



MANUFACTURED HOUSING MULTIPLE LISTING SERVICE



MULTIPLE LISTING SERVICE REGULATIONS AND CODE OF ETHICS

Michigan

Statement of Purpose

A Multiple Listing Service is a means by which a Participant in the Service makes a blanket unilateral offer of sub-agency to the other Participants and is a facility for the orderly correlation and dissemination of home sales listing information among the participants so that they may better serve their clients and the public.

Manufactured Housing Multiple Listing Service, hereinafter the “MHMLS”, recognizes the important and integral role which a multiple listing service plays in the conduct of business in the manufactured home sales community, and has enacted the following rules to regulate the conduct of its members in connection with their participation in a multiple listing service. These rules have been adopted to protect the public and to promote respect and confidence in the manufactured home sales profession, and to ensure equal and nondiscriminatory access to sales information. These rules shall be binding upon all members of MHMLS

Article 1: Qualified Homes

Section 1: Only homes which meet the following qualifications shall be listed with the Service:

- (a) The home complies with the equipment requirements of the applicable Health and Safety Code and the regulations of the appropriate state agency governing manufactured home sales, HUD regulations, and any applicable local ordinance and is either 1) located within an established mobilehome park as defined by state codes where the home is sited and that advertising or offering it for sale is not contrary to any provision of any contract between owner and the mobilehome park ownership, or 2) located pursuant to a local zoning ordinance or permit, on a lot where its presence has been authorized or its continued presence and such use would be authorized for a total and uninterrupted period of at least one year.
- (b) Used manufactured homes to be relocated.

Article 2: Eligibility And Responsibilities

Section 1: Any Member or Affiliate Member who is a participant in a Multiple Listing Service agrees to conform to the Rules and Regulations stated herein and to pay the cost of enforcement incidental thereto.

Section 2: At the time a new Retailer's application is presented, and prior to the new Retailer being granted access to the Service's published listings, said Applicant shall convert all his or her listings on the Service and make them available to the members of the Service.

Section 3: Matters pertaining to the Service are to be conducted by the Retailer. Retailer shall be responsible for compliance with or violation of the regulations by the Retailer or by Agents associated with the Retailer, and shall be subject to disciplinary action for violations of these regulations either by the Retailer or Agents associated with said Retailer.

Article 3: Reports

Retailer and Agent participants may print reports and shall agree that all such reports are only for the use of member retailer and agent use.

Article 4: Multiple Listing Procedure

Section 1: Discrimination. Property must be offered to any person regardless of race, color, creed, national origin, sex or age, handicap or familial status.

Section 2: All qualified homes as outlined in Article I and not owned by the participant, must be submitted to the Service.

Section 3: If any participant has any interest in a property, that interest shall be disclosed in the comments section on the listing form.

Section 4: A listing taken on a form approved by the Service shall be used for no other purpose than to be placed on the Service and becomes subject to the Rules and Regulations of the Service upon signature by the registered or legal owner, and shall not be postdated for submission to the Service and must be turned into the Service within twenty-four (24) hours.

Section 5: No listing published on the MHMLS establishes, directly or indirectly, any contractual relationship between the MHMLS and the participants client.

Section 6: Listings filed with the Service for publication shall:

- (a) Be an Exclusive Right to Sell.
- (b) Have specific beginning and ending dates.
- (c) Not be contingent. (See Article 4, Section 7a)
- (d) State the listing office and salesperson's name.
- (e) Provide for a commission and show the split to Selling Office or show the applicable net listing amount.
- (f) Have manufacturer serial number, appropriate state agency indentifying number and/or the appropriate state form signed by the seller accompanying the listing to the Service if the above numbers are not available at the time the listing is taken.
- (g) Be otherwise complete and correct in all respects
- (h) Have new rent verified with the park manager within 10 days of listing date.
- (i) Indicate as to whether or not the Seller has authorized a Key Box to be placed on the property.
(Optional)
- (j) Have a lock box installed within seventy-two (72) hours, excluding Saturday, Sunday and legal holidays, if authorized by the registered or legal owner. (Optional)

Section 7: A contingent listing is one which is not effective unless some other event or action is forthcoming. As such, it should not be placed on the MHMLS until the contingency is eliminated. Probate Conservatorship or Guardianship listings subject to court confirmation and prior approval shall not be deemed contingent listings.

