS-generated information to complete an orientation program of no more than eight classroom hours. The orientation is devoted to the “Canopy MLS Rules and Regulations” and computer training related to MLS information entry and retrieval and to the operation of the MLS.

The Canopy MLS Orientation program consists of a 3.5-hour orientation course.

#### **Canopy MLS Orientation Course Outline:**

- Canopy MLS Technology and Tools/Member Benefits, Canopy MLS Policies
- Break
- Lockboxes and Electronic Keys
- Matrix 101

**Failure to attend within 30-days of application:** Failure to complete Canopy MLS Orientation within 30 days will result in the deactivation of the licensee MLS access. Access to the MLS system will only be restored upon completion of the Canopy MLS Orientation class. Charges will continue to accrue.

**In-Person Orientation no-show policy:** Students must complete Canopy MLS Orientation and must arrive to the class on time if attending in person. If an attendee is late for Canopy MLS Orientation, that attendee will not be admitted or receive credit for attendance. In addition, that attendee will be charged a \$15 no-show fee. Only those individuals registered for a particular class will be permitted to take the class. "Walk-ins" are prohibited.

### **Billing Procedure and Delinquency**

Canopy MLS invoices MPs and Subscribers for the monthly subscription fee on a quarterly basis. Canopy MLS posts invoices on the first day of the month prior to the start of the quarter: December 1, first quarter; March 1, second quarter; June 1, third quarter; and September 1, fourth quarter.

Invoices are due by 5 p.m. on the first day of the first month in the quarter: January 1, first quarter, April 1, second quarter, July 1, third quarter, and October 1, fourth quarter.

If Canopy MLS does not receive payment by 5 p.m. on the 15th day of the first month in the quarter, Canopy MLS will suspend the recipient's MLS services. Additionally, Canopy MLS will suspend Electronic Key service at the same time and will notify the Subscriber's MP.

The Subscriber or MP must pay all charges in full, including the reconnect fee for reconnection. Canopy MLS charges a \$25 fee to process any MLS payment made by check. The accounting office must receive payment by the due date, not postmarked by the due date. Canopy MLS does not consider returned checks as payment. Therefore, if Canopy MLS receives a returned check subsequent to the 15th day of the first month in the quarter, Canopy MLS will assess the reconnect fee to the recipient, as well as the handling fee.

The MP is ultimately responsible for ensuring that Canopy MLS receives payment in full for the Subscriber(s) and any unlicensed assistant(s), including the reconnect fee, by the last day of the first month in the quarter: January 31, first quarter; April 30, second quarter; July 31, third quarter; and October 31, fourth quarter. If Canopy MLS does not receive payment, Canopy MLS will suspend the firm's MLS service.

MPs are responsible for all licensees and unlicensed assistants affiliated with the firm; therefore, if an MP does not pay his or her invoice by the deadline, all Subscribers under him or her will have their services suspended. If Canopy MLS suspends a firm's service, only the MP will be responsible for paying the reconnect fee.

### **AutoPay Option**

MPs and Subscribers have the option of utilizing AutoPay to pay their quarterly MLS and Key fees. **This option is ONLY available for MLS/Key fees and DOES NOT apply to Realtor® dues, violations/citations and optional Canopy Foundation billings.**

Charges to your credit card, whether payment is made manually or through AutoPay, will appear as "E.Commerce" on your credit card statement and should not be disputed.

AutoPay will occur approximately two weeks after the quarterly invoice date as described herein. This advanced timing is to allow members time to make a manual payment for any failed/declined cards without incurring late/reconnect fees.

### **MLS/Electronic Key Inactivation**

Agents who fail to pay quarterly MLS fees by the due date will automatically lose MLS access and a reconnect fee will be invoiced to his or her account. In addition, those agents will also lose Electronic Key service. In order to restore MLS/Electronic Key service, the agent must pay the past-due amount and the reconnect fee as well as any current quarterly fees, if applicable. After non-payment, if the agent is placed on "Will Advise" status by his or her firm (see below) and then re-affiliates with that firm or a different firm within the 90-day grace period, that agent will be required to pay the full amount of the outstanding account balance, which includes the reconnect fee, as well as any current quarterly fees, if applicable. If the agent fails to re-affiliate within 90 days, all reinstatement fees, as described in the "Will Advise" section below, apply.

### **Returned Check Policy**

Association: Check payments for annual dues that are returned for insufficient funds will be considered non-payment of dues and will result in the termination of membership. Reinstatement fees apply for all terminated individuals.

Canopy MLS: Checks from a Canopy MLS Subscriber or MP returned for insufficient funds will immediately result in the suspension of Canopy MLS and Electronic Key system services (if applicable) to the individual. If the MP's check is returned for insufficient funds, the entire firm will lose access to the MLS. Service will resume only after receipt of cash, credit card, money order or a cashier's check for the full amount *plus* a handling fee of the maximum allowed by N.C. law. A second returned check within one year will result in the same suspension and re-instatement procedures *plus* the requirement that the next 12 months' payments be made by *cash, credit card, money order or cashier's check* only.

### **Assistant Access to Canopy MLS**

Unlicensed assistants, who plan to access the Canopy MLS system for the purpose of assisting another agent(s) or the broker-in-charge (BIC) of the firm must complete the appropriate assistant paperwork, which must be signed by the MP of the firm, pay a non-refundable, one-time orientation fee of \$25, quarterly fees and attend MLS Orientation. That assistant will be provided a unique username and password. If an assistant assists more than one agent in *different* firms, that assistant will be issued two different user identification numbers and will be required to pay access fees under each firm.

Any active real estate broker/salesman/property management licensee who is a member or subscriber to Canopy MLS and who also serves as an assistant to a Realtor(s)<sup>®</sup> in a different firm(s) must obtain access to the Canopy MLS under the additional firm(s) by use of a unique member ID and password assigned by Canopy

MLS. The broker/salesman/property management licensee will be required to complete a subscriber request form for each firm under which the individual assists. The individual is required to pay applicable quarterly Canopy MLS fees for each firm with which the individual is associated. The individual will not, however, be charged applicable start-up fees for any additional firm with which they are associated.

Any assistant found to hold an active real estate or appraisal license or found to be a party to a listing agreement, a buyer agency agreement or named as the listing agent or selling agent on a purchase agreement will be immediately activated as a Subscriber, charged the Canopy MLS start-up fee and all applicable quarterly fees. The licensee will also be scheduled for the next available Canopy MLS Orientation class. Failure to attend this class will result in the inactivation of their MLS. The licensee has fifteen (15) business days to complete this process. In addition, the Member Participant (BIC) of office will be fined \$1,000.

### **“Will Advise” Status**

Realtor® members/MLS Subscribers who disaffiliate with a member firm are placed on “will advise” status. “Will advise” allows agents 90 days to inform the Member Services of their intention to either re-affiliate with a new member firm or resign from the Association/MLS without penalty.

### **Termination After 90-Day Will Advise**

Any agent who fails to take action with the 90-day period is automatically terminated from membership. Upon re-affiliation, the agent is required to pay all applicable start-up fees for the MLS as well as any applicable fees to reinstate to Realtor® status.

### **Transfers**

Licensees who transfer from one real estate firm to another must complete a “Transfer Request Form.” The new DR/MP must sign the form and submit it to the Association with the applicable transfer fee and MLS fees.

The licensee will not be transferred to his or her new firm in the Association and Canopy MLS database until the Member Services Department receives the completed paperwork and fees. Please note that if paperwork is faxed but checks are mailed, the paperwork will not be processed until Member Services receives the check.

To obtain the “Transfer Request” form, visit [www.CarolinaRealtors.com](http://www.CarolinaRealtors.com), or contact the Member Services Department at [membership@carolinahome.com](mailto:membership@carolinahome.com) or 704-940-3110. The forms can be submitted by fax with a credit card number, dropped off at the Association office or mailed in with a check. Subscribers who transfer from one office to another within the same firm and wish to take their listings with them to the new office must complete the “Intra-Office Listing Transfer” form (see important note below).

Individuals are given 90 days to complete their transfers before they are terminated from the Association.

### **Intra-Office Listing Transfer Form**

Canopy MLS will transfer listings between firms upon receipt of a completed Listing Transfer Form signed by the MP of the releasing firm. In addition, there must be a valid,



signed listing agreement in place with the receiving firm for each listing that is being transferred. Canopy MLS does not transfer closed, withdrawn or expired listings.

### **N.C./S.C. Real Estate Commission Letter**

Upon receipt of a copy of the letter sent to the real estate commission regarding any licensee that has left the firm, Canopy MLS will suspend the Subscriber's access to the Service, as well as Electronic Key service, if applicable.

### **Leave of Absence**

Members who are *not* the head of firm may apply for a leave of absence from the MLS for three reasons: medical leave, military duty and acts of nature. Leaves are granted for periods not to exceed six months.

While on leave of absence, the member will not be charged for Canopy MLS nor will he or she be able to access the MLS system. Annual dues for Realtor® membership will continue to be billed since the individual remains an active member of the Association. When the member returns from a leave of absence, MLS service fees for the current billing period will be collected from the member. If the member was charged a "reconnect" fee for MLS services prior to submitting a Leave of Absence form, the reconnect fee will also be collected at the time the member returns from their leave. Canopy MLS does not grant leaves retroactively.

### **Realtor® Members Wishing to Start Their Own Firms**

Active, licensed brokers who have at least two years' experience and have declared themselves as a broker-in-charge (BIC) with the NCREC or have three years' experience and have been licensed as a broker by the SCLLR, if applicable, have the option of working independently. When a Realtor® member who has met the above criteria wishes to become the DR for his or her own firm, four things must occur:

- 1) A NC broker must take the BIC course with NCREC, if applicable, and provide proof of course completion to the association.
- 2) A new Membership Application and Transfer Request form must be completed. A \$25 processing fee must accompany the Membership Application and Transfer Request form.
- 3) A Canopy MLS Member Participant Request for Canopy MLS form must be completed.
- 4) Payment of the start-up fee for the new firm, plus any quarterly service fees, must be collected at the time applications are submitted.

Likewise, if any Realtor® member who is a licensed or certified appraiser wishes to start his/her own firm, the following must occur:

- 1) A new Membership Application and Transfer Request form must be completed. A \$25 processing fee must accompany the Membership Application and Transfer Request form.
- 2) A Canopy MLS Member Participant Request for Canopy MLS form must be completed.
- 3) Payment of the start-up fee for the new firm, plus any quarterly service fees, must be collected at the time applications are submitted.

Quarterly fees are higher for MPs than they are for Subscribers. New MPs are billed the difference between the Subscriber fee and MP fee for the current billing period.

## **New Company**

All new firms opened by existing Realtor® member brokers will be required to reapply for membership under the new firm and will be resubmitted to the Association and Canopy MLS Boards of Directors for approval. MLS fees will apply.

“Charlotte Regional Realtor® Association Bylaws” specifically state that to hold Realtor® membership, individuals must be “engaged actively in the real estate profession, including buying, selling, exchanging, renting or leasing, managing, appraising for others for compensation, counseling, or building, developing or subdividing real estate.”

Individual members must continue to meet membership criteria while a member or be subject to losing membership. This means any existing member who wishes to establish a new firm is required to reapply for Realtor® membership under the new firm and complete a Transfer Request form. Specifically, the Member Services Department will require a new Realtor® Membership Application be submitted along with the DR/MP MLS Application. Additional fees will apply.

Existing individual members who open new firms, as well as existing members wishing to change the name of their current firms, will be sent to the Board of Directors for approval.

**\*\*NOTE:** Existing firms who are issued a new firm license by the NCREC and/or the SCLLR will be required to pay Canopy MLS joining fees for the new firm.

## **Company Name Changes**

Any firm wishing to change its name with the Association/Canopy MLS must submit the request, in writing, to the Association/Canopy MLS Member Services Department. The request must be signed by the DR/MP and must be accompanied by copies of the documentation sent to NCREC and/or the SCLLR regarding the filing of the name change. For example, the Member Services Department will require a copy of the firm license from NCREC and/or the SCLLR showing the name has been properly registered in order to make the name change in the Association/Canopy MLS database. It is the policy of the Association/Canopy MLS that all firm names match the firm name registered with NCREC and/or SCLLR.

If a DR/MP organized as a sole proprietor becomes licensed as a firm by the NCREC or SCLLR within 90 days from the date the sole proprietorship was established in the Canopy MLS, no additional fees will apply. After 90 days, Canopy MLS joining fees will apply for the new firm.

## **Subscriber Opening Firm within 90 days of Joining**

A new subscriber to the MLS who attends orientation but ultimately decides to open an individually owned firm as a MP within 90 days from the date of his or her Canopy MLS Orientation class will be charged the difference between MP MLS joining fees and the Subscriber start-up fee previously paid. After 90 days, the full MP joining fee will apply.

## **Branch Offices**

Each branch office of a real estate firm must have its own DR if it is located at a different address within North Carolina. MLS start-up fees will be assessed for all

branch offices. A branch office may choose to use the MP of the main office as the MP of the branch office. In that case, Canopy MLS will assess an Initial Participation Fee for each branch office.

### **MLS Service in More than One Office**

MPs and Subscribers may become affiliated with more than one office (including branch offices of the same firm) to list and sell real estate only when approved by the NCREC and/or SCLLR and the MP of each office. For each office affiliation, Canopy MLS charges an additional subscription to the service, and provides a different member identification number and password.

### **When a Firm Loses its MP**

When a vacancy occurs, created by the death, resignation or other permanent absence of a MP from a firm, in order to continue operating, the firm must designate a replacement as MP, submit the appropriate paperwork, and pay applicable fees within 48 hours. The replacement must hold an active broker's license, be designated as the broker-in-charge (BIC) (if applicable) and must either be a Realtor® member of a Realtor® association or be in the process of becoming a Realtor® member of a Realtor® association. In order for the listings of the old MP to be transferred to the new MP, the new MP must request in writing for the listings to be transferred.

If the firm has not found a replacement for the MP within 48 hours, Canopy MLS will terminate service until the firm finds a replacement and that replacement has applied to become a Realtor® member of a Realtor® association and Canopy MLS.

### **Policy Regarding Company Mergers and Acquisitions**

When a firm participating in the MLS merges with or acquires another firm that participates in the MLS, the MP/DR or BIC from each firm must submit, to the Member Services Department, formal written notice of the transaction. In addition, the Member Services Department must receive written notice of all transferring agents within the two firms. (E-mail is acceptable.)

The MLS start-up fee for the new consolidated firm will be collected unless:

- 1) The merging/acquired firm indicates the initial start-up fee previously paid transfers to the acquiring firm, OR
- 2) The merging/acquired firm's real estate licensees relocate to the already established physical office of the acquiring firm.

In order for listings from the merging/acquired firm to be transferred to the acquiring firm, the MP of the merging/acquired firm must submit the request, in writing, to the MLS department. The previous MP of the acquired firm must also sign the request. Failure to submit the listing-transfer request with the signatures of both parties will result in all listings of the acquired firm being withdrawn.

### **Nicknames**

The Association and Canopy MLS permit the use of nicknames that are common derivatives of the first or middle name, and are readily identifiable to the public. The ethical use of nicknames requires that they not be created solely for marketing purposes or to influence the public. The following list includes, but is not limited to, examples of

what types of nickname variations are and are not permissible, as determined by and in the sole discretion of Canopy staff.

- Short versions of a longer name that are commonly known are allowed. For example, William may go by “Will” or “Bill,” Robert by “Rob” or “Bob,” and Elizabeth by “Liz,” “Beth,” or even “Betsy.” In these kinds of situations, you may use a nickname because your actual name can be easily determined.
- Similarly, a nickname involving the use of initials in place of your given name is acceptable, as when Thomas Joseph Jefferson goes by “T. Joseph Jefferson” or even “T.J. Jefferson.”
- A team name or company name as part of your nickname is not permitted.
- Additional words such as “Little Steven” or “Big Tom” are not permitted.
- We reserve the right to follow and impose the name rules adopted by the NCREC or SCREC without notice when infractions of this policy are identified in the MLS system.

### **Company and Web Site Names**

The Association/MLS reserves the right to object to any company name or Website name proposed by a current or potential member, which in the Association/MLS’s sole discretion, is confusingly similar to any name used in commerce by the Association/MLS that may leave the public confused. Any rejection of a company or Website name proposed by a current or future member company will be registered with that company at the time of membership application, or at the time the member first proposes the use of the name. Members will be advised to change the name immediately. Please refer to the “Canopy MLS Rules and Regulations,” Section 12.5 and Chapter 3 for the complete policy.

### **E-Mail and Website Addresses**

The Association/Canopy MLS reserves the right to reject any e-mail or Website address submitted by any current, provisional or potential member, which contains offensive or profane language or words, or other explicit phrases. Individuals in violation of this policy will be asked to resubmit a valid e-mail or Website address that does not contain language considered to be offensive, profane or explicit.

### **Social Media Policy**

If an Association/Canopy MLS Member or Subscriber chooses to participate in blogging, social networking or other public discourse that in any way refers to the Association/Canopy MLS or its products or services the Member or Subscriber:

- Must explicitly and conspicuously state that the views they are articulating are their own and not the views of the Association/Canopy MLS;
- Must not state or imply they are speaking for the Association/Canopy MLS;
- Must not disclose any confidential or proprietary information about the Association/Canopy MLS, its customers or suppliers. This includes information that is not already in the public domain or that might give any of the Association’s or Canopy MLS’s competitors a competitive advantage. Proprietary information is not to be discussed or referred to on any social network site, even in private messages between site members who have authorized access to the information. If a member/subscriber is unsure about what information falls under this policy, he or she should check with Association/Canopy MLS management;

- Must not disclose any personal or confidential information about third parties, including other members/subscribers, Association/Canopy MLS employees or others associated with the Association/Canopy MLS, or post pictures of them, without their permission;
- Must not use vulgar or sexually explicit language;
- Must not discriminate on the basis of race, gender, religion, age, disability or any other protected criteria;
- Must not use Association/Canopy MLS trademarks or copyrighted material without written permission;
- Must respect copyright laws, and reference or cite sources appropriately. Plagiarism applies online.

### **Use of the Association and Canopy MLS Logos**

The Association and Canopy MLS logos are reserved for use by the Association and Canopy MLS only. Members of the Association, and Members and Subscribers of Canopy MLS are strictly prohibited from using these logos. The use of the Realtor® trademark by members of the Association is encouraged and recommended. Please read NAR rules on use of the trademark by visiting [www.nar.realtor](http://www.nar.realtor).

### **Electronic Key Information**

As defined in the “Canopy MLS Rules and Regulations,” **KEYHOLDER** means: a Member Participant or Subscriber of Canopy MLS in good standing. All Realtor® Keyholders and Canopy MLS Subscribers described above must hold a valid real estate sales, broker’s or property management license or be certified by an appropriate state regulatory agency to engage in the appraisal of real property in North Carolina or South Carolina where the Electronic Key System will be used. (*Amended 5-22*)

**AFFILIATE KEYHOLDER:** Means an affiliate member of the Association or an affiliate member of another Realtor® association where Canopy MLS is the primary MLS, as defined in subsections (1) and (2) below.

(1) General Contractors and Inspectors (Home, Radon, Pest and Structural Engineers) qualify, provided annual proof of licensure and insurance is presented and, if applicable, proof that individual is an affiliate member, in good standing, of another Realtor® association.

(2) Photographers/Virtual Tour Developers: Individual must be an employee of a real estate firm. In addition, the MP of the office must make a formal request in writing.

Unlicensed assistants are not permitted to lease an Electronic Key.

### **Returned Lockboxes**

Lockboxes are sometimes returned to the Association by an individual who is not the owner of the lockbox. When this occurs, staff contacts the owner to let the owner know that the lockbox has been returned and is available for pick-up. The Association will hold these lockboxes for the owner for a maximum of three (3) months from the date of return. After that period of time, lockboxes that are not retrieved or sold back to the Association by the owner will be added back into inventory for resale.

### **Board of Director's "No-Show" Policy**

Members who make reservations to attend an Association/Canopy MLS-sponsored event but fail to attend that event will be charged a "no-show" fee. The no-show fee will total the amount of the per-person ticket value/cost for the event. To avoid paying a "no-show" fee, cancellations must be received by the Association before the cancellation deadline (cancellation deadlines will vary). See "Fee Schedule" below for no-show fees.

### **Resignation**

All members resigning from the Association or Canopy MLS must submit a completed resignation form to the Member Services Department. If the member is indebted to the association for any dues, fees, fines or other assessments, the Association may condition the right of the resigning member to reapply for membership upon payment in full of such monies owed.

If the resigning agent leases an Electronic Key, the key must be returned to the Member Services Department at the time of resignation. A refund will be issued to the agent equaling the initial deposit.

Should the resigning individual decide to re-affiliate with the Association after a period of time, payment of fees as outlined in the "Reinstatement to the Association/Canopy MLS" section will be required.

### **Reinstatement to the Association/Canopy MLS After Resignation**

#### **Realtor® Reinstatement**

If a Realtor® reinstates his or her membership within two years from the time of resignation, he or she will be required to complete the Realtor® Membership Application form and pay the applicable annual Realtor® dues, plus a reinstatement fee. The licensee will not need to attend Realtor® Orientation again.

If a licensee reinstates his or her Realtor® membership after two years of resignation, the licensee will need to apply as a new member. All initial application fees must be paid, along with applicable Realtor® dues. The licensee will be required to attend Realtor® Orientation.

#### **Subscriber Reinstatement to Canopy MLS**

Subscribers who resign from the MLS and re-subscribe to the Service within two years will be required to complete a Canopy MLS Subscriber Request form and pay a \$50 start-up fee for the Service, plus applicable quarterly fees. Canopy MLS Orientation will be waived.

If a licensee re-subscribes to the Service after two years, the licensee will be required to attend Canopy MLS Orientation in addition to paying the above stated fees.

**Note:** Individuals who continue to be Realtor® members of an association who no longer desires MLS service should apply for a waiver from the MLS and must qualify for that waiver before it will be granted. (See MLS Waiver section above.)

#### **Reinstatement of Firm to Canopy MLS**

If an MP resigns from MLS, becomes a Subscriber and then applies for reinstatement as an MP, the charges that follow will apply. For a period not to exceed one year from date of resignation as an MP, the applicant must pay an administrative fee as described in the fee schedule, plus pay the difference between MP and Subscriber quarterly fees. After one year, the applicant must pay the Initial Participation Fee to join MLS as a new MP.

#### Reinstatement of Member Participant to Canopy MLS

If an MP resigns from MLS and then applies for reinstatement in MLS, the charges that follow will apply. If the MP rejoins MLS from the date of resignation up to two (2) years, \$250 firm reactivation fee, \$50 reinstatement fee and current MLS fees will be collected. After two (2) years, the applicable initiation fee of \$600 and current MLS fees will be charged and the MP will be required to attend the mandatory orientation program. In all situations, new applications must be filed with the Association and Canopy MLS.

Please note: If a Member Participant or Subscriber resigns and wants to reinstate within two years, orientation will be required if Canopy MLS has launched a new MLS system during that time.

If the MP wishes to re-lease an Electronic Key, a new key agreement must be submitted and current leasing fees will be collected.

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## FEE SCHEDULE

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### Realtor® Dues

\$250 initiation fee (non-refundable)

***For initial dues, add a prorated portion of the annual Realtor® dues, which are as follows:***

Local – Association dues: \$150

State – NCR dues: \$185

Nat'l. – NAR dues: \$150

NAR Consumer Advertising Campaign: \$35 (not prorated)

Annual Realtor® dues for members: \$520

### MLS Start-Up Fee

\$600 for Member Participants (non-refundable)

\$250 for Subscribers (non-refundable)

### MLS Subscription Fees

\$75 per month for Member Participants

\$55 per month for Subscribers

Member Participants and Subscribers are invoiced for the monthly Subscription Fee on a quarterly basis and are due by the 1<sup>st</sup> business day of the applicable quarter. The total Subscription Fees may include the prorated amount for the current quarter, plus next quarter's fees paid in advance.

Transfer Fee

\$25

MLS Reconnect Fee

The following charges will apply to reconnect to the MLS, if payment is not received by the 15th day of the first month in the quarter. These charges are in addition to any handling fees for returned checks.

A. Member Participants

1. Reconnect within the quarter:
  - \$100 outstanding reconnect fee
  - Current quarterly MLS fees
2. Reconnect within the following quarter
  - All outstanding fees (i.e., reconnect fees and past due quarterly fees)
  - Current quarterly MLS fees
3. Reconnect in the third quarter after MLS deactivation for non-payment or any subsequent quarter thereafter within two years:
  - \$100 outstanding reconnect fee;
  - \$250 reactivation fee
  - Current quarterly MLS fees
4. Reconnect after two years
  - \$600 participation fee
  - Current quarterly MLS fees
  - MLS orientation

B. Subscribers: The Subscriber's Member Participant will be notified if payment has not been received.\*\*

1. Reconnect within the quarter:
  - \$50 outstanding reconnect fee
  - Current quarterly MLS fees
2. Reconnect in the following quarter:
  - All outstanding fees (i.e., reconnect fees and past due quarterly fees)
  - Current quarterly MLS fees
3. Reconnect in the third quarter after MLS deactivation for non- payment or any subsequent quarter thereafter within two years
  - \$50 outstanding reconnect fee;
  - Current quarterly MLS fees
4. Reconnect after two years



- \$250 initiation fee
- Current quarterly MLS fees
- MLS orientation

C. Assistants:

1. Reconnect within the quarter
  - Current quarterly MLS fees
2. Reconnect in the following quarter or any subsequent quarter within two years:
  - \$25 reconnect fee
  - Current quarterly MLS fees
3. Reconnect after two years:
  - \$25 initiation fee
  - Current quarterly MLS fees
  - MLS orientation

D. Electronic Key Services: Key services will be inactivated for both Member Participants and Subscribers at the same time the MLS service is inactivated for non-payment of quarterly fees.

\*\*The Member Participant is ultimately responsible for ensuring that payment in full for the Subscriber, including the reconnect fee, is received by the last day of the first month in the quarter. If payment is not received, the firm's MLS service will be inactivated.

Reinstatement of firm to MLS

Out for less than one year working as a Subscriber  
 \$75 administrative fee, plus payment of the difference between Member Participant and Subscriber monthly Subscription Fees

Out for more than one year working as a Subscriber  
 The Initial Participation fee will be charged to join MLS as a new Member Participant

Reinstatement of Member Participant to MLS

Applies to resigned Member Participant

Out for less than two years  
 Member Participant shall pay a \$50 reinstatement, a \$250 firm reactivation fee, and current quarterly MLS fees.

Out for more than two years  
 A \$600 participation fee, plus current quarterly MLS.

No-Show Fees

- Canopy Housing Foundation events - \$15
- Realtor® Hot Topics - \$15
- Computer Training classes - \$15
- Other Realtor® events – price varies depending on the event

**SUPRA EKEY AND LOCKBOX FEE SCHEDULE**

Fees

1) New Keyholders shall pay Key Issuance Fees for eKeys) and System Services as set forth below. (Annual System Fee is prorated on a quarterly basis.)

- Activation Fee \$50
- Annual System Fee \$120

2) The quarterly Supra System Fee is invoiced each quarter along with the MLS fee. Payments not received by the due date will be subject to penalties as set forth below \*.

- Annual System Fee \$120  
*(Billed on a quarterly basis)*

*\* Keyholders who fail to meet the payment deadline will be inactivated until payment is made.*

Product Replacement Cost

1) If any Leased, Subleased, or Purchased Product is lost, stolen, or damaged by Keyholder and must be replaced during the Term, Keyholder should be prepared to pay the following replacement fees:

- iBox \$120

2) If any previously lost product is recovered, Keyholder must return, to the Member Services Department, the replacement product they were given. Upon return of replacement product, Keyholder may expect to receive a partial refund.

Keyholder Default

Keyholders found in violation or default of the Keyholder Lease Agreement and/or Canopy MLS Rules and Regulations are subject to the fines as set forth in the “Canopy MLS Rules and Regulations,” Section 9.