

MLS Quick Reference

1 Key Deadlines

WHEN THIS HAPPENS...	YOU MUST...	DETAILS	RULE
Seller signs a listing agreement	Enter within 7 days	Clock starts when all seller signatures are obtained.	6.1(a)
You market the property to the public in any way	Enter within 1 business day	Overrides the 7 days. Yard signs, social posts, flyers, email blasts, websites and broker-to-broker networks all count.	1.01
Seller authorizes a price or listing change	Update within 72 hrs	Requires the seller's written authorization.	1.4
Any status change: under contract, contingent, kick-out, pending, withdrawn, cancelled, closed	Update within 72 hrs	Report the sale price at closing.	1.4, 2.5, 21(b)
A contingency is met or renewed, or a pending sale falls through	Update within 72 hrs	A cancelled pending sale goes back to Active.	2.6, 2.8
MLS staff request documents for an audit	Provide within 24 hrs	For example, the listing agreement or purchase contract.	6.1(d)
Listing agreement is extended	Before it expires	The extension must be signed by the seller.	1.10

No "Coming Soon." The Florida Keys MLS has not adopted any delayed-marketing option. Once you advertise a property anywhere, it must be in the MLS within one business day. Office exclusives that are publicly marketed are not allowed.

2 Entering a Listing

- **Signed agreement required.** It must include the seller's written authorization to submit the listing to the MLS.
- **Delayed entry.** A seller may authorize a later entry date in writing, but only while the property is not being marketed at all.
- **One listing per property.** You can't enter a property already listed in any status other than Expired, Sold or Cancelled. A buyer under contract can't relist until closing.
- **Complete and accurate.** Fill in every required field and correct known errors promptly.
- **At least one photo,** unless the seller directs otherwise in writing.
- **No offers of compensation** to buyer brokers may appear in the MLS.
- **Address.** Use the street address, or a parcel ID or legal description if there is none. For condos, enter the physical address, not the complex name.
- **Condos.** Enter the minimum and maximum rental periods.
- **Neighborhood features** must be on the same island as the property.
- **Seller's name** must appear unless the seller gives written authority to omit it.
- **Auctions.** Allowed, but disclose all auction conditions and bidding fees.
- **Price changes.** The list price can't change while the property is under contract. Email authorizations are accepted if they state the change, the property address, and the owner's name and email.

3 Showings & Availability

- Active listings must be available to show. Note any unavailable dates in the agent remarks.
- If a property can't be shown for **30 days or more**, change it to Withdrawn or Cancelled.

4 Status Guide

STATUS	WHAT IT MEANS	OK TO SOLICIT?
Active	Available, open to offers and accessible for showings.	No
Contingent / Contingent Show	Under a bilateral contract with contingencies that haven't been met yet.	No
Kick Out	Under contract with a major contingency, such as the buyer needing to sell another home. Still open to offers. If an acceptable backup offer arrives, the first buyer has 24 hours to move forward or cancel.	No
Pending	All contingencies are met and the sale is headed to closing.	No
Withdrawn	Taken off the market at the seller's written request, but still under an active listing agreement.	No
Cancelled	Seller and listing broker have ended the listing agreement.	Yes
Expired	The listing agreement's term has ended.	Yes

5 Photos, Media & Remarks

UNBRANDED MEDIA (PHOTOS, TOURS, VIDEOS)

Do: include a front exterior photo, use high-resolution and current photos, and highlight key features.

Don't include: agent or company names, phone numbers, emails, websites, logos, yard signs or agent photos. Lifestyle photos are fine, but agents can't appear in them.

BRANDED TOURS & VIDEOS

You may show yourself, your company and your contact information, but only in media **labeled as branded** and placed in the branded field.

Branding in unbranded media is fined under 6.1(f).

PHOTO PERMISSIONS

- Get written permission before using photos, videos or tours you didn't create yourself.
- Photos submitted to the MLS are licensed to and copyrighted by the MLS.
- Don't use photos or descriptions that misrepresent the property's condition.
- Don't use another agent's listing or photos in your advertising without their permission.