Section 8: A listing fee established by the MHMLS shall be submitted for each property placed on the Service.

Section 9: Material changes in listings filed for publication (i.e. price, terms, commissions,) shall be authorized by the signature of the registered or legal owner, on a form approved by the Service, and updated on the Service within twenty-four (24) hours after the signatures have been obtained.

Section 10: Extension of the listing agreement of a published listing shall be signed by the registered or legal owner on a form approved by the Service and updated on the Service within twenty-four (24) hours after the signatures have been obtained. After the listing has expired a new listing must be submitted and a listing fee will be required to reactivate the expired listing.

Section 11: The withdrawal or cancellation of a published listing prior to the expiration date shall be on a form approved by the Service and updated on the Service within twenty-four (24) hours after all registered or legal owners signatures have been obtained.

Section 12: No listing filed with the Service shall be made available to any Non-participant of the Service.

Section 13: A listing shall not be advertised by any participant, other than the listing office, without the prior written consent of the listing office.

Section 14: No participant may attempt to relist another participants listing until the current listing expires at midnight on the expiration date.

Section 15: Unless the listing office and the registered or legal owner agree otherwise, in writing, only the "FOR SALE" signs of the listing office may be placed on the property. The "FOR SALE" sign is to be left in place until buyer has received acceptance by the park and for credit approval, and only then can the "SOLD" sign be displayed.

Section 16: Only the "SOLD" sign of the listing office shall be placed on a property prior to the close of escrow, except with prior written consent of the listing office.

Article 5: Selling Procedures

Section 1: Negotiations for the showing or purchase of a mobilehome listed on the Service shall be conducted through the listing Participant.

Section 2: Presenting Offers.

- (a) Upon receipt of a signed offer, the selling agent must first notify the listing agent or dealer of the signed offer.
- (b) The listing agent shall promptly submit the offer to the registered or legal owner.
- (c) The selling agent has the right to accompany the listing agent in submitting the offer to the registered or legal owner and can demand the listing agent present the buyer's offer promptly or as soon as it is possible to contact the registered or legal owner.
- (d) The selling agent may submit the offer to the registered or legal owner with the listing agent's permission.
- (e) The selling agent may submit any written offer directly to the registered or legal owner if the listing agent or Retailer refuses or delays in submitting the offer at reasonable hours or if the listing agent or Retailer is unavailable for forty eight (48) hours or longer.

- (f) The selling agent shall deliver within twenty-four (24) hours after acceptance, a copy of the sales agreement to the listing office.
- (g) All signed offers, including those of the listing agent, shall be promptly submitted to the registered or legal owner within twenty-four (24) hours. If there is more than one offer, all offers must be submitted at the same time to the registered or legal owner and not one at a time in the order they were received by the listing participant.
- (h) The selling agent shall note any and all contingency in writing on the purchase offer as any contingency may have a bearing on the acceptance or rejection of the offer by the registered or legal owner. See Article 4, Section 7a for acceptable contingencies.

Section 3: Counter Offers

Any change made to a purchase agreement shall constitute a counter offer.

- (a) The change should be made in writing using an approved counter offer form.
- (b) The counter offer form should be signed and dated by all registered or legal owners.
- (c) The counter offer form should show a date and the time frame within which the counter offer should be returned to the listing agent.
- (d) The counter offer process may continue until the buyer and seller have agreed on all terms set forth.
- (e) With each subsequent change, each counter offer must be signed, dated, and a specific time period for performance must be shown.

Article 6: Reporting Sales.

Section 1: When a deposit is taken and the offer is accepted, it is the listing Retailer or agent's responsibility to report the sale to the Service:

- (a) As a Pending Sale (p).
- (b) As Sold (s).

Section 2: The report of sale shall be made within twenty-four (24) hours following acceptance of offer using a form approved by the Service.

Section 3: It shall be the listing Retailer or Agent's responsibility to report the Final Sale as follows:

- (a) the selling price.
- (b) the date escrow closed.
- (c) the name of selling office.
- (d) the name of the selling agent.

Section 4: It shall be the listing Retailer or Agent's responsibility to report within twenty-four (24) hours any sale which has fallen through, which has been placed back on the market for sale or withdrawn from the service.

Section 5: If the registered or legal owner of any listed property filed with the Service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be reported immediately to the Service and disseminated to all Participants.

Article 7: Commissions

Section 1: The MHMLS shall not fix, control, recommend, suggest, or establish commission rates or fees charged for services rendered by Retailers. Furthermore, MHMLS shall not fix, control, recommend, suggest, or maintain the division of commission or fees between cooperating Retailers.

Section 2: The compensation offered by the listing Retailer to the selling Retailer, shall be specified on the listing published by the Service and may be shown in one of the following forms:

- (a) By showing a percentage of the gross selling price
- (b) By showing a definite dollar amount to selling agent
- (c) By showing the net listing amount

Section 3: Commissions and fees due selling Retailer or nonparticipants shall be payable in cash unless otherwise agreed to in writing.

Article 8: Listings of Suspended, Expelled or Resigned MHMLS Dealers

Section 1: When a Retailer is suspended or expelled from the Service for violation of MLS Regulations, or other obligations except failure to pay dues, fees or charges, all listings currently filed with the MLS by the Retailer should be retained in the Service until sold, withdrawn or expired and should not be renewed or extended by the Service beyond the termination date of the listing agreement in effect when the suspension or expulsion became effective.

Section 2: If a Retailer has been suspended from the Service for failure to pay dues, fees or charges, the Service will cease to provide MLS services, including continued inclusion of the Retailer's listings on the MHMLS.

Section 3: When a Retailer resigns from the MLS, the Service will cease to provide services, including continued inclusion of the resigned Retailer's listings in MHMLS, access to data or other pertinent information.

Section 4: If a Retailer has his license revoked, the Service will automatically terminate all services provided by the MLS to said Retailer or their Agent(s).

Article 9: Confidentiality of MHMLS Information.

Section 1: All MHMLS informational material (including but not limited to publications, computer data base, and/or computer print outs) are confidential and are for the exclusive use of MHMLS participants.

Section 2: The information published and disseminated by the Service is communicated verbatim, without change by the Service, as filed with the Service by the participant.

Section 3: Participants shall at all times maintain control over and responsibility for each copy of any MHMLS publication or computer output furnished them by the Service and shall not distribute any such copies to persons other than persons who are affiliated with such participants.

Section 4: Participants shall be permitted to display the MHMLS reports to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing and able buyers for the manufactured homes described in the MHMLS.

Section 5: Participants shall be permitted to display the MHMLS reports to sellers or prospective sellers only in conjunction with their ordinary business activities in listing properties. Such displays shall be only in the immediate presence of the MHMLS Participant or those persons affiliated with such Participant.

Section 6: In consideration of the permission to disseminate and utilize MHMLS information each MHMLS participant agrees not to permit any person other than another authorized MHMLS participant or Affiliate Member to gain possession of, make copies of, or disseminate this confidential information. It is the participants obligation not to permit any person to take MLS reports when transferring to a Non-Participant of the Service.

Article 10: Violations of MHMLS Regulations

Section 1: The MHMLS may impose fines for the following violations of MHMLS Regulations:

- (a) Failure of MHMLS participant to pay any charge or assessment within one month of due date, providing at least ten (10) days written notice has been given, will result in suspension of services to the participant until the amount is paid in full or other arrangements satisfactory to the MHMLS are made.
- (b) Failure of the Retailer to place a mandatory listing on the Service as required by Article 8, Section 2, will make the Retailer liable for an assessment of \$100 for the first offense, \$200 for a second offense and may result in possible suspension from MHMLS Service for a third offense.
- (c) Failure of the Retailer to report the pending sale of any multiple listed property as required by Article 10 will make the Retailer liable for an assessment of \$100.
- (d) Failure of the Retailer to report any sale which has fallen through and which has been placed back on market for sale as required by Article 10, Section 4, will make the Retailer liable for an assessment of \$100.
- (e) Failure of the Retailer to report the Final Sale of any multiple listed property as required by Article 10, Section 3 within seven (7) days after close of escrow will make the Retailer liable for an assessment of \$100.
- (f) Failure of the Retailer to submit a withdrawal or cancellation form as required by Article 8, Section 11, will make the Retailer liable for an assessment of \$100.
- (g) Failure of the Retailer or agent associated with the Retailer to furnish and maintain correct information as required by Article 8, Section 6, paragraph (g) will make the Retailer liable for an assessment of \$50 for each incorrect item entered into the MHMLS.
- (h) Any participant who removes and uses another participant's lock box will be liable for an assessment of \$50.

Article 11: Enforcement of Violations of MHMLS Regulations.

Section 1: A Hearing Panel will give considerations to written complaints from a MHMLS Retailer alleging violations of MHMLS Regulations by an MHMLS Retailer or by persons associated with a Retailer.

Section 2: The Board President shall appoint a Hearing Panel of three (3) or more MHMLS Retailers to hear alleged violations of these MHMLS Regulations. A fifteen (15) day written notice to the Retailer shall include:

- (1) The MHMLS Regulation alleged to have been violated.
- (2) The time and place of hearing.
- (3) The right for Retailer to be represented at the hearings by legal counsel.
- (4) The right to have witnesses at the hearing.

Section 3: No hearing may be held without at least three (3) Hearing Panel members present. After a hearing, the Hearing Panel may recommend disciplinary action against a MHMLS Retailer. Disciplinary action may consist of one or more of the following:

- a. Letter of Reprimand with copy placed in the Retailer's File.
- b. Payment of a sum of money not to exceed \$500 for the first offense, \$750 for the second offense, and \$1,000 for the third offense

- c. Suspension of MLS Service for a period not to exceed one (1) year
- d. Termination of Retailer's membership in the Multiple Listing Service
- e. Any discipline imposed may be suspended and the Retailer placed on probation not to exceed one (1) year.

Section 5: Appeals

- a. Within twenty (20) days after the Hearing Panel's disciplinary decision, either the complainant or respondent may file written appeal to the Board of Directors.
- b. If no appeal is filed, the Hearing Panel's disciplinary decision shall become final
- c. An appeal must be accompanied by a \$100 hearing fee payable to the MHMLS.
- d. If an appeal is filed, all parties shall be notified of the time and place of the hearing set by the Directors
- e. At the hearing before the Directors a representative of the Hearing Panel shall present a transcript of the case (which may be a tape or other recording) or if there be no transcript the representative shall summarize the case. Either party may, if they wish, be heard to correct the summary. Either party may present to the Directors their reasons why the Hearing Panel's recommendations should, or should not be followed.
- f. The Directors' decision may adopt, reject, or modify the recommendation of the Hearing Panel
- g. The decision of the Directors is final

Section 6: If the Directors of the Board believe the disciplined Retailer may resort to legal action because of suspension of MHMLS Services or expulsion from MHMLS membership, they may specify the suspension of service or expulsion from membership in the Service shall become effective upon entry in a suit by MHMLS, for declaratory relief of the final judgment of a court competent jurisdiction, declaring that the suspension of services or expulsion from the MHMLS Membership violates no rights of the Retailer.

Article 12: Arbitration

Each member retailer is encouraged to arbitrate disputes with any other member retailer of the MHMLS. Any such arbitration process must include all parties in the dispute as well as a MHMLS representative to ensure that all parties are fairly represented and that arbitration complies with MHMLS rules and regulations and enforcement policies. If arbitration is not an acceptable dispute mechanism, local agencies such as the Better Business Bureau (BBB) may be a viable option for dispute resolution. In any case, a MHMLS representative must be present to ensure compliance with MHMLS rules and regulations and enforcement policies.

Article 13: Amendments

The terms of this agreement, including any attachments may be amended, at the sole discretion of MHMLS, provided written notice is first provided to all Users at least thirty (30) days prior to the effective date of such amendment. MHMLS rules and regulations are designed to work in concert with local and state laws where business transactions take place. Where conflicts arise between MHMLS rule and local and state laws those local and state laws shall supersede MHMLS rules and regulations.