

**Real Estate Information Network Inc.**



**Policies & Procedures Manual**

**October 1, 2022**

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151 **A. Listings General Procedures**

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1. **Back-on-Market:**

The action of withdrawing a listing prior to the expiration date and re-listing it within sixty (60) days, or entering the same listing with short terms (such as 7 to 10 days) and re-listing it just days later, leads to the degradation of key data used for market analysis and statistics. Therefore, the use of Back-on-Market is preferred over creating a New listing when possible.

Listings that have been **Withdrawn** from the market but are still within the Listing Period provided on the listing agreement, may be re-activated with an “Active” status by checking “Back-on-Market” on REIN’s Listing Change Form, and in Matrix selecting “Change to Active”. The listing agent will not incur a Re-List fee for re-activating a withdrawn listing.

Listings that have **Expired** may be re-instated with an “Active” status within thirty (30) days of the expiration date on the listing agreement by checking “Extension” and “Back-on-Market” on REIN’s Listing Change Form, and in Matrix selecting “Change to Active”.

Listings that were changed to **Pending** status, but the deal fell through, may be re-instated with an “Active” status by completing REIN’s Property Under Contract/Fall Thru Report form (section B).

If the Broker Member Firm and Seller re-enter the withdrawn or expired listing as a New listing after sixty (60) days from the original list date, a new listing agreement and updated paperwork are required. A re-listed property that does not have a new listing agreement will be subject to a fine to the listing agent for missing seller signature(s).

2. **Change Forms:**

REIN provides a *Listing Change Form* which may be used for price changes, extensions, back-on-market, disclosure of a contingency sale and for miscellaneous changes. Most changes require the signature of the Seller. Only Principal Brokers or designated Managing Brokers are allowed to sign as "Agent for Seller" and must sign the "Broker Endorsement" paragraph. When using a form of documentation other than the provided *Listing Change Form*, ensure that any and all necessary signatures accompany the indicated change.

3. **Compliance Checking:**

REIN has the right to review a listing if there is any compliance related question regarding the listing. REIN performs both manual checks and automated checks of listings using the Data Checker program for data accuracy and compliance with REIN’s Rules and Regulations. Any discrepancies are typically reported to the Listing Agent via an auto-generated notification from Data Checker outlining the violation and the requested remedy, with a copy to the Managing Broker. Failure to remedy the discrepancy in the timeframe allotted may result in a fine to either the Listing Agent or the Listing Firm, so the timely receipt of these notifications can help avoid costly fines. The Data Checker notification is sent from the email address [listingdatachecker@corelogic.com](mailto:listingdatachecker@corelogic.com); to ensure receipt of these emails, add this address to any contacts or safelist the address so that it does not go to a spam or junk folder. Certain violations are subject to a progressive fine.

Additionally, REIN’s Listings Department selects listings on a random basis each week for review. When the Listing Firm is notified that their listing is selected for review, the Listing Firm is required to submit a LEGIBLE copy of all requested documents to REIN within five (5) business days of receipt of the request. The Board of Directors has determined that if the required documents are not submitted by

201 the Listing Firm, a final notice is directed to the Broker for submission. After this final notice, failure to  
202 submit these documents will result in the Member Firm being assessed a fine for non-compliance, as  
203 approved by the REIN Board of Directors, and the listing being withdrawn from REIN's System.  
204

205 Rules for which REIN may conduct compliance checks, assess fines, and even withdraw the listing in  
206 some cases, include but are not limited to the following:

- 207 a. Missing Seller(s) signatures on the Listing Agreement or, Data Input Form. The signature line  
208 must contain the signature of an individual. Company/agency names are not permitted in the  
209 signature line.
- 210 b. Failure to report a contingency contract on an Active listing using the CONT field within two  
211 (2) business days of contract ratification, excluding weekends and Federal holidays.  
212
- 213 c. Failure to report the listing as pending within two (2) business days of the ratification date,  
214 excluding weekends and Federal holidays. Upon removal of contingency an additional  
215 two (2) business days are allowed to report as pending.  
216
- 217 d. Inaccurate Reporting of Selling Firm by Listing Firm.
- 218 e. Failure to report the listing settled within ten (10) consecutive days of closing.
- 219 f. If a Listing Firm wants the Selling Firm to deal directly with Seller, i.e., showing, submission  
220 of a contract and/or contract negotiations, the statement "Deal Direct with Seller" must be in the  
221 Agent Remarks section. Failure to do so may result in a fine. This practice is often associated  
222 with "LR/IC" listings.  
223
- 224 g. Showing Violations, i.e., limited showing such as "Do Not Show Until (future date)."  
225
- 226 h. If a Firm withdraws a listing and re-lists it (listed as NEW) within sixty (60) days of the  
227 original listing date.  
228
- 229 i. Failure to report the correct sale price.  
230
- 231 j. Late input of a new listing. (By next business day past the list date excluding weekends and  
232 Federal holidays).  
233
- 234 k. Failure to input a listing (Pocket Listing).  
235
- 236 l. Failure to upload required documents individually under the correct document title within two  
237 (2) business days (DPOR Disclosure, LEAD, AICUZ, SEPTIC, and METH)  
238
- 239 m. Reporting inaccurate Subdivision  
240
- 241 n. Failure to list the accurate Owner of Record  
242
- 243 o. Failure to report accurate Ownership Type  
244
- 245 p. Violation of Public Remarks rules  
246
- 247 q. Failure to remove FSBO sign from listed property

248 r. Failure to deliver copies of listings as requested for compliance review

249  
250 s. Failure to disclose in Public Remarks when two listings are listed separately in the MLS but  
251 must be sold together.

252  
253 t. Failure to list accurate property address

254  
255 u. Placing Open House information anywhere other than the designated Open House field

256  
257 **4. Corporate/Relocation Listings:**

258 A corporate/relocation listing is one where the owner/seller (a.k.a Employee) has an  
259 agreement/contract with their corporate employer (a.k.a Employer) to purchase the employee's  
260 personal residence if it does not otherwise sell. Corporate/relocation listings should be handled  
261 as follows:

262  
263 In the preferred process, the Employee signs a Standard Listing Agreement to list the property  
264 for sale with a Listing Firm. If the home does not sell, that listing agreement expires or the  
265 listing is withdrawn from the REIN System. In a separate transaction between the Employee  
266 and Employer only, the Employer or its designated relocation representative purchases the  
267 home from the Employee. Now the new owner (the Employer) may relist the property for sale  
268 with the same or a new Listing Firm, under a new listing agreement.

269 Alternately, when acceptable to the Listing Firm, the Employee may sell their property to their  
270 Employer during the term of the original Standard Listing Agreement. The listing would not be  
271 reported as sold. During the Listing Period, when Employer purchases the property from the  
272 Employee, the listing remains active in the MLS and the new owner assumes responsibility for  
273 the original listing agreement. In this situation, the Listing Firm must indicate that the home is a  
274 Relocation (RELO) under the Disclosures category, and must ensure that the Owner's Name is  
275 updated within the listing when the change occurs.

276  
277 **5. Dates:**

278 There are three (3) distinct dates associated with a new listing. 1) **Signatures**, the date the  
279 seller(s) sign the listing agreement; 2) the **List Date**, the first day of the listing period; and 3)  
280 the **Date Entered** (generated by Matrix System) the day the listing is input into the REIN  
281 System. These dates may or may not all be the same, are not synonymous with one another, and  
282 each may be associated with their own set of rules.

283  
284 **6. Dispute of Violations and Fines:**

285 If the firm or agent has a question regarding the assessment of a violation or fine, they should  
286 first try to resolve the issue by calling the Listings Department. Further disputes should be  
287 addressed in writing to REIN Administration.