PUBLIC REMARKS & DOCUMENTS MAY NOT INCLUDE

- Agent, office or company contact information
- Website links or third-party vendor names
- The owner's name or contact information
- Lockbox references or showing instructions
- Inappropriate language

Advertising MLS data? If you use listing or sold data in an ad, include a notice such as: "Based on information from the Florida Keys MLS for the period (date) through (date). Not all listings are ours. Deemed reliable but not guaranteed."

6 Duplicate Listings

You may enter more than one MLS number for the same property only in these cases, and each extra entry must be marked **DUPLICATE LISTING**:

- A duplex, with each side and the whole listed separately (3 numbers)
- A house with an extra lot: house alone, lot alone, and both (3 numbers)
- Commercial plus residential, or commercial plus business opportunity

When it sells, close only one MLS number and cancel the duplicates.

7 MLS Access & Assistants

Never share your login. Giving MLS access to anyone else is a **\$5,000 fine**. Register assistants instead so they have their own login.

ASSISTANT TYPE	SETUP	MONTHLY
Unlicensed, or not an MLKAR member	\$25	\$10
Licensed MLKAR member with MLS access	\$0	\$0

Assistants get a Super User link to your Flex dashboard under their own login. Their activity is logged separately, which protects you.

8 Fines

VIOLATION	1ST	2ND	3RD	4TH	RULE
Sharing MLS access with an unauthorized person	\$5,000 per occurrence				6.1(h)
Late status or price change (past 72 hrs) Counted per day late. Fines double for repeat violations in the same calendar year.	Warning	\$250	\$500	30-day suspension*	6.1(c)
Not in MLS within 1 business day of public marketing	Warning	\$250	\$500	Suspension	6.1(l)
Misusing MLS bulk email (personal, non-real estate or complaints)	Warning	\$250	\$500	Suspension	6.1(j)
IDX rule violation	Feed suspended + warning	\$50	\$100	—	6.1(g)
New listing not entered within 7 days	Warning	\$50	\$100	—	6.1(a)
Incorrect listing data, contact info in remarks, documents, photos or tours, or unmapped property	Warning	\$50	\$100	—	6.1(b)
Audit documents not provided within 24 hrs A further offense may be charged at 48 hrs.	Warning	\$50	\$100	—	6.1(d)
Using photos without written permission	Warning	\$50	\$100	—	6.1(e)
Branding in unbranded photos, tours or videos	Warning	\$50	\$100	—	6.1(f)
Misrepresenting property condition	Warning	\$50	\$100	—	6.1(k)
Listing with no photo	Warning	\$50	\$100	—	Policy

*MLS access stays off until all fines are paid and the status is corrected. No single fine may exceed \$15,000 (Section 7).

9 How Enforcement Works

- **Notice.** Staff email a citation to both the agent and the broker.
- **30 days** to pay or appeal. Appeals go to the MLS Committee, then to a Professional Standards hearing if the citation is upheld.
- **Unpaid fines.** After 30 days you get a 10-day notice. MLS service is suspended if the fine is still unpaid.
- **Uncured violations** keep escalating, doubling up to the \$15,000 limit.
- **Admin fees.** \$200 on each 3rd violation. \$250 if a hearing panel finds a violation.
- **Training.** A 2nd violation of the same rule requires an MLS class within 60 days.
- **Hearing required** after more than 3 administrative sanctions in a calendar year.
- Violations reset each calendar year. Ethics matters are referred to the Association.

10 MLS Billing

PLAN	COST	BILLING & PAYMENT	
Annual	\$480/yr	Billed Oct 1 with local dues, due by Jan 1. Check only. Saves \$120 a year.	
Semiannual	\$240 × 2	Billed Jan 1 and Jul 1, due within 30 days. Check only. Saves \$120 a year.	
Monthly	\$50/mo	Autopay (card or bank, authorization form required) or a monthly eBill paid online. Due within 30 days.	
Day 1–30 Invoice due	Day 31 Past-due reminder	Day 38 \$25 late fee	Day 45 Access may be suspended. \$50 reactivation fee.

Annual dues invoices go out Oct 1 and are due by Jan 1. You'll get one eBill from MLKAR for local dues and one from NRDS for NAR and Florida Realtors dues. To change plans, contact the office.