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**BLC® Listing Service
Policy Manual**

MIBOR Service Corporation

The MIBOR Service Corporation, with the assistance and cooperation of the MIBOR REALTOR® Association (collectively referred to throughout this Manual as “MIBOR”) is responsible for ensuring BLC® Listing Service information and data available to its Members and their clients is complete, accurate, reliable and trustworthy. MIBOR is responsible for enforcement of its Rules & Regulations, Business Rules, and the policies set forth in this BLC® Listing Service Policy Manual. MIBOR endeavors to ensure any discipline or sanctions imposed for the violation of its rules and regulations is issued in a fair manner. The purpose of this Manual is to provide the supplemental policies and procedures for the enforcement of the BLC® Listing Service Rules and Regulations and Policies. Enforcement of the BLC® Listing Service Policy Manual, as amended from time to time, shall be conducted as provided in this Manual.

**MIBOR Service Corporation
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Table of Contents

BLC Compliance Policy

Reporting Violations.....	5
Requesting Waivers and Appealing Fines.....	7
Support Staff Authorization to Change Listings.....	7

Compliance Policy Procedural Manual

Part One – General Provisions and Definitions	9
Section 1.1: General Provisions	9
Section 1.2: Definitions	10
Part Two – Issuance and Notice of Violation	11
Section 2.1: Reporting Violations	12
Section 2.2: Issuing a Violation	12
Part Three – Request for Waiver	14
Section 3.1: Requesting a Waiver	14
Section 3.2: Decision of Admin Panel	15
Part Four – The Hearing	16
Section 4.1: Requesting a Hearing	16
Section 4.2: Scheduling Hearing; Continuances	17
Section 4.3: Right to Counsel or REALTOR® Advocate	17
Section 4.4: Qualification of Hearing Panel	18
Section 4.5: The Hearing	19
Section 4.6: Decision of the Hearing Panel	20
Part Five – Procedural Review	22
Section 5.1: Requesting a Procedural Review	22
Section 5.2: Qualification of Directors	22
Section 5.3: The Procedural Review Hearing	22
Part Six – Noncompliance	25
Section 6.1: Suspension of BLC® Listing Service Access	25

Section 6.2: Failure to Correct Violation	25
Appendices	27
App. One: Forms	27
MIBOR BLC Billing Policy (for approval at the June MSC BOD).....	28
Section 1 - MSC TECHNOLOGY FEES.....	28
Section 2 - BILLING PROCESS / DELINQUENT ACCOUNTS.....	28
Section 3 - WRITTEN APPEALS.....	29
Section 4 - MEMBERSHIP REINSTATEMENT AND FEE.....	29
Section 5 - INTENTIONALLY OMITTED.....	-
Section 6 - REFUND OF ANNUAL OR SEMI-ANNUAL TECHNOOGY FEES.....	30
Section 7 - NSF CHECK POLICY.....	30
Section 8 - NOTIFICATION OF NEW SALESPERSON AFFILIATION.....	30
Section 9 - BLC APPLICATION FEES.....	30

BLC® Compliance Policy

Reporting Violations. Violations of rules, regulations, and policies governing the use of the BLC® Listing Service may be reported to BLC® Listing Service support staff via email, helpdesk, fax, or by utilizing the “Report an Error” link in the Details view of the BLC® Listing Service. BLC® Listing Service Data Checker also monitors listings and searches for violations. The BLC® Listing Service Data Checker and/or BLC Listing Service support staff will notify the listing agent and listing broker via email and/or telephone when a listing violation is identified. The notification date shall be the date said notice is issued.

Repeat Violations. Listing agents receiving three (3) fines in a 12-month period will be required to attend an educational session on the rules, regulations and policies of the BLC® Listing Service within 90 days of being notified of the requirement to do so.

\$100 – (Level One) Violations of “Complete and Accurate Data” Rules

A Level One Violation shall be defined as a violation of BLC® Listing Service Rules and Regulations - Section 1.2 - Detail on Listings Filed with the Service, which requires a listing agreement or property data form, when filed with the BLC® Listing Service by the listing broker, shall be complete and accurate in every ascertainable detail.

ALL Level One Violations for incomplete or inaccurate information must be corrected **within two (2) full business days, after notification** to avoid issuance of a fine.

\$250 – (Level Two) Violations of “Status Changes/Agreement Date Changes” Rules and “Showing Rules”

Level Two Violations carry an increased fine amount to reflect the result of, or impact caused by, such a violation cannot be corrected or undone.

Status Changes/Agreement Date Changes:

Providing timely updates to the status of each listing in the BLC® Listing Service is imperative “to present a true picture in advertising, marketing, and other representations.” (Article 12 National Association of REALTORS® Code of Ethics).

Level Two Violations shall include the failure to ensure all contractual updates to a listing (including accepted offers, status changes, price changes, etc.) are represented in the BLC® Listing Service within two (2) full business days of the effective date.

To avoid issuance of a fine all listings must be entered in the BLC® Listing Service **within two (2) full business days** of the beginning date of a listing contract signed by seller(s);

the listing and expiration dates entered in the BLC Listing Service must accurately reflect dates on the listing contract or any extensions, renewals, or amendments thereto; and changes to the status of a listing must be made in the BLC® Listing Service **within two (2) full business days following acceptance of a purchase agreement or execution of other documents that impact contract and/or listing status**. See also status dates and definitions in the BLC® Business Rules.

Showing Rules:

Level Two Violations also include the failure to comply with the Showing Rules established in the BLC® Listing Service Rules and Regulations – Section 1.

“Showings” include either of the following 1) Physical, on site viewing of the listed property by potential buyers with a cooperating broker; or 2) virtual showing (which could mean live or pre-recorded video of listed property), during which the listing broker or agent is available to answer any questions that a cooperating broker may have about the property”.

Listed properties must be equally available to ALL for showings. To avoid issuance of a fine, Listing Agents shall not show a listed property, which is not available for showings by other BLC Subscribers and Participants, (applicable statuses include: “Temporarily Off Market (TOM)”, “Active – No Showings Until”, and “Withdrawn”). Violation of this showing rule would be a Listing Agent allowing a property to be shown, which is not available for showings by other Participants and Subscribers. (Note: Does not apply to Office Exclusive Listings.)

\$500 – (Level Three) Violations of “Exempt Listing” Rules

Level Three Violations carry an increased fine amount to reflect the result of, or impact caused by, such a violation cannot be corrected or undone.

Level Three Violations shall include violations of BLC® Listing Service Rules and Regulations - Section 1.3 - Office Exclusive Listings, which provides: If the seller refuses to permit the listing to be disseminated by the BLC® Listing Service, the listing broker may then take the listing ("office exclusive") and such listing shall be filed with the BLC® Listing Service but not disseminated. Filing of the listing, accompanied by a copy of the Office Exclusive Listing Disclosure Certification form signed by the listing agent, listing broker and seller, must be completed **within two (2) full business days** of the listing date. Failure to file the Office Exclusive Listing Disclosure Certification form within the required time frame will result in automatic issuance of the fine.

For the purposes of an Office Exclusive Listing an “office” is considered the collective brokerage(s) under the supervision of a particular Designated REALTOR®/Participant.

Additionally, Level Three Violations shall also include violations of BLC® Listing Service Rules and Regulations - Section 1.01 (Clear Cooperation Policy). Violations of the Clear Cooperation Policy shall be subject to the enhanced fine schedule provided below.

Office Exclusive Listings may not be publicly advertised. Within (1) day of marketing the property to the public, the listing broker must submit the listing to the MIBOR BLC. Failure to do so is a Level Three Violation, subject to the following fine schedule:

1st Offense: \$500 - Waiver of fine upon completion of BLC Rules Education Module within 20 days of fine issuance.

2nd Offense: \$500 per day from the day of public advertisement, not to exceed 1% of list price the day of the offense.

\$1000 – (Level Four) Violation of “Sharing BLC® Password/Unauthorized Access” Rules

The BLC® Listing Service is a subscription-based service requiring each member to have a unique set of credentials (Login ID and Password) to gain access. Limiting BLC® Listing Service access to members is essential to protect the integrity of information and the investment members have in the service.

It shall be a Level Four Violation to share login credentials or enable unauthorized access to, or use of, information in the BLC® Listing Service. This is considered a serious violation and will result in automatic issuance of a Level Four fine, which may be in addition to the MIBOR Service Corporation’s right initiate legal action seeking any remedies available to it, at law or in equity, to preserve and protect the integrity of the BLC® Listing Service.

Requesting Waivers and Appealing Fines

Members shall be provided with the right to request waivers of fines and request a hearing if such a waiver request is denied. The **Compliance Policy Hearing Procedural Manual (the “Manual”)**, as adopted by the MIBOR Service Corporation, and as amended from time to time, and which is incorporated by reference, provides for these rights and the procedures to be followed.

BLC® Listing Service Support Staff Authorization to Change Listings

BLC® Listing Service support staff may not revise listing data without written approval of the listing agent or listing broker, and then, only in the specific circumstances provided below and upon receipt of any necessary or applicable documentation requested by staff. Members

needing assistance adding a listing or revising an existing listing should contact BLC® Listing Service support for assistance.

BLC® Listing Service support may revise listing data, with the written approval of the listing agent or listing broker, in the following instances:

Correction of Price. BLC® Listing Service support staff will correct the “original list price” if the list price was entered erroneously when the listing was initially added to the system. List price corrections may only be processed by staff within five (5) business days of the listing date.

Correction of Listing Status. BLC® Listing Service support staff will change the status of a listing due to an entry error. Additionally, if a listing is placed temporarily off market and reactivated, the status will be changed to “new” in accordance with this section. The status change to “new” will only be made within five (5) business days of the listing activation date.

Correction of Expiration Date. BLC® Listing Service support staff will change the expiration date of a listing due to an entry error when the error causes the listing to be inaccessible to the listing agent. A change form signed by the listing agent or listing broker requesting the change will be required prior to correction.

Staff Transfer of Listings. BLC® Listing Service support staff will transfer listings from one agent to another in the same company or from one branch to another within the same firm. Listings moved from one company/firm to another must be withdrawn by the former office and re-listed at the new office.

Staff Input of New Listings/Changes & Upload of Photos/Virtual Tours. BLC® Listing Service support staff may provide member instructions for adding/updating a listing or uploading photos/virtual tours but are not authorized to do so on behalf of a member.

Deletion of Listings. BLC® Listing Service support staff will not delete or erase a listing and its history from the BLC® Listing Service system under any circumstance other than the removal of an accidental duplication or re-list occurring within five (5) business days of the original listing input. Requests for deletion must be submitted in writing by either the listing agent and listing broker, or the listing broker.

Other Circumstances. Other revisions of listing data may be requested, in writing, in extraordinary circumstances. BLC® Listing Service support staff shall only make the requested change with the approval of the MSC President.

Compliance Policy Hearing Procedural Manual

Part One – General Provisions and Definitions

Section 1.1: General Provisions.

(a). This Manual may be revised and amended from time to time by the MIBOR Service Corporation. The current, up-to-date version of this Manual shall be published on the MIBOR REALTOR® Association website and/or within the BLC® Listing Service. Unless otherwise indicated, any revisions or amendments to this Manual are effective upon adoption.

(b). In the event that any terms or provisions regarding enforcement procedures or appeal rights contained within this Manual or the BLC® Listing Service Compliance Policy contradict with any provisions in the BLC® Listing Service Rules and Regulations or the BLC® Field Guide, the terms or provisions of this Manual and the BLC® Listing Service Compliance Policy shall control.

(c). This Manual has been developed and adopted to ensure all compliance and enforcement procedures are fair to all parties and to ensure the integrity of the data contained within the BLC® Listing Service is reliable and in compliance with the rules and regulations of the BLC® Listing Service.

(d). Forms contained in any appendix to this Manual are provided for reference and information only. Staff is delegated the authority to modify any forms provided herein so long as any such modification otherwise complies with provisions of the Compliance Policy and this Manual.

(e). Any notice or communication to a Member required under this Manual shall be sent to the Member via E-mail, at the primary E-mail address the Member has provided to MIBOR for receipt of communications and/or billing. It is the Member's obligation to keep their E-mail address on file with MIBOR current. E-mail notifications sent to the E-mail address on file shall be considered served on the day the E-mail is sent.

(g). Unless otherwise specified as "business days", any computation of deadlines shall include all calendar days.

(h). Because MIBOR accepts filings and submissions via E-mail, deadlines to file or submit any document or form which fall on a day when MIBOR is not open for business are still due on that day unless otherwise agreed. In the event a deadline to receive a payment falls on a day when MIBOR is not open for business, the deadline will be extended until the close of business on the first day MIBOR is open for business following the deadline.

(i). Nothing in the Compliance Policy or this Manual shall be construed to limit either MSC or the Association's rights or ability to utilize otherwise permissible means to enforce their respective bylaws, rules, regulations, and policies, or to enforce any legal rights in a court of law.

(j). No fine or sanction imposed under the Compliance Policy will be due to MIBOR until the decision is deemed final.

Section 1.2: Definitions.

(a). “Association” shall refer to MIBOR REALTOR® Association, Inc.

(b). “Board of Directors” or “Directors” shall mean the board of directors of the MIBOR Service Corporation.

(c). “Compliance Policy” shall mean the current version of the BLC® Listing Service Compliance Policy, as amended from time to time.

(d). “Data Checker” shall mean the MIBOR BLC® Listing Service Data Checker.

(e). “Due process” shall mean nothing more or less than the right to a full and fair hearing before an impartial tribunal with full and complete knowledge of the charges made and with adequate opportunity to prepare a defense/case.

(f). “Level One Violation” shall mean a violation issued under the Compliance Policy which is designated as “Level One.”

(g). “Level Two Violation” shall mean a violation issued under the Compliance Policy which is designated as “Level Two.”

(h). “Level Three Violation” shall mean a violation issued under the Compliance Policy which is designated as “Level Three.”

(i). “Level Four Violation” shall mean a violation issued under the Compliance Policy which is designated as “Level Four.”

(j). “Manual” shall refer to this BLC® Listing Service Compliance Policy Procedural Manual.

(k). “Member” shall mean all Subscribers and Participants who have paid current required dues and fees.

(l). “MIBOR” shall mean the MIBOR Service Corporation, working with the assistance and cooperation of MIBOR REALTOR® Association, Inc.

(m). “MSC” shall refer to MIBOR Service Corporation.

(n). “Participant” shall mean a principal, partner, corporate officer, or branch office manager acting on behalf of a principal who is a member of MIBOR BLC as defined in **Article 5 Section 1** of the MIBOR Service Corporation Bylaws, as amended from time to time.

(o). “Petitioner” shall mean the Member who has requested a waiver, hearing or procedural review under the Compliance Policy and this Manual.

(p). “REALTOR® Advocate” shall mean a REALTOR® in good standing with the Association and MSC (or another local REALTOR® Association and MLS) designated by a Member to represent them at a hearing.

(q). “Staff” shall refer to MIBOR employee(s) designated for enforcement and coordination of the Compliance Policy. MIBOR shall endeavor to ensure that different employees shall be designated for the discovery/issuance of violations and for overseeing and coordinating all other procedures provided for in this Manual.

(r). “Subscriber” shall mean non-Participant users of the BLC® including non-managing brokers, sales associates, and licensed and certified appraisers affiliated with Participants. Subscribers also include affiliated unlicensed administrative and clerical staff, personal assistants, and individuals seeking licensure or certification as real estate appraisers who are under the direct supervision of a Participant or the Participant’s licensed designee. As defined in **Article 5 Section 4** of the MIBOR Service Corporation Bylaws, as amended from time to time.

(s). “Website” shall mean the MIBOR website designated for BLC® Listing Service rules and compliance matters, currently available at: <http://www.mibor.com/blcgovernance>, subject to change from time to time.

(t). Any other term not defined shall, whenever possible, take on the meaning provided in the Compliance Policy, the BLC® Listing Service Rules and Regulations, and/or the MSC Bylaws.

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Part Two – Issuance and Notice of Violation

Section 2.1: Reporting Violations.

(a). Violations of rules, regulations, and policies governing the use of the BLC[®] Listing Service may be reported to Staff via email, helpdesk, fax, or by utilizing the “Report an Error” link in the details view of the BLC[®] Listing Service. Reported violations shall be reviewed by designated Staff to determine if sufficient evidence has been submitted to support a violation. Once a violation has been reported to Staff, the reporting Member shall not be entitled to any further information regarding the alleged violation, including any information as to the decision to issue a violation or any other findings or determinations made under the Compliance Policy or this Manual.

(b). MIBOR monitors listings and searches for violations. Potential violations discovered by MIBOR are presumed to be accurate and reliable, however designated Staff will confirm each discovered violation prior to any further action under the Compliance Policy.

Section 2.2: Issuing a Violation.

(a). If Staff determines that cause exists to issue a Level One Violation, Staff shall issue a Notice of Correction which:

- (1). Notifies the Member of the violation;
- (2). Advises that the violation must be corrected within the time provided under the Compliance Policy; and
- (3). Advises the Member that the failure to timely correct the violation will result in the issuance of a fine.

(b). If Staff determines cause exists to issue a (i) Level Two Violation, Level Three Violation or Level Four Violation or (ii) a Level One Violation which was not timely corrected pursuant to Section 2.2(a) Staff shall:

- (1). Calculate the fine amount pursuant to the Compliance Policy;
- (2). Assign the violation a unique identification number;
- (3). Issue a Notice of Violation (*see Form BLC-01*);
- (4). Assess the fined amount to the Member’s billing account;
- (5). Clearly identify any actions necessary to cure the violation (if possible); and
- (6). Provide Member with a notice of rights to request a waiver.

(c). The Notice of Violation shall be sent to the Member via E-mail (as provided in Section 1.1(e)), and shall:

(1). Contain the details of the violation, the level of the violation under the Compliance Policy, the amount of the fine, any curative actions required and the due date for compliance, and the due date for payment of the fine if a waiver is not requested;

(2). Advise the Member of their right to request a waiver of the fine within twenty (20) days of the Violation Issue Date; and

(3). Provide a Waiver Request form (*see Form BLC-02*) and any other information regarding the procedures for waiver requests.

(d). The “Violation Issue Date” shall be the date on the Notice of Violation.

(e). If the Member does not file a Waiver Request pursuant to Part 3 of this Manual within the time provided, the violation and the fine shall be deemed final. Payments and due date of the fined amount shall be in accordance with the current billing policy, unless otherwise provided. Under no circumstance shall a fine be due less than 30 days from Violation Issue Date.

(f). Regardless of whether the Member submits a Waiver Request, any curative action identified in the Notice of Violation is required to be taken within the time specified. Failure to comply with this requirement may result in the waiver of rights, removal of the offending listing and/or the suspension of the Member’s access to the BLC® Listing Service as provided in Section 6.2.

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Part Three – Request for Waiver

Section 3.1: Requesting a Waiver

(a). A Member issued a Notice of Violation may request, in writing, that the fine be waived (“Waiver Request”). The Waiver Request, together with any additional documentation the Member wishes to submit must be received by MIBOR within twenty (20) days of the Violation Issue Date. Requests may be submitted by email or US Post.

(b). Waiver Requests will be considered by the Administrative Review Panel (the “Admin Panel”). The Admin Panel shall consist of at least three (3) Members appointed by MSC Chairman of the Board. At least 2 members must review each request, in the case of a tie the President of the MSC will be the tie breaker. The Admin Panel shall consider all timely-filed Waiver Requests. To the extent reasonably possible, all information that may identify the Petitioner will be redacted from the request.

(c). The Admin Panel will review all Waiver Requests within ten (10) days of receipt unless Staff notifies the Petitioner otherwise.

(d). In addition to the Petitioner’s completed Waiver Request and all supporting documentation, the Admin Panel may be advised of, and consider, information regarding Petitioner’s prior violations under the Compliance Policy (and any waivers thereof) finalized within the last three (3) calendar years.

(e). The Admin Panel may grant a waiver of a fine only if it is satisfied that the Petitioner has shown the existence of good cause for such a waiver. The following circumstances *may* constitute good cause; however, this list is provided for informational purposes only:

- (1). No violation occurred and the issuance of a violation was erroneous;
- (2). The violation was the result of emergency circumstances which made compliance with the rules impossible or highly impractical.
- (3). Excusable mistake, not including ordinary neglect or failure to keep office procedures compliant with changes in BLC® Listing Service rules, regulations and policies; and/or
- (4). The imposition of the fine creates an undue financial hardship.

This list is not exhaustive nor does the existence of any of these circumstances require the Admin Panel to grant a waiver. The Admin Panel has full discretion to determine whether a waiver is warranted or not.

(f). The Petitioner requesting a waiver should clearly indicate the grounds or basis upon which they are requesting that a waiver be issued.

Section 3.2: Decision of the Admin Panel

(a). The decision of the Admin Panel shall be sent to the Petitioner via E-mail (as provided in Section 1.1(e)), and, if the Waiver Request is not granted, the decision shall:

- (1). State the determination of the Admin Panel;
- (2). Advise the Petitioner of their right to request a hearing within twenty (20) days of the date the Waiver Denial Issue Date; and
- (3). Provide a Hearing Request form (*see Form BLC-03*) and any other information regarding the procedures for hearing requests, including the Outline of Procedure (*see Form BLC-04*).

(b). The “Waiver Denial Issue Date” shall be the date the Decision of the Hearing panel is sent to the Petitioner.

(c). If the Petitioner does not request a hearing within twenty (20) days, the decision of the Admin Panel shall be deemed final. Payment of the fined amount shall be due thirty (30) days after the Waiver Denial Issue Date and in accordance with the current billing policy

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Part Four – The Hearing

Section 4.1: Requesting a Hearing

(a). A Petitioner who has filed a Waiver Request which was not granted in full may request an in-person hearing by submitting a fully-completed Hearing Request Form (*see Form BLC-03*), together with a filing fee in the amount of \$50.00, within twenty (20) days of the Waiver Denial Issue Date. The Hearing Request will not be considered “filed” until the completed form *and* the filing fee are both received by MIBOR.

(b). Requesting a waiver is a prerequisite for requesting a hearing. A Petitioner may request a hearing only after they have received notice that the Admin Panel denied their Waiver Request.

(c). The filing fee will be refunded to the Petitioner if the Hearing Panel waives the fine.

(d). Hearing Requests will be considered by a hearing panel as provided herein (the “Hearing Panel”). The Hearing Panel shall consist of at least three and no more than seven members, selected from the Association’s Professional Standards Committee, who have received BLC® Compliance Policy training. No individual affiliated with the office or firm of the Petitioner may serve on the Hearing Panel.

(e). The Hearing Panel Chair will be selected from the panel itself.

(f). Upon the timely filing of a Hearing Request, Staff shall send the Petitioner, via E-mail (as provided in Section 1.1(e)), an Acknowledgment of Hearing Request (*See Form BLC-05*), which shall include:

- (1). Instructions as to how to submit additional information and evidence;
- (2). Outline of Procedure (*see Form BLC-04*);
- (3). A list of potential Hearing Panel members; and
- (4). Notice of Right to Challenge and Challenge Explanation Form (*see Form BLC-06*).

(g). The Petitioner must sign and return a copy of the Outline of Procedure and any Challenge to Hearing Panel members within 5 days of receipt. Failure to timely submit these documents will be deemed as a waiver of any objections to the procedures and shall serve as the Petitioner’s consent to all hearing panel members.

(h). For any hearing requested by a Subscriber where that Subscriber’s Participant was not issued a violation, the Participant has the right to be present during the proceeding without providing notice or may be required by the Hearing Panel to attend the hearing. The

Participant may make opening and closing statements on behalf of the Subscriber-Petitioner, examine and cross-examine parties, introduce affidavits, documents and other admissible relevant evidence, consult with or testify on behalf of the Subscriber-Petitioner, and respond directly to questions from the Hearing Panel. The Participant is entitled to receive a copy of any document filed by or sent to the Subscriber-Petitioner in this case.

Section 4.2: Scheduling Hearing; Continuances

(a). Hearings will be conducted on an as needed basis dependent upon any factors including the ability to convene the Hearing Panel. Staff will schedule the hearing and provide notice of the time and location within ten (10) days of the complete filing of the Hearing Request. The hearing shall be set for a date and time no more than sixty (60) days from the filing of the Hearing Request, unless such a setting is impractical. In such a case, the hearing shall be set for a date and time certain as soon as is practical.

(b). Petitioners may submit input on their availability and scheduling preferences with their Hearing Request. Effort will be afforded to comply with Petitioner's reasonable requests and preferences, however MIBOR cannot make any guarantee or assurances that such requests and preferences will be accommodated.

(c). Continuances of any hearings may be granted by the Hearing Panel Chair if there are extenuating circumstances. Requests for continuances from Petitioners must be submitted in writing. Petitioners' requests for continuances shall only be granted when the hearing is contemporaneously reset for a date certain, or where the Hearing Panel Chair determines that denying the continuance would deny the Petitioner a fair hearing.

Section 4.3: Right to Counsel or REALTOR® Advocate

(a). A Petitioner may be represented in any hearing by legal counsel or by a REALTOR® Advocate of their choosing (or both). The use of term "counsel" in this section shall refer to both legal counsel and REALTOR® Advocates.

(b). If a Petitioner intends to be represented by counsel at the hearing, the Petitioner must submit the name of their counsel on the Notice of Counsel form (*see Form BLC-07*), which must be submitted to Staff at least ten (10) days prior to the scheduled hearing date.

(c). The Hearing Panel need not accept the statements of counsel as being the statements of the Petitioner if the Hearing Panel desires direct testimony. No Member may refuse to directly respond to requests for information or questions addressed to them by members of the Hearing Panel, except on grounds of self-incrimination, or on other grounds deemed by the Hearing Panel Chair to be appropriate.

(d). The role of counsel includes the making of opening and closing statements on behalf of the Petitioner represented, examining and cross-examining parties, and introducing affidavits, documents and other admissible relevant evidence, but does not include testifying as a witness. REALTORS® providing such representation are cautioned to avoid the unauthorized practice of law.

(e). Petitioner shall be held responsible for the conduct of their counsel. Any effort by counsel to harass, intimidate, coerce, or confuse the Hearing Panel, or any person present for the proceedings, or any action by counsel which is viewed as disruptive of the proceedings, shall be grounds for exclusion of the counsel.

(f). The decision to exclude counsel for any of the foregoing reasons shall be the result of a majority vote of the members of the Hearing Panel and shall not be subject to appeal. In the event counsel is excluded, the hearing shall be postponed to a date certain, no less than fifteen (15) nor more than thirty (30) days from the adjournment to enable the Petitioner to obtain alternate representation. Provided, however, that such postponement shall not be authorized if it appears to members of the Hearing Panel that the action of counsel has been undertaken to obtain a postponement or to otherwise delay the hearing.

Section 4.4: Qualification of Hearing Panel

(a). Any potential member of a Hearing Panel shall be disqualified from hearing any case where the panelist:

- (1). Is related by blood or marriage to the Petitioner;
- (2). Is an employer, partner, employee, or in any way associated in business with the Petitioner;
- (3). Is a party to the hearing, or a party or witness in any other pending case involving any party to this hearing;
- (4). Has a known conflict of interest;
- (5). Has had previous dealings with any party named which would affect the panelist's ability to render an impartial decision;
- (6). Has had previous discussions with any party regarding the case; and/or
- (7). Knows of any reason acceptable to the Hearing Panel that may prevent him/her from rendering an impartial decision.

(b). Prior to serving as a member of the Hearing Panel, each panelist shall execute a document stating that none of the foregoing reasons for disqualification exist.

(c). The Petitioner shall be provided with a list of potential Hearing Panel members and the Notice of Right to Challenge and Challenge Explanation Form (*see Form BLC-06*). The Petitioner shall have the right to challenge the qualification of any potential panelists, for cause only, by completing the form and returning it to MIBOR within five (5) days of receipt. Failure to timely submit these documents will be deemed as a waiver of any objections to the procedures and shall serve as the Petitioner's consent to all hearing panel members.

Section 4.5: The Hearing

(a). The issue to be determined at a hearing is whether the imposition of the violation and/or sanction should be reversed. A violation and/or sanction may be reversed if a majority of the Hearing Panel determines that good cause exists, as provided in Section 3.1€.

(b). Prior to the hearing, the Hearing Panel will be provided with a copy of the Petitioner's Hearing Request, written narrative, submitted evidence and any other documents submitted by, or sent to, the Petitioner pertaining to the violation. This will be the Hearing Packet.

(c). Attendance at the hearing is limited to the Petitioner and the Petitioner's counsel/advocate, the Hearing Panel members, MIBOR Staff and/or counsel. If the Petitioner is a Subscriber, the Petitioner's Participant may attend as well, pursuant to Section 4.1(h).

(d). MIBOR shall record the hearing and the recording may only be used for the purposes of procedural review or rehearing. Any other uses, including use in other hearings, is expressly prohibited. The Petitioner has the right to obtain a copy of MIBOR's recording for appropriate purposes and subject to payment of MIBOR's duplication costs. MIBOR may require a requesting Petitioner to execute an acknowledgement of the limitations of use of any recording prior to providing a copy of the recording to the Petitioner. Unauthorized disclosure of a hearing recording shall constitute a violation of the Association's membership duties and may subject the Petitioner to additional discipline. If a Petitioner purchases a copy of MIBOR's official recording and subsequently has it transcribed at his/her own expense, the Petitioner must provide a copy of the transcript to MIBOR at no cost.

(e). The hearing will be conducted in accordance with the Outline of Procedure (*see Form BLC-04*), but will generally be conducted as follows:

- (1). Opening statements by Hearing Panel Chair and reading of the violation into the record;
- (2). Petitioner will be given a chance to present evidence and testimony and (if the Petitioner is a Subscriber) the Petitioner's Participant, if present will be given the chance to testify;

- (3). The Hearing Panel may question the parties;
- (4). The Petitioner may summarize the case and/or provide a closing statement; and
- (5). Closing statements by the Hearing Panel Chair.

(f). Hearing scripts are available as a reference and informational purposes only. (*See Form BLC-08 and BLC-09*). The Hearing Panel Chair is not restricted to follow a form script and deviation therefrom shall not constitute a procedural deficiency.

(g). The hearing will not be governed by the rules of evidence applicable in courts of law but shall afford the Petitioner a full opportunity to be heard and offer evidence, subject to the Hearing Panel Chair's judgment as to relevance.

(h). At the conclusion of the hearing, the Hearing Panel will meet in executive session to render its decision.

Section 4.6: Decision of the Hearing Panel

(a). The decision of the Hearing Panel shall be by a simple majority vote. The Hearing Panel Chair may vote to break, or create, a tie.

(b). The Hearing Panel may uphold or reverse the imposition of the violation and sanction. In addition to its right to uphold or reverse the imposition of the violation and sanction, the Hearing Panel may modify the imposed fine by either extending the deadline for payment of the imposed fine or by permitting the Petitioner to attend an approved educational course in lieu of payment of the fine.

(c). The decision of the Hearing Panel shall be reduced to writing and shall include the Panel's findings of fact, conclusions and discipline imposed, if any. (*See Form BLC-11*). The decision shall include a clear, concise and objective recitation of the specific facts upon which the Hearing Panel based its conclusion(s). The Hearing Panel may delegate authority to draft and sign the written decision to a member of Staff, such as the CEO, if the Hearing Panel is confident of the Staff member's understanding of the Hearing Panel's decision and rationale.

(d). The decision shall also provide a statement advising the Petitioner of his/her right to request a procedural review pursuant to Part 5 of this Hearing Procedural Manual.

(e). The decision shall be served via E-mail (as provided in Section 1.1(e)) within ten (10) days of the Hearing Panel's rendering of its decision, except that reasonable delay shall not invalidate the decision or any fine/sanction imposed.

(f). Except as otherwise provided in this Manual, the decision shall not be disclosed in any other proceeding under the Compliance Policy, any Professional Standards (ethics or

arbitration) proceedings, or to any persons except the Hearing Panel members, the Directors, the Petitioner, the Petitioner's Participant, MIBOR legal counsel, and MIBOR staff. However, failure of confidentiality by MIBOR shall not invalidate the decision or any fine/sanction imposed.

(g). To avoid any appearance of bias, Hearing Panels shall make no referrals of ethical concerns to the MIBOR Grievance Committee. However, this limitation shall not be construed to prevent the Hearing Panel, Staff, or MIBOR legal counsel from referring serious concerns which may implicate the legal rights of, or require legal action by, MSC or the Association to the board(s) of directors of MSC and/or the Association.

(h). Unless a procedural review is timely requested pursuant to Part 5 of this Manual, the decision of the Hearing Panel shall be final.

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Part Five – Procedural Review

Section 5.1: Requesting a Procedural Review

(a). Unless the Hearing Panel reverses the imposition of the violation and fine, a Petitioner may request a procedural review by the Directors by submitting a fully completed Procedural Review Request Form (*see Form BLC-12*), within twenty (20) days of the date the Hearing Panel’s decision was sent. The Procedural Review Request will not be considered “filed” until the completed form is received by Staff.

(b). The Petitioner may request a procedural review hearing based only on alleged procedural deficiencies or other lack of procedural due process that may have deprived him/her of the opportunity for a full and fair hearing. A procedural review is not an opportunity to relitigate the decision of the Admin Panel and/or the Hearing Panel.

(c). When submitting a Procedural Review Request, the Petitioner shall set forth in reasonable detail the alleged procedural deficiencies or other irregularities the Petitioner believes constitute a deprivation of due process (e.g., fraud, coercion, bias, prejudice, evident partiality, etc.) on the part of the Hearing Panel members or others acting on behalf of MIBOR.

(d). The Procedural Review Request shall be reviewed by the MSC President within ten (10) days of filing only for the purpose of determining whether the request states a legitimate basis for consideration by the Directors. If determined to be deficient, it shall be returned to the Petitioner accompanied by an explanation and a request for additional detail to be submitted to MIBOR within ten (10) days. This initial administrative review is not a decision on the merits of the Procedural Review Request, but is intended only to ensure compliance with the requirement that the request sufficiently cite the alleged procedural deficiency or irregularity on which the request is based and which will be presented to the Directors for consideration.

(e). All timely-filed Procedural Review Requests, whether supplemented or not, shall be considered by the Directors and only on the bases raised in the written Procedural Review Request may be raised during the review before the Directors.

(f). Staff shall notify Petitioner of the date, time and location of the Procedural Review hearing no less than ten (10) days before the scheduled hearing.

Section 5.2: Qualification of Directors

(a). Procedural review hearings shall be heard by the MSC Board of Directors. However, any Director shall be disqualified from hearing any case where the Director:

- (1). Is related by blood or marriage to the Petitioner;

- (2). Is an employer, partner, employee, or in any way associated in business with the Petitioner;
- (3.) Is a party to the hearing, or a party or witness in any other pending case involving any party to this hearing;
- (4). Has a known conflict of interest;
- (5). Has had previous dealings with any party named which would affect the panelist's ability to render an impartial decision;
- (6). Has had previous discussions with any party regarding the case; and/or
- (7). Knows of any reason acceptable to the rest of the Directors that may prevent him/her from rendering an impartial decision.

(b). Prior to hearing the matter, each Director shall execute a document stating that none of the foregoing reasons for disqualification exist.

(c). The names of the Directors are publicly accessible and are available upon request in the event the Petitioner cannot access the list. No further notice of the names of the Directors shall be required. Petitioner may challenge the qualification of any Director, for cause only, by submitting a written challenge (with sufficient detail to explain the basis of the challenge) at the time the Procedural Review Request form is filed, or within five (5) days thereafter.

(d). In the event any Directors are disqualified from hearing the procedural review, the procedural review hearing may be conducted by a panel consisting of at least a majority of the remaining Directors. Provided however, at least three (3) Directors must be qualified and present to hear the matter.

(e). In the event the MSC Board of Directors, in its sole discretion, determines that it cannot impanel an impartial panel of Directors to hear the procedural review, it may forward the matter to the board of directors of the Association to conduct the procedural review hearing.

Section 5.3: The Procedural Review Hearing

(a). At the procedural review hearing, the Petitioner shall have an opportunity to explain the bases upon which he/she is requesting the decision of the Hearing Panel be overturned. The Hearing Panel Chair will have an opportunity to respond to the allegations and explain why the Hearing Panel's decision should not be overturned.

(b). The Directors (or panel thereof) shall not hear an appeal with respect to the merits of the Hearing Panel's decision and shall not review such evidence offered with respect

to the merits of the decision, except as such evidence may bear upon the claim of deprivation of due process.

(c). The Directors (or panel thereof) may (i) uphold the Hearing Panel's decision, or (ii) overturn the decision, based on a substantial procedural error in the hearing process that resulted in a denial of due process, or based on the Directors' determination that the Petitioner was otherwise deprived of due process.

(d). If the Directors overturn the Hearing Panel's decision, the directors shall direct that the matter be referred for rehearing on the merits before a different hearing panel, or, alternatively, the Directors may reverse the imposition of the violation and sanction if the Directors conclude that MIBOR will be unable to impanel an impartial hearing panel.

(e). If the Directors uphold the Hearing Panel's decision, the matter is final and the payment of any fine shall be due in accordance with the current billing policy, unless otherwise provided.

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Part Six – Noncompliance

Section 6.1: Suspension of BLC® Listing Service Access.

(a). In the event a violation or decision is deemed final (whether by exhausting all remedies provided under the Compliance Policy or this Manual or due to the failure to timely request a waiver, hearing, or procedural review) and the Member has not paid the fine imposed required within the time provided therefore, the Member's access to the BLC® Listing Service will be suspended until the fine balance is paid in full as provided in the Billing Policy. In the event of any inconsistency between a provision in this Procedural Manual and the Billing Policy, the Billing Policy shall control.

(b). Similarly, in the event a Member fails to complete any educational course required by a final decision, and to provide proof of completion thereof to Staff, within the time provided in the decision, the Member's access to the BLC® Listing Service will be suspended until the Member completes the course and has provided sufficient proof of completion to Staff.

(c). If a Participant has their access to the BLC® Listing Service suspended, for any reason, any Subscriber affiliated with that Participant shall also have their access to the BLC® Listing Service suspended until the Participant's access is restored.

(d). Pursuant to the MSC and BLC Billing Policy, if Subscriber's service has been suspended under Section 6.1(a), and payment of the fine is still not received, the office which holds the license of the non-compliant Subscriber will have all products and services of the Association, including their BLC® listing service terminated for all Members within the Participant's office until the fine(s), late fee(s), and reinstatement fee(s) are received by MIBOR or the office notifies MIBOR that they are no longer holding the license of the Member.

Section 6.2: Failure to Correct Violation

(a). If the Notice of Violation sets forth any action necessary to cure the violation in the BLC® Listing Service, the Member must take the required curative action within the time specified in the Notice of Violation, regardless of whether the Member has requested a waiver, hearing or procedural review.

(b). If a Member fails to cure the violation within the time specified in the Notice of Violation, the Member will be deemed to have waived any right to request a waiver, hearing or procedural review and the violation will be deemed final.

(c). In the event a violation is deemed final due to a Member's failure to cure a violation under this Section, the Member's access to the BLC® Listing Service will be suspended until the violation is cured. Any reinstatement fee as outlined in the Billing Policy will apply.

(d). Determinations as to whether violations are curable and whether they have been sufficiently cured is trusted to designated Staff.. Provided however, if a genuine dispute arises as to whether (i) the violation is curable, or (ii) the violation has or has not been cured, the dispute may be settled by the Directors. The Chairperson of MSC shall determine whether the Member and Staff shall be present for the Directors' meeting and the extent to which their participation will be permitted.

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Appendices of the BLC® Listing Service Compliance Policy Procedural Manual

Appendix One – Forms:

Form BLC-01 (Notice of Violation)
Form BLC-02 (Waiver Request)
Form BLC-03 (Hearing Request)
Form BLC-04 (Outline of Procedure)
Form BLC-05 (Acknowledgement of Hearing Request)
Form BLC-06 (Notice of Right to Challenge and Challenge Explanation)
Form BLC-07 (Notice of Counsel).....
Form BLC-08 (Hearing Script –Subscriber without Participant)
Form BLC-09 (Hearing Script – Participant or Subscriber without Participant)
Form BLC-10 (Decision of Hearing Panel)
Form BLC-11 (Procedural Review Request)

MSC and BLC® Billing, Refund and Collection Policy

MIBOR BLC BILLING, REFUND, AND COLLECTION POLICY

As outlined in the MIBOR Service Corporation Bylaws Article 6, service charges for participation in the BLC® Listing Service are determined and amended from time to time by the Board of Directors and specified in the MSC's pricing schedule.

Billing, refunds, and collections of MSC service charges, referred to as **Technology Fees**, are collected by MSC, with the assistance of the MIBOR REALTOR Association, Inc.(the "Association"). This Policy sets forth additional and specific provisions for billing, refunding and collecting Technology Fees. Except as otherwise provided in this Policy, the billing, refunding and/or collection of Technology Fees shall be in accordance with the Association's current billing policy, as amended from time to time, which is currently codified as Policy 5: Collection and Administration of Dues - Process 5-1 through 5-9 of the MIBOR Policy Register.

This Policy sets forth additional and specific provisions for the billing, refunding and collection of Technology Fees when such provisions differ from the Association's applicable billing policy. In the event that any provision in this Policy is wholly inconsistent with any provision in the Association's billing policy, this Policy shall control.

Section 1 - MSC TECHNOLOGY FEES

Technology Fees can be paid annually or semi-annually and in accordance with MSC's current pricing schedule. Annual fees are billed in February and due in March each year. Semi-annual fees are billed in February and due in March and billed in August and due in September.

Section 2 - BILLING PROCESS OUTLINE AND PROCEDURE FOR DELINQUENT ACCOUNTS

1. The annual billing and the first billing of semi-annual Technology Fees shall occur in March.
2. Payments on account must be received in the Association office by 5:00 p.m. by the due date indicated on the billing statement.
3. If a Member¹ has elected to participate in Technology Fees Autopay, their form of payment will be charged 3 business days prior to the due date.
4. The Association will send email notifications and reminders, post reminders through communication channels and make reasonable efforts to notify members of due dates. Ultimately, it is the responsibility of the member to pay Technology Fees on time.
5. Two business days prior to the due date an email will be sent to unpaid members and remind them of the due date. This will include any autopay participants where the credit card has failed to clear for any reason.

¹ "Member" or "Members" shall mean any Participant or Subscriber of the BLC® Listing Service, regardless of whether they are a member of the Association.

6. After the due date, a late fee of \$25 will be assessed and CANNOT be waived. Late fees can be appealed through a written request process (see Section 3).
7. Past due statements will be sent to members indicating the *last due date to avoid suspension of services*. Technology Fees plus late fees must be paid in full at this time to avoid suspension of services, even if a written appeal has been submitted.
8. The first business day following the *due date to avoid suspension*, all outstanding member accounts will be suspended. Access to MSC products and services, including access to the BLC® Listing Service will be suspended.
9. In order to have services reinstated, the delinquent account must be brought current including all Technology Fees, late fees and reinstatement fees.
10. At the time any member is suspended under this Policy, a warning of office suspension will be sent to the suspended member's Designated REALTOR® (responsible broker) listing all unpaid members in the office. The Office will be suspended if not paid in full by 5:00 p.m. on the final due date, due date will not be less than 10 days from date of member's suspension.
11. If Technology Fees and late fees remain unpaid after the final due date provided in the warning of office suspension, the office which holds the unpaid Member's license will have all products and services of and MSC, including the BLC® Listing Service suspended for all members within the office until all Technology Fees, late fees, and reinstatement fees are received, or the office notifies the Association that it is no longer holding the license of the unpaid Member.

Section 3 - WRITTEN APPEALS

1. Members may appeal the late fee by remitting payment in full of all fees assessed, including the late fee, then sending a written request to refundrequests@mibor.com within 20 days.
2. An Administrative Panel appointed by the Board of Directors and made up of active members in good standing will consider requests for waiver. The decision will be to grant or deny the request for waiver. If the waiver is granted, the late fee will be refunded, or credited, less a processing fee. If the waiver is denied, the agent will be notified by email of the decision.

Section 4 - MEMBERSHIP REINSTATEMENT AND FEE

MEMBERSHIP REINSTATEMENT: Any member who has been suspended or inactivated under this Policy may seek to be reinstated only if all outstanding fees, charges and dues on the member's account are satisfied. In addition, the Member must pay the applicable Reinstatement fee. The Reinstatement fee for the reinstatement of membership within one year of the date of suspension or termination shall be \$50. The Reinstatement fee for the reinstatement of membership more than one year, but less than two years, after the date of suspension or termination shall be \$100. Member must pay any outstanding amount on account, reinstatement fee and full year's fees to be reinstated. Anyone suspended, inactivated or resigned from the Association/MSB membership for any reason for more than two years from date of inactivation must reapply as a new member.

AFFILIATE MEMBERSHIP REINSTATEMENT: The Reinstatement fee for the reinstatement of an affiliate members within two years of the date of suspension or termination shall be \$25. Reinstatement is subject to the payment of all Technology Fees, Association Dues and any other outstanding charges.

Affiliate members whose membership has lapsed for more than two (2) years due to non-payment of Technology Fees must reapply as a new member and pay application fee, dues and any outstanding account balance.

Section 5 – Intentionally omitted.

Section 6 - REFUND OF ANNUAL OR SEMI-ANNUAL TECHNOOGY FEES

Refund of Technology Fees may be available on a pro-rated basis by sending a written request to refundrequests@mibor.com prior to December 31st of the fees billing year.

Section 7 - NSF CHECK POLICY

The Association shall charge a service charge for checks returned for insufficient funds.

In the event of a non-sufficient fund check (NSF), member must make the funds good, plus the NSF fee of \$25 within 5 business days.

If the NSF Check is not made good within the 5 business days, the member's services will be suspended, and a reinstatement charge will be assessed to the account. All fees must be paid before reinstatement.

Section 8 - NOTIFICATION OF NEW SALESPERSON AFFILIATION

Application for active membership must be received by the Association office within 2 calendar days of receipt of the license. Upon completion of annual audit, the Participant will be notified of any non-member licensee affiliated with their office. The Participant will have approximately two weeks of notification to: 1) ensure that non-member licensee applies as a Subscriber; 2) TERMINATE NON-MEMBER LICENSEE AND RETURN LICENSE TO Indiana Professional Licensing Agency; 3) apply for a BLC Waiver or 4) be assessed non-member fees for all named licensees. The 2-day notification is also applicable to each licensee who inactivates their license or transfers to another REALTOR® member firm within the BLC's Service Area.

Section 9 - BLC APPLICATION FEES

There shall be no refund of the application fee once the application has been processed. However, the application fee will be fully refunded if the application is denied.