288  
289 **7. Excluding Listings on IDX Websites (WEB Category):**

290 All listings (residential, multifamily, commercial, apartments, land and rentals) are automatically  
291 included in IDX data feeds unless the Listing Firm excludes them. Brokers who do not want any of their  
292 listings to be automatically included in IDX data feeds must submit a letter to REIN expressing that they  
293 desire to Opt- Out.

295 Sellers/Owners who do not want their listing to be on the Internet or have their address displayed may  
296 request the Broker to opt-out their individual listing or address from all IDX data feeds. During listing  
297 input, the “Web Exclude” field is used to exclude either the entire listing or the address.

298 WEB EXCLUDE:  
299 C= Exclude Listing  
300 D= Exclude Address

301  
302 Additionally, the Buyer of a sold listing may request to exclude their property from IDX displays that  
303 include sold listings. To do so, the Buyer must submit a request to REIN to exclude that property.  
304 REIN codes that listing using the WEB EXCLUDE = E (Exclude Sold).  
305

#### 306 8. **Expiration Dates on Listing Forms:**

307 The ending date shown in Paragraph 2 (Term) of REIN’s *Standard Listing Agreement* is  
308 considered the listing’s expiration date. On the Property Data Input Form, this date should be  
309 indicated in the Expires Date field. This expiration date is visible only to the Listing Agent, the Broker  
310 and listing input staff for active and pending listings in the REIN System.  
311

#### 312 9. **Expired Listings:**

313 The action of entering a listing with short terms (such as 7 to 10 days) and re-listing it just days later,  
314 leads to the degradation of key data used for market analysis and statistics. Therefore, the use of Back-  
315 on-Market is preferred over creating a New listing when possible.  
316

317 Expired listings may be reinstated within thirty (30) days of expiration date by checking “Extension”  
318 and “Back-on-Market” on REIN’s Listing Change form and in Matrix selecting “Change to Active”..  
319

320 If a listing expires and is re-listed by the same listing agent(s) (LA1 and LA2), with the same brokerage  
321 and same owner name within sixty (60) days of the list date, then the property must be re-activated  
322 using Active/Back-on-Market and the same MLS number to avoid a Re-List fee.  
323

324 If a property is re-listed with a different listing agent from the same office, no Re-List fee is charged.  
325

326 After sixty (60) days from the original listing’s list date, if the property is re-entered in the REIN  
327 System as a New listing, a new, signed listing agreement is required. A re-listed property that does not  
328 have a new listing agreement will be subject to a fine to the listing agent for Missing Seller Signature(s).  
329

330 No marketing/advertising of the property is allowed while off-market (between when it expired and is  
331 re-listed). Advertising (to include signage, social media, or any action that notifies the public that the  
332 property is available for sale or rent) while off-market will result in a Pocket Listing fine to the listing  
333 firm.  
334

#### 335 10. **Extensions of Listings/Back on Market:**

336 The Extensions/Back-on-Market portion of the *Listing Change Form* allows for the extension of the  
337 Listing Agreement to a new expiration date or for returning a previously withdrawn listing to Back-On-  
338 Market. The Listing Firm may extend a listing before it expires by utilizing forms supplied by REIN  
339 and signed by all parties to the *Standard Listing Agreement*.

#### 340 11. **Fair Housing Consideration & Edit Procedures:**

341 REIN searches for certain words and/or phrases in listings to help assure compliance with Federal and  
342 State guidelines on Fair Housing and Equal Opportunity. If a listing is found to contain an unacceptable  
343 word or phrase, a letter and email notification are sent to the Principal/Managing Broker(s) informing  
344 them of the problem listing. They are required to respond to REIN in writing as to their actions taken in  
345 complying with the Fair Housing laws with regard to the problem listing. Information for Fair Housing

346 may be found at [www.HUD.gov/fairhousing](http://www.HUD.gov/fairhousing). Information on advertising may be found on DPOR's  
347 website at [www.dpor.virginia.gov/fairhousing/advertising](http://www.dpor.virginia.gov/fairhousing/advertising) or by visiting [www.reinmls.com](http://www.reinmls.com) and logging  
348 into the Members Services section. A good rule of thumb is to use remarks to describe the property, not  
349 the potential buyer or tenant.  
350

## 351 **12. Input & Listing Management Deadlines:**

- 352 a. New listings must be entered into the REIN System by the next business day of the list date  
353 excluding weekends and federal holidays. The beginning date of the Listing Period shown  
354 in paragraph 2 (Term) of REIN's Standard Listing Agreement is considered the listing's  
355 List Date.  
356
- 357 b. All changes to listings and reporting of withdrawals are required to be processed within two  
358 (2) business days excluding weekends and federal holidays. Changes to listings, i.e. price,  
359 extension of expiration date, etc., must be made within two (2) business days of the  
360 occurrence.  
361
- 362 c. All under contract or contingencies are required to be reported by Selling Firm and  
363 processed by Listing Firm in REIN's System within two (2) business days of ratification  
364 excluding weekends and federal holidays. The Listing Agent may be fined for failure to  
365 report on time.  
366
- 367 d. Settled sales must be input into the MLS system by the Listing Firm within ten (10)  
368 calendar days of settlement. The Selling Firm may report the sale to REIN. If neither Firm  
369 reports the settled sale, both Firms will be assessed a fine. However, if the Selling Firm  
370 reports and the Listing Firm does not process the listing as settled within the time frame, the  
371 Listing Firm will  
372 be assessed both the Listing and Selling Firm's fees.  
373
- 374 e. Withdrawals must be processed within two (2) business days excluding weekends and  
375 Federal holidays of listing termination after obtaining the Seller's and Principal/Managing  
376 Broker's authorization. Listing Agents may not sign withdrawals.

## 377 **13. Input Listing Fees:**

378 A listing input fee is assessed to the Agent for each listing submitted to REIN for input into the REIN  
379 System. Fee rates are published separately.  
380

## 381 **14. Listing Agent Name:**

382 The List Agent field must display the Listing Agent's name as reported by DPOR and which is on the  
383 Salespersons'/Brokers' license that is registered with the Member Firm. No business entity or fictitious  
384 name is permitted in this field.

## 385 **15. Listing Property Under Two Different Property Types:**

386 Due to certain marketing conditions, it is sometimes necessary to market a property under two different  
387 property types in order to obtain the best possible exposure. Some examples are: converted residential  
388 properties used as an office where the Listing Agent wants it to be listed as both residential and  
389 commercial. REIN considers requests on a case by case basis. Any firm who wishes to take advantage  
390 of this service must contact REIN's Listing Department for approval before entering the second listing.  
391 Listing Agents must complete the appropriate Property Type Data Input Form for the second property

392 type approved for input. REIN charges a fee for a property to be listed under a second property type.  
393 Failure to obtain prior approval from REIN may result in one of the listings being withdrawn.  
394

395 **16. Mapping:**

396 The REIN System provides mapping of all listed properties using GEO codes (latitude and longitude) of  
397 the property. Occasionally, the mapping of a listing is inaccurate because the System has not received  
398 the correct GEO code from the mapping provider. This is particularly common for new construction  
399 listings. Agents may contact REIN's Listings Department to report any inaccuracies, and REIN will  
400 make every attempt to correct the mapping for these properties. If it is their own listing, the Listing  
401 Agent may use the map edit tools within the REIN System to make the correction themselves.  
402

403 **17. Minimum Cash on Assumption (MCOA):**

404 The MCOA block on the Property Data Input Forms represents the difference between the list price and  
405 any assumable loans and/or owner financing. If there are no assumable loans or owner financing  
406 involved, "99999999" is to be shown in this block. The computer search parameter "Mortgage MCOA"  
407 from the "Add More Search Criteria" area may be used for searching on "Minimum Cash on  
408 Assumption." (i.e., Mortgage MCOA equals 15000)  
409

410 **18. Mobile Home/Boat/Boat Slip Listing Guidance:**

411 Exclusive listings of mobile homes, which include both the mobile home and the land/lot (real property)  
412 on which it rests, are considered to be residential listings that fall within the scope and sphere of REIN's  
413 Rules, Regulations and operations. Sales of mobile homes that do not include the land/lot (real  
414 property) on which the mobile home rests are sold under the Department of Motor Vehicle rules and  
415 regulations and may not be listed through the REIN System.  
416

417 Boats, including houseboats, also do not fall within the scope of REIN's Rules and Regulations and,  
418 therefore, are not allowed to be listed through REIN.  
419

420 A boat slip that has its own deed may be listed through REIN. It is considered a Property Type 6 (land)  
421 and the agent should indicate in Remarks that it is only a boat slip. If the slip does not convey by deed,  
422 it may not be listed through REIN.  
423

424 **19. Modular/Manufactured (Double Wide) Identification:**

425 Listing Agents of Modular or Manufactured (double wide) homes are required to indicate on REIN's  
426 Property Data Input Forms, in the STYLE category, whether the property is modular or mobile/double  
427 wide. It is permissible to also indicate another style selection, i.e. "ranch" since two STYLE choices are  
428 allowed.  
429

430 Note: "Modular" is a different classification from "Manufactured" (Double Wide). Modular and  
431 Manufactured (Double Wide) properties may have different financing requirements; therefore, it is  
432 imperative that the correct STYLE choice is selected for display in the REIN System.  
433

434 **Modular** homes are built on a permanent foundation and cannot be moved once built. Modular Homes  
435 are built in sections at a plant and transported to the site and erected in sections. Most lenders will lend  
436 on a modular home as it is similar to a stick-built home.

437 **Manufactured** (sometimes called Mobile Homes or Double Wide) are built on a steel chassis and may  
438 have wheels attached. If built after June 15, 1976 a HUD tag can be found on the rear of the unit. Some  
439 lenders will not lend on manufactured homes.  
440

441 The only manufactured homes that may be classified as real estate or "real property" are those which  
442 have a permanent foundation built to FHA standards. They must be considered a "permanent dwelling"

443 or the home is considered personal property for tax purposes and is ineligible for a 30-  
444 year FHA mortgage.

445 **20. New Construction Listing Requirements:**

446 The following rules apply to new construction projects. Failure to comply may result in the  
447 assessment of a Pocket Listing fine to the Listing Agent.

448 **a. Master Marketing Agreement/Site Signage:**

449 If there is a Master Marketing Agreement and/or site marketing such as a sign or advertising  
450 with a Member Firm name listed as the firm to call, the Listing Firm is required to input the  
451 listing into the REIN System. If the REIN Listing Agreement is not used, the Listing Firm is  
452 required to use the Non-REIN Listing Addendum (NRLA) signed by the Builder and the Listing  
453 Firm.

454 All new construction properties must be listed in the REIN System. The Listing Firm may list  
455 these properties in one of two ways:

- 456 • Generate an individual listing for each unit/lot, with each Listing Agreement signed  
457 by the owner,  
458 - OR-
- 459 • Use Master Model listings, one to represent each model/lot in the site (*procedure*  
460 *outlined below in subparagraph B*).

461 For new construction projects/listings with no specific pricing, and where the Seller is only  
462 taking reservations, the Listing Firm may input a listing using List Type=Building Soon (BS). If  
463 applicable, Agents must disclose in Agent Remarks “Reservations only being accepted”. When  
464 reservations turn into sales, the Listing Firm must input a new/separate listing for that unit with  
465 the specifics for that property, similar to how a sale from a Master Model listing is processed  
466 (*see Master Model procedures below*).

467 In the Property Identification Number (PIN) field, which is required, the Listing Agent should  
468 use the property address where this information is not yet available.

469 For the Square Footage (SQF) field, the approximate square footage for the model home should  
470 be used.

471 **b. Master Model Listings:**

472 “Model” is defined as a representational structure/lot to be used for exhibition. The Master  
473 Model procedure may be used for listing/selling multiple lots, units, or properties that are  
474 similar in description.

475 **i. Conditions for Entering Master Model Listings:**

- 476 1. One Master Model listing should be entered for each different model name, but  
477 only one Master Model listing should be used to represent the multiple variations or  
478 elevations of a particular model. For example, a builder may have two models, The  
479 Magnolia and The Pine. Each model has an A, B & C variation of the plan, and  
480 several elevation options. The Listing Agent should enter one Master Model listing  
481 for The Magnolia, and a second for The Pine. But the agent should not enter

- 482 separate Master Model listings for each A, B, or C variation, or each elevation,  
483 unless a model home exists that matches that variation/elevation.
- 484 2. The List Price should always accurately reflect the physical descriptions as detailed  
485 in the listing, i.e., if the listing indicates a fourth bedroom, which is a finished room  
486 over the garage, the List Price should not be the price for a three bedroom with an  
487 unfinished room over the garage. Extras should be either noted as extras or should  
488 be included in the List Price.
- 489 3. For sites selling lots only (no models), Firms are limited to no more than five (5)  
490 Master Model listings, using such criteria as price range, wooded, acreage,  
491 waterfront, etc. to differentiate between the listings.
- 492 4. New Construction listings with only one lot with various options for building may  
493 not be listed as a Master Model. For these listings, a specific lot address must be  
494 input Photos, renderings, sketches and/or drawings may be input to show the  
495 various models available for that property. Once the listing is marked "Pending",  
496 the images depicting models other than the model being built must be removed.  
497 These photos, renderings, etc. must be removed prior to marking the listing "Sold".  
498 Once the listing is marked "Sold", no changes may be made to the photos.

499 **ii. Procedures for Entering Master Model Listings:**

- 500 2. Listing Firm prepares a Property Data Input Form for the Master Model listing; this  
501 form should be signed by the Seller/Builder:
- 502 a. If the Master Model listing does not have an address, use the Builder's  
503 model name in the Address field.
- 504 b. For the Property Identification Number (PIN) field, use the property  
505 address or the Builder's model name.
- 506 c. Mark "Yes" for the Master Model field
- 507 d. Input the listing into REIN's System as usual.
- 508 e. The listing must be associated with a specific new construction subdivision.
- 509 3. Any changes to the Master Model List Price must be reported in REIN's System  
510 within two (2) business days of the change occurring (excluding weekends and  
511 federal holidays).
- 512 4. As individual sales occur, the Listing Firm must:
- 513 a. Prepare a Property Data Input Form with the specific address, legal  
514 description, and details pertinent to that specific property. The List Date  
515 will be the date of the contract, and the Expiration Date should be a few  
516 days after this List Date. The Seller's signature is not required on this form  
517 if there is a signed copy for the Master Model listing.
- 518 b. In the REIN System, make a copy of the Master Model listing, changing  
519 specific information to reflect the property being sold, and completing all  
520 required fields. Change the Status to PENDING, and save the listing with a  
521 new MLS #.
- 522 c. Repeat for each individual sale that occurs off the Master Model listing.
- 523 For as long as the Master Model listing remains active in the REIN System, all  
524 individual sales derived from this listing must be reported as they occur. A Master  
525 Model listing is not required to be removed after a phase has sold out, if another phase  
526 opens. In this case, the Listing Agent must update the Agent Remarks to reflect when

527 the next phase is scheduled to open. When the Master Model listing has served its  
528 purpose, the Listing Firm should withdraw it or report it as sold.

529 **21. Non-Qualifying Loans:**

530 Use NONQ (Non-qualifying) under the Seller Finance Options category as a searchable choice for non-  
531 qualifying loans. This code may be used in addition to the ASM (Assumption) option making it  
532 possible to search SLR FIN=ASM, NONQ. This field should ONLY be used for those listings that do  
533 not require the release of liability and/or substitution of eligibility.  
534

535 **22. Non-REIN Listing Agreement Addendum (NRLA):**

536 If the REIN Standard Listing Agreement is not used, the Listing Firm is then required to use the *Non-*  
537 *REIN Listing Agreement Addendum* (NRLA) signed by the Seller and Listing Agent. Bank owned  
538 properties are exempt from using this form.  
539

540 **23. Out-Dated Listing Information:**

541 Active listings in the REIN System occasionally contain outdated and/or invalid information.  
542 Continued citation of such information may create doubt as to the validity of the listing. Listing Agents  
543 should make every effort to update their listing data on a continuing basis. Failure to do so may result  
544 in a fine.  
545

546 **24. Out-of-Area Virginia, Out-of-Area North Carolina & All Other Out-of-Area States**

547 Out-of-area listings, when properly executed and meeting all other REIN listing criteria, may be input  
548 into the REIN System by Member Firms.  
549

550 **a. Out-of-Area Numbers:**

551 The appropriate “out-of-area” Area Number should be assigned for all out-of-area listings.  
552 Agents should use the city table for the City field, using OTHR if the city is not listed. If the  
553 subdivision is not listed in the Subdivision List, Listing Agents should use the appropriate “All  
554 Others” DIV subdivision number for that area. Out-of-area numbers are as follows:

555	51	Out-of-Area Virginia
556	290	Out-of-Area North Carolina
557	59	Out-of-Area All Others

558 **b. Agents Must Be Licensed for Out-of-State Listings:**

559 If a REIN Member wishes to place an out-of-state listing in REIN’s System, the Broker and/or  
560 Listing Agent must be licensed in the state in which the property is located. They are to include  
561 in Agent Remarks their license number and the state in which they have their license. The  
562 Listing Agent should also disclose in Agent Remarks that the Selling Agent must be licensed in  
563 the applicable state. The Listing Firm/Agent may offer a referral fee to Selling Agents not  
564 licensed in the state where the property is located. If a referral fee is offered, it may be disclosed  
565 in the Agent Remarks.

566 If a REIN Member/Licensee wishes to sell a REIN listing that is located in an out-of-area state,  
567 they too must be licensed to sell in that state. All REIN Members must follow the applicable  
568 laws and requirements for each state in which they list and sell properties, and may not cross  
569 state lines without proper licensing.

570 **c. Photos for Out-of-Area Listings:**

571 Listing Agent is responsible for obtaining and uploading photos for listings located outside the

572 coverage area. At least one (1) exterior photo is required for all listings located out-of-area, to  
573 be uploaded within two (2) business days of listing input. **Please refer to Paragraph C.2. of**  
574 **this Policies and Procedures Manual** for the full rules regarding photos for out-of-area listings.

575 **25. Owner's Name:**

576 Many city property transfer recordation departments lag behind in updating their property records,  
577 which makes it difficult for the Selling Agent to look up the current owner when writing a contract.  
578 Therefore, it is required that the correct Owner's Name(s) be input on all listings. The only exception to  
579 this requirement is for those listings that are Real Estate Owned (REO) or being sold as an Estate.

580 A REO property is defined as being owned by or sold through a bank, mortgage company, or being  
581 handled by a corporate buyout company. In those cases only, "REO" may be entered in the Owner's  
582 Name field.

583 If the property is being sold as part of an estate, "Estate of (Name)" may be entered in the Owner's  
584 Name field.

585 In situations where there are multiple owner names, REIN requires all persons with a deeded interest to  
586 sign the listing agreement and other required forms. However, space limitations within REIN's System  
587 may not leave room for everyone's name to be spelled out within the Owner's Name field. If there are  
588 more than two owner names, "ET AL" may be used at the end of the Owner's Name. For example,  
589 "John Smith, Mary Jones, ET AL".

590 Failure to enter the correct Owner's Name results in the following actions:

- 591 a. Listing Agent is immediately assessed a fine for "Failure to List or Inaccurate Owner  
592 Name".
- 593 b. A non-compliance notice is sent to the Listing Broker, with a copy sent to the Listing  
594 Agent; this notice requests correction of the violation, and that a copy of the corrected  
595 listing be submitted to REIN for verification by the deadline listed in the notice.
- 596 c. Failure to comply with the non-compliance request results in the assessment of an  
597 additional Non-Compliance fine.

598 **26. Ownership:**

599 This tabled data field is used to indicate the Ownership Type and to disclose whether the property falls  
600 under any of the Commonwealth of Virginia property acts:

601		
602	CONDO	If the property falls under the Condo Act (the Condominium Addendum to Purchase Agreement is required to be used and uploaded to the listing), the agent MUST list the ownership as CONDO.
603		
604		
605	COOP	If the property falls under the Co-Op Act (the Cooperative Interest Addendum to Purchase Agreement is required to be used and uploaded to the listing), the agent MUST list the ownership as COOP.
606		
607		
608	TIME	(Timeshare) If the property falls under the Timeshare Act (there is no special addendum), the agent MUST list the ownership as TIME.
609		
610		
611	SIMPLE	(Fee Simple only) If the property does not fall under any of the above three mentioned acts AND it is transferred as "fee simple," the agent MUST list the ownership as SIMPLE.
612		
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614		
615	BIZ	(Business Only) BIZ is reserved for sales of a business without the real estate.

616 LSEHLD (Leasehold) Leasehold is the right to hold or use property for a fixed period of time  
617 at a given price, without transfer of ownership and on the basis of a lease contract.  
618

619 Failure to correctly report the Ownership Type of the property may result in a fine.  
620

621 **27. Partial Entries:**

622 REIN requires that listing forms be completed in detail and with accurate data in all respects for entry  
623 into the REIN System. Every effort should be made by the Listing Agent at the time of executing a  
624 Listing Agreement to obtain all required data, particularly vital data relating to the financial aspects of  
625 the listed property.

626 The REIN System prevents listings that are missing required fields from being submitted. In addition,  
627 there are a number of fields that are not required, but are just as important to complete listing input.  
628 Listings may be partially input into the system and saved as incomplete to allow the Listing Agent time  
629 to obtain any missing information; however, all missing data must be obtained and provided promptly.  
630 The Listing Agent must complete all required fields and ensure the listing is submitted by the next  
631 business day of the List Date excluding weekends and federal holidays of the List Date.

632 Listings saved as incomplete will be assigned a temporary number and will not be visible to other users  
633 of the MLS system. Incomplete listings are temporarily stored for seven (7) consecutive days. If no  
634 modifications are made during that time, the incomplete listing will be automatically purged from the  
635 system.

636 *Please note:* The purge date displayed on an incomplete listing has no correlation to the List Date,  
637 which determines when a listing must be submitted to the MLS. While an incomplete listing can  
638 technically remain in the system for seven (7) days before it is purged, it is the responsibility of the  
639 Listing Agent to submit a complete listing within two (2) business days of the List Date (which  
640 indicates when the listing term starts, and is found on the Standard Listing Agreement).

641 **28. Parcel ID Number (PIN):**

642 REIN currently has property assessment records for multiple cities, including Norfolk, Virginia Beach,  
643 Chesapeake, Hampton, Suffolk, Portsmouth, Newport News, York, Accomack, Franklin City,  
644 Gloucester, James City, Northampton, Southampton, Surry, Williamsburg, Isle of Wight and New Kent  
645 in Virginia, as well as Currituck, Hertford, Perquimans, Dare, Gates and Pasquotank in North Carolina.  
646 Each property has their own city assigned Parcel ID Number (PIN). If available, the REIN System  
647 auto-populates the PIN and other pertinent property assessment information at time of listing input.  
648 Listing Input personnel should input the address of the property. The REIN System pulls the remaining  
649 information from the tax records for that city/county. If the PIN is not auto-populated, the Listing Input  
650 personnel should obtain and input the correct PIN. REIN staff monitors the PIN for accuracy.

651 For any property with an unknown Parcel Identification Number (PIN) being input into the system, the  
652 house number and street name of the property should be used.

653 Any Listing Agents and/or Listing Input personnel who repeatedly input an incorrect PIN may be  
654 required to attend listing input training.

655 **29. Principal and Managing Brokers Signing for Changes to Active Listing**  
656 **Agreement Contracts in Lieu of Owner(s) Signature:**

657 Many changes to active Listing Agreements require owner's approval, usually obtained in writing.  
658 Examples of such changes are price changes, Seller contributions, bonus to Selling Firm, personal  
659 property items to be added or deleted from the listing, lockbox usage which differs from terms  
660 previously approved, switching from an SAER to an LSEA listing, and vice versa, etc.

661 REIN's Board of Directors has authorized Member Firms and the REIN staff to process such changes  
662 routinely, without the owner's signature, provided that such changes are approved/signed by the  
663 Principal Broker (or if authorized by the Principal Broker, the Managing Broker) acting as "Agent for  
664 the Owner" in the space on the *Listing Change Form* provided for owner's signature, and with the  
665 provision in the next paragraph.  
666

667  
668 When such changes are so signed and input into the REIN System by Listing Firms or forwarded to  
669 REIN for input into the REIN System, REIN accepts/processes such changes on that basis and with  
670 assurance that the Principal Broker/Listing Firm has owner authorization for the change and is  
671 warranting the change and all of its ramifications to the extent and as though the change has been  
672 approved and signed by the owners. Should this processing basis not be acceptable to the Principal  
673 Broker/Listing Firm, such changes should contain the owner's signature before the change is introduced  
674 into the REIN System or is forwarded to REIN for processing.  
675

676 REIN's *Listing Change Form* contains equivalent wording of the above as an endorsement below the  
677 signature lines. In those instances, when the authorized Broker decides to sign such changes as "Agent  
678 for the Owner," rather than obtaining the owner's signature thereon, the change form, after being  
679 properly prepared, must be signed twice by the authorized Broker as follows:  
680

- 681 a. First, in the space reserved for owner's signature adding the words "Agent for the Owner,"  
682 and
- 683 b. Second, in the Broker Endorsement section, thus adopting and agreeing to abide by the  
684 cited endorsement.  
685

686  
687 **30. Properties Requiring Third Party Release or Approval:**

688 Properties listed in an active status and pending release or approval of a third party, must indicate the  
689 appropriate "Third Party" disclosure in the "Disclosure" category in the REIN System. Release of a  
690 third party should also be disclosed in Public Remarks to alert others of potential issues. Suggested  
691 language is "Subject to release or termination of a prior contract", "Subject to third party approval", etc.  
692 Situations that may require third party approval include, but are not limited to, short sale, REO,  
693 cooperative unit and release or termination.

694 As a reminder, in the event of a release or termination, in the Standard Listing Agreement, the paragraph  
695 titled "REPRESENTATIONS, WARRANTIES AND AGREEMENTS: Seller Representations" states:  
696 "Seller represents that Seller has the right to transfer the Property without obtaining the consent of  
697 approval of any other party, including without limitation, judgment creditors, lienholders, other lenders  
698 or any court, including a bankruptcy court or court having jurisdiction with respect to the distribution of  
699 material property."

700 Agents should consult their Broker or seek legal counsel if unsure as to whether the Property can be  
701 marketed based on the existence of a prior contract.

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### 31. Property Types:

The correct Property Type should be indicated on the Listing Agreement and the appropriate Property Data Input Form should be attached to the Agreement. The following criteria determine which Property Data Input Forms to use:

**Residential Detached & Residential Attached (PT 1/2):** Detached and Attached properties use the same Property Data Input Form. Please mark the appropriate Property Type on the form:

- **Residential Detached** is to be used for residential single family properties that are **completely** detached on all sides from any structure that is not included with the property. (Single Family detached condos are included in this Property Type.)
- **Residential Attached** is to be used for properties connected by a common wall, breezeway, garage, shed or any other common structure.

**Multifamily (PT3):** Use for an undivided lot with 2-4 attached units (Duplex, Triplex, Quadraplex). Intended for properties seeking residential financing. (Not for condo conversions.)

**Apartments (PT4):** Use for buildings with 5 or more apartment units, often a residential property secured through commercial or business financing. Verify property type through city zoning if needed.

**Commercial/Industrial (For Sale) (PT5):** Property must be currently zoned for office, commercial, business or industrial. If the property is zoned as residential, the property may not be listed as commercial. If “Business Only” being sold, use the Ownership Type “BIZ.”

**Commercial (Lease) (PT 5L):** Use if commercial property is for lease only.

**Land (PT6):** Use if the value of the land is greater than the improvements, however some farms with structures are listed as land.

**Rentals (PT 8):** Use for residential rental properties.

### 32. Public Remarks:

Public Remarks are viewable by consumers and may be displayed on third party, Broker Member and Licensee websites. Photos are also considered Public Remarks and must adhere to the same guidelines. Listing Agents, with Seller’s authorization, may use Public Remarks to provide additional physical features or marketing information with the following exceptions:

- a. It may not offer financial or other incentives dependent upon Buyer not engaging a Broker, which is contrary to REIN’s organizational purpose of “operating a means of cooperation among Members.” (REIN’s Articles of Incorporation; Article II)
- b. It may not contain any branding or contact information related to the Firm and/or Agent or Seller.
- c. It does not contain any URLs/websites.
- d. It does not contain any phone numbers.
- e. It does not violate any local, state or federal laws.

For New Construction properties, it is permissible to include incentives tied to the use of the builder’s mortgage or closing attorneys, all subject to federal and state regulations including but not limited to CRESPA.

753 Failure to comply results in deletion of any promotional or prohibited information and a fine assessed to  
754 the Listing Agent.  
755

756 **33. Release of Liability (ROL)/Substitution of Eligibility (SOE):**

757 All listings input into the REIN System which have FHA or VA loans are required to indicate whether  
758 the Seller and/or mortgage company require the release of liability AND whether the Seller requires  
759 substitution of eligibility on assumable VA loans. The Property Data Input Form provides the fields  
760 ROL and SOE for the Seller to indicate his/her release/substitution requirement.  
761

762 **34. Remarks Section of Data Input:**

763 There are two sets of Remarks: 500 characters for *Agent Remarks* which should contain information not  
764 for public distribution and 1,000 characters for *Public Remarks* that are used for the internet and the  
765 "Public" formats. Listing Agents/Firms are to ensure that descriptive remarks that are inserted in the  
766 "Remarks" section of the Property Data Input Forms conform to the number of data entry spaces shown  
767 to be available. The REIN System does not permit deviations from this space limitation. For listings  
768 submitted to REIN for input, the REIN staff inputs these "Remarks" as submitted and performs no local  
769 editing or abbreviating even though the "Remarks" may be incomplete upon completion of the entry.  
770 "Remarks" may be searched on the REIN System by selecting Public or Agent Remarks and entering  
771 "Public Remarks = xxx" or "Agent Remarks = xxx."  
772

773 **35. Rental Listings:**

774 Rental listings are required to be input into the REIN System. The following procedures apply to  
775 rental listings:

- 776 a. Rental listings input into the REIN System require a Broker Member to have a signed  
777 Property Management Agreement or an Exclusive Right to Rent. Virginia state law holds  
778 the Broker accountable for assuring that their agents are making proper agency disclosure  
779 with landlords and tenants.
- 780 b. Inputting seasonal/vacation/weekly rentals is optional. A Vacation/Seasonal or Short Term  
781 rental should be identified under "Lease Type".
- 782 c. Agent-Owned rental properties are encouraged to be input into the REIN System, but not  
783 required. If input, the listing must indicate "Owner/Agent" in the Disclosures (RNDISCL)  
784 category.
- 785 d. A *Rental Data Input* Form (PT8) is required to be used for each rental entered in the REIN  
786 System. The form must be signed by the Owner or the Broker/Agent on behalf of the  
787 Owner, per the Firm's policy.
- 788 e. Rental listings must be entered into the REIN System within two (2) business days of the  
789 property being marketed (excluding weekends and federal holidays). The marketing period  
790 begins when there is a signed *Rental Data Input* Form (PT8). The "List Date" is the date the  
791 rental is entered into the REIN System.
- 792 f. If the property is rented before or without marketing, the listing should be entered after it is  
793 rented for comparable purposes (and volume credit).
- 794 g. All rental listings require at least one (1) exterior photo of the home or property, and it must  
795 be uploaded within two (2) business days of listing input.
- 796 h. All applicable disclosures (R-AICUZ, METH, and R-LEAD) are required and are to be  
797 indicated on the *Rental Data Input* Form (PT8). State law indicates that applicable  
798 disclosures are required for rental listings where the dwelling is the primary residence of the  
799 tenant and for vacation rental listings if the rental term is greater than ninety (90) days.

- 800                    However, these disclosure forms are not required to be uploaded to the rental listing in the  
801                    REIN System.
- 802                    i.    Public Remarks are to be used to describe the property. Confidential information is not  
803                    permitted in this field. Agent and Firm contact information (including links to firm and  
804                    agent websites) are permitted in this field for rental listings only.
- 805                    j.    Compensation (a Finder’s Fee) is required and may not be zero. The Finder’s Fee amount is  
806                    determined by the Listing Firm and must be disclosed in the listing.
- 807                    k.    The Listing Firm agrees to abide by the Fair Housing Act in the advertisement of the rental  
808                    and leasing of the property.
- 809                    l.    Status changes (pending, withdrawn, etc.) must be recorded within two (2) business days.  
810                    “Pending” status is used for properties with an approved applicant, but no signed lease.  
811                    When the lease is signed, the property should be marked “Rented”.
- 812                    m.    Rented rentals must be reported as such as soon as possible, but no longer than five (5)  
813                    calendar days from the date the lease is signed. It is very important for history purposes to  
814                    indicate when the property has been Rented, including the final rent amount.
- 815                    n.    The use of Master Rental listings is acceptable for multi-unit properties. A Master is defined  
816                    as a representational structure to be used for exhibition. To use a Master Rental listing to  
817                    manage multi-unit properties follow the steps outlined in the **Master Model paragraph**  
818                    under **New Construction Listing Requirement** of this *Policies and Procedures Manual*.
- 819                    o.    Listing Firms whose clients wish to renew an existing lease can easily manage this by  
820                    copying the original rental listing, updating the Lease Type to “Renewed” (RNWD), and  
821                    updating any other pertinent information, such as rental price, property updates, etc.
- 822                           i.    For comp purposes, it is desired for properties that are re-rented by the same tenant  
823                           to be entered into the REIN System with each lease renewal, but it is not required.
- 824                           ii.   Multi-year leases that are automatically renewed each year are not required to be  
825                           input after the first year.
- 826                    p.    When copying a listing (as described for Master Model listings and lease renewals) the  
827                    photos do not transfer over. Photos must be re-uploaded to the new/copied listing. A  
828                    Listing Agent may reuse the photos from the original listing only if they took the pictures,  
829                    or have proper documented permission to use them. To do this, save a copy of the photos  
830                    from the original listing on your computer, then upload them to the new/copied listing per  
831                    the usual method.
- 832                    q.    Rental listings may be opted-out of web display (“Web Exclude” on the Property Data Input  
833                    Form).
- 834                    r.    Guidelines for showing, bringing a tenant, and earning a Finder’s Fee:
- 835                           i.    Showing Agent must contact the Property Manager or Listing Firm to confirm  
836                           availability of the listing.
- 837                           ii.   Showing Agent must show the property and leave a business card.
- 838                           iii.   An application and appropriate fees, as determined by the Listing Firm, must be  
839                           delivered to the Listing Firm. Showing Agents are to contact the Listing Firm to  
840                           verify the correct applications and method of payment of fees that are to be  
841                           collected.
- 842                           iv.   Acceptance or rejection of a rental application is solely at the discretion of the  
843                           Property Manager or Listing Firm.

844 OPTIONAL – REIN does have a *Rental Showing/Disclosure Form* that divulges the broker  
845 relationship between the Prospective Tenant and Showing Agent. For clarification, a completed  
846 copy of this form may be left with the business card, or submitted with the rental application.

847 **36. Seller Contribution (SLR CONT):**

848 The Seller Contribution field indicates the dollar amount the Seller is willing to offer a Buyer for  
849 closing costs and/or discount points. This amount is not intended to be used to pay for repairs or for  
850 other items. Agents may enter a dollar amount or “NEGO” if they want to indicate negotiability. Any  
851 change to Seller Contribution, “SLR CONTR”, should be made on the *Listing Change Form*, with the  
852 Seller(s)' signature(s), and/or other appropriate signatures (i.e. Broker, Managing Broker or Agent  
853 signing on behalf of the Seller).

854

855 **37. Settled Sales & Settled Price Reporting:**

856 a. Settled sales must be input into the MLS System by the Listing Firm within ten (10) consecutive  
857 days of settlement. The Selling Firm may report the sale to REIN. If neither Firm reports the settled  
858 sale, both Firms will be assessed a fine. However, if the Selling Firm reports and the Listing Firm  
859 does not process the listing as settled within the time frame, the Listing Firm will be assessed both  
860 the Listing and Selling Firm's fees.

861

862 b. Accurate settled price, closing date, selling firm, selling agent information, and buyer's name must  
863 be entered into the MLS System by the Listing Firm. The Selling Firm should check to make sure  
864 that their sales are being properly reported. Failure to comply with the reporting of accurate settled  
865 information will result in a fine to the Listing Agent.

866

867

868 REIN has developed four additional “**Tracking Fields**” that can be completed by the Listing Firm  
869 on a listing once it has sold. These fields are:

870

871

- 872 • Total Commission (TOTC)
- 873 • Referral (REFERRAL): This is a percentage field
- 874 • Buyer Source (BUYER\_SOURCE): This is a two-space field that allows the Listing  
875 Firm to create their own codes, i.e., A) Newspaper, B) Duty Call, etc.
- 876 • Listing Source (LISTING\_SOURCE): This is also a two-space field that allows the  
Listing Firm to create their own codes.

877 **38. Selling Firm Brokerage Fee Notice:**

878 Selling Firms/Agents should always complete a *Selling Firm Brokerage Fee Notice* (COM-1) prior to  
879 submission of a Purchase Agreement to the Listing Firm/Agent indicating the offer of compensation as  
880 disclosed in the "Selling Broker Fee" (SBC) data field for that listed property. The Buyer and Seller  
881 need not be given a copy of this form since it is between the Listing and Selling Firms/Agents. Upon  
882 ratification of the Purchase Agreement, the Listing Firm should complete the box at the bottom "For  
883 Settlement Purposes Only" indicating the total commission to be paid. Listing Firm should then submit  
884 this along with a copy of the Purchase Agreement, to the closing attorney. If there is an agreed upon  
885 commission adjustment between the Listing Firm and the Seller, the *Seller/Brokerage Fee Adjustment*  
886 *Agreement* (COM-2) should be completed and signed by the Listing Firm and the Seller.

887

888 **39. Showing Instructions:**

889 All listings must be available for showing by other REIN Members as soon as they are entered into the  
890 REIN System. Showing instructions such as “Do Not Show Until (future date)” or placing excessive  
891 limitations on when/how a listing can be shown are not permitted and may result in a fine. Examples of  
892 excessive limitations include but are not limited to “No showings until ratified contract”, “cannot enter  
893 the property”, or “drive by only”.

894 Agents may not enter a listing that is not readily available to be shown. Entering a listing and holding it  
895 until it is ready to be shown is against REIN rules and could result in a Pocket Listing Fine.  
896

897 **40. Signage:**

898 According to state law, for sale/lease signs placed on the property shall include but not be limited to the  
899 firm's name and the firm's primary or branch office telephone number.  
900

901 **41. Signature/Owner Status:**

902 REIN requires only those persons with a deeded interest to sign the listing. Spouses whose names do not  
903 appear on a deed are not required to sign the listing. Note, however, that some title companies may  
904 require a spouse's signature if there is evidence that the transaction is not a bona fide sale. Every person  
905 listed as a Seller is required to sign the Brokerage Agreement, Listing Agreement and Property Data  
906 Input Form. Due to space restrictions on the Property Data Input Form and in the computer, "ET AL"  
907 should be used at the end of the "owner's name" if there are more than two names. If the Seller is an  
908 entity (i.e. a business, trust, LLC, etc.), all documents must be signed with an individual person's name  
909 and that person's title in the entity next to the signature. An "entity" cannot sign a document; rather a  
910 "person" must sign on behalf of that entity. If it is an Estate sale and the Executor has the power to sell  
911 real estate, his signature and title is all that is necessary. If the Executor does not have the power to sell  
912 real estate, all the heirs with an interest (as per the Will) are required to sign. In such cases, the estate's  
913 name may be listed as the Seller's name and EST (Estate) in the Disclosure (DISCL) category must be  
914 indicated.  
915

916 **42. Signature Requirement on Withdrawal Agreement and Fall-Thru Reports:**

917 Principal or Managing Brokers are required to sign the *Withdrawal Form* and the Fall-Thru Report.  
918

919 **43. Square Feet:**

920 Square footage (SQFT) is a required field for listing input. Agents should use best efforts to calculate  
921 square feet as accurately as possible. Agents should not rely on the square footage reported on prior  
922 listings without verifying its accuracy. Appraisals, tax records or measurements may be used. REIN  
923 recommends that agents disclose the source from which they obtained the square footage in the Agent  
924 Remarks section of the Property Data Input Form.  
925

926 The SQFT value can never equal zero; however, the publishing of square footage in REIN's System  
927 should be interpreted as an approximate value only. Agents should always inform buyers that square  
928 footage is just an approximation. This notification that square footage is an approximation can also be  
929 found in the Consumer Disclosure Information Form (CDIF).  
930

931 **44. Subagency Not Offered:**

932 Listing Firms may choose not to offer a Subagency relationship with Selling Firms by noting this intent  
933 in the Agent Remarks section of the listing.  
934

935 **45. Subdivision (DIV) Numbers:**

936 Subdivision numbers (DIV code on Property Data Input Forms) are used in searches in the REIN  
937 System. The Subdivisions and correlating codes may be found on REIN's website, [www.reinmls.com](http://www.reinmls.com). If  
938 a subdivision number does not exist for a property about to be listed, the agent must assign the  
939 appropriate "All Others" division number. To request a new subdivision number, the following  
940 requirements apply:  
941

- 942 a. Written requests must be submitted including the city, area number, and platted subdivision  
943 name. The legally platted name determines the subdivision.  
944
- 945 b. The number of units in the subdivision must be included.

946 c. Written evidence showing city approval of the platted subdivision. This can be a letter, copy of  
947 the plat or other type of written information bearing city authorization.  
948

949 Subdivision requests are reviewed as soon as submitted. For Subdivision requests, it is very  
950 important that the correct area number is indicated. The Neighborhood Field on the Property  
951 Data Input Forms and in the REIN System indicates the site name, condo name or name other  
952 than the plat name. This is an alphanumeric field that allows any form of entry. Avoid  
953 abbreviations as they make searching more difficult.  
954

955 The Association Management Information on the Property Data Input Form for Residential Property  
956 Types provides the name of condo or homeowners association information to be displayed. The field  
957 allows for 60 characters to be used.  
958

959 Wrong subdivision names on listings result in inaccurate CMA's and statistics, and are misleading when  
960 displayed on real estate resources on the internet. In an effort to provide more accurate data to members,  
961 a fine is assessed to those listings input to the System that display an incorrect subdivision name. The  
962 Listing Agent has two (2) business days to bring the listing into compliance prior to being assessed a  
963 fine.  
964

965 **46. Third Party Listings:**

966 REIN accepts Third Party Listings (i.e., relocation companies). For clarification, the following  
967 procedures should be used for reporting Third Party Listings:  
968

969 a. The Agent Remarks section of the Property Data Input Form should indicate, "Seller reserves  
970 the right to sell to Third Party."  
971

972 b. If a Third-Party Listing is selected to be reviewed by REIN's Listings Department, the  
973 relocation agreement between the Seller and Relocation Firm need not be submitted along with  
974 the actual Listing Agreement and Property Data Input Form.  
975

976 c. When the Seller has turned the property over to the Relocation Firm, and if the property is to be  
977 re-listed, the relocation company's name should appear as the Seller.

978 The relocation company usually designates an agent within the Listing Firm to have the authority to sign  
979 the Listing Agreement and Property Data Input Form. The words "as agent for" MUST appear below the  
980 signatures of the agent as a title status.  
981

982 **47. Treat as Clear/Clear:**

983 The following loan status words may be used in the LOAN TYPE block on the Property Data Input  
984 Form:  
985

986 a. **CLEAR:** ONLY to be used when there are no loans against the property and the Seller owns  
987 the property outright.  
988

989 b. **TAC (TREAT AS CLEAR):** To be used when the Seller does not want to divulge the loan info,  
990 when there are no Assumable loans or when the Seller does not want their FHA or VA loan to  
991 be assumed.  
992

993 **48. Virtual Tour, Virtual Tour-3D and Aerial Drone Video:**

994 Four Input fields are available in the REIN System for uploading virtual tours:  
995

996 i. Branded virtual tour  
997

- 998 ii. Unbranded virtual tour
- 999 iii. 3D virtual tour
- 1000 iv. Aerial drone video

1001  
1002 With the exception of the Branded Virtual Tour field, all these fields must be unbranded,  
1003 meaning there may be no identifying information about the listing agent or firm.

1004  
1005 The Listing Agent must have copyright permission to use all tours posted to the REIN System.

1006  
1007

## 1008 **B. Listing Disclosure Requirements**

### 1009 **1. Agency Disclosure:**

#### 1010 **a. Agency List Type:**

1011 Every listing must indicate the type of agency the Listing Firm is providing the Seller by  
1012 indicating the code using the “List Type” on the Property Data Input Form. The  
1013 Commonwealth of Virginia recognizes three types of agency: Standard Agent or “SA” (full  
1014 service); Limited Service or “LS” (limited services); and Independent Contractor or “IC”  
1015 (contractual services). Additionally, there are two forms of listings accepted into the REIN  
1016 System: *Exclusive Right to Sell* (“ER”) and *Exclusive Agency* (“EA”). The difference between  
1017 the “ER” and the “EA” is found in the Brokerage Fee paragraph of the REIN Brokerage  
1018 Agreement. For “ER” listings, the Seller owes the Listing Firm a commission regardless of  
1019 whether the Seller sells the property themselves. For “EA” listings, the Seller owes the Listing  
1020 Firm a commission only for sales to “buyers shown the property by the Listing Firm or Selling  
1021 Firm.” Listings that appear in the REIN System by owners who wish to continue to try to sell  
1022 their own property while listed in REIN, and not pay a commission should they sell their  
1023 property on their own, must disclose the listing as an “EA” listing. REIN provides six (6)  
1024 different REIN Brokerage Agreements to be used with the Listing Agreement for the type  
1025 brokerage provided by the Listing Firm.

1026

- 1027 SAER (Standard Agent Exclusive Right to Sell)
- 1028 SAEA (Standard Agent Exclusive Agency)
- 1029 LSER (Limited Service Exclusive Right)
- 1030 LSEA (Limited Service Exclusive Agency)
- 1031 ICER (Independent Contractor Exclusive Right)
- 1032 ICEA (Independent Contractor Exclusive Agency)

1033

#### 1034 **b. Dual Agency:**

1035 Dual Agency occurs when a Listing Firm sells one of their own listings to a Buyer with  
1036 whom the Listing Firm has a Buyer Broker Agreement. This results in both the Buyer and  
1037 the Seller being “clients” of the Listing Firm. To help members conform to the state law  
1038 regarding the disclosure of Dual Agency to Buyers and Sellers, REIN provides the  
1039 *Disclosure of Dual Agency* or *Dual Representation* and *Disclosure of Designated Agency* or  
1040 *Representation* forms. Each firm has its own policy as to how to handle Dual Agency.  
1041 Agents who find themselves in a potential Dual Agency situation should immediately  
1042 consult their Broker on how to complete this form.

1043

### 1044 **2. Age Restricted Communities Disclosure:**

1045 There are federal and state Fair Housing regulations that govern age-restricted real estate communities.  
1046 More information is available on the HUD website or the Virginia Administrative Code 18VAC 135-50-  
1047 210 “Housing for older persons.”

1048

1049 REIN Brokers and Licensees are required to disclose any age related restrictions in a listing under the  
1050 “Disclosure” category on the Property Data Input Form. Currently, age restrictions are limited to 55+  
1051 and 62+. For communities that are for 62+, the correct Disclosure is “Senior Living 62+ Community.”  
1052 For communities that are for 55+, the correct Disclosure is “Active Adult 55+ Community.”  
1053

1054 **3. Military Air Installations/AICUZ Disclosure:**

1055 It is required that all applicable listings include the Noise Zone designator and the Accident Potential  
1056 Zone designator. Accident Potential Zone (APZ) designators may be different between cities. Virginia  
1057 Beach, Norfolk, Chesapeake and Hampton have definite AICUZ noise and/or Accident Potential Zone  
1058 designators. Areas outside AICUZ zones are considered to be in at least a Noise Zone -65.

1059 Chapter 7, § 55.1-704 of the Virginia Residential Property Disclosure Act states:

1060 “The owner of residential real property located in any locality in which a military air installation is  
1061 located shall disclose to the purchaser whether the subject parcel is located in a noise zone or accident  
1062 potential zone, or both, if so designated on the official zoning map by the locality in which the property  
1063 is located on a form provided by the Real Estate Board. Such disclosure shall state the specific noise  
1064 zone or accident potential zone, or both, in which the property is located according to the official zoning  
1065 map.”  
1066

1067 It is the agent’s responsibility to stay abreast of the noise and/or accident potential zones. Agents are  
1068 encouraged to contact the local military bases, airports or the zoning offices of the individual  
1069 municipalities for further information, or, consult the AICUZ or other maps that indicate the proper  
1070 classifications. To find related maps and info go to the City of Virginia Beach’s website  
1071 [www.vb.gov.com](http://www.vb.gov.com), search “aicuz”. You are directed to the following items:  
1072

1073 [APZ-1/Clear Zone Master Plan](#)

1074 [Air Installation Compatible Use Zones \(AICUZ\) Information](#)

1075 [Hampton Roads Joint Land Use Study \(JLUS\)](#)

1076 Since this is a disclosure form required by the Commonwealth of Virginia, Listing Agents are required  
1077 to upload this form and attach it to applicable listings in the REIN System within two (2) business days  
1078 of listing input. Listings identified as non-compliant have two (2) business days to come into  
1079 compliance. All documents that are required to be attached to a listing must be signed by the Seller to be  
1080 compliant. Non-compliance results in a fine.  
1081

1082 **4. Auction Listings:**

1083 Auction listings are permitted into the REIN System per the following rules:

- 1084 a. A valid Listing Agreement must exist. Agency must be defined.  
1085 b. For an auction listing, the property’s LIST TYPE field must = AUCTION, and all required  
1086 auction fields must be filled out:  
1087 i. AUCTION WEBSITE – Website address/URL for the auction company or  
1088 property  
1089 ii. AUCTION DATE – Date of the actual auction. The property must be available  
1090 to show prior to the auction.  
1091 iii. AUCTION BID TYPE – Live or Online.  
1092 iv. AUCTION EARLY OFFERS – Yes or No. Until the auction date, a property  
1093 must be open to an offer/sale by other REIN Members. Selling Firms may  
1094 submit their Buyer’s bid. The bid may be held until the date of the auction, or it  
1095 may be accepted prior to the auction, either way disclose this information in the  
1096 Agent Remarks.  
1097 v. AUCTION TYPE - Auctions listings will fall into one of the following four  
1098 categories:

- 1099 1. **Absolute Bid** – There is no minimum bid and the property will be sold  
1100 at auction regardless of the price.  
1101 2. **Disclosure Reserve Bid** – The Seller has established a minimum bid  
1102 for the sale of the property, and it may not necessarily be the listed price.  
1103 This minimum bid amount must be disclosed in the Agent Remarks.  
1104 3. **Reserve Bid** – The Seller has established a confidential minimum bid  
1105 that is not necessarily the listed price. (If a Seller is unable to accept  
1106 anything less than a full price offer before the impending auction, this  
1107 must be disclosed in Public Remarks.)  
1108 4. **Seller Confirmation** – There is no minimum bid. The highest bid  
1109 solicited is presented to the Seller who may or may not accept the bid  
1110 depending on their needs.
- 1111 vi. **AUCTION LIST PRICE VALUATION** – List price may reflect the assessed  
1112 value, or it may be determined by the Seller. It may also be the minimum  
1113 opening bid. Enter the List Price, and disclose the definition of the List Price  
1114 using this field.
- 1115 vii. **AUCTION BUYER PREMIUM** – If there is a Buyer’s Premium on the sale of  
1116 the auction listing, the amount must be disclosed in this field.
- 1117 viii. **AUCTION EXPLANATION TYPE** – Use this field to explain the reason for  
1118 the auction (i.e. Equitable Distribution, Bankruptcy, Relo, Estate, Court  
1119 mandated, Foreclosure, etc.).
- 1120 ix. **ACTION REQUIRED TO REPRESENT BIDDER** – Define how a REIN  
1121 Member can represent the Bidder (by attending the auction, submitting required  
1122 paperwork, registering online, providing a deposit, etc.)
- 1123 c. Compensation on the listing must be offered. The Selling Firm’s commission is not  
1124 deemed earned unless its Buyer’s bid is accepted.
- 1125 d. In the event that a fee, charge or hold on funds is a requirement for a buyer to  
1126 participate in the auction, the MLS field “Action Required to Represent a Bidder” shall  
1127 be selected upon listing input. Further clarification, if necessary, shall be placed in the  
1128 Public and/or Agent Remarks section of the listing.
- 1129 e. Upload any auction-related documents to the listing.
- 1130 f. The information in the listing must be maintained for accuracy.
- 1131 g. Selling Agents must be able to call the Listing Firm for specific terms, conditions, and  
1132 any additional buyer costs (if any) related to the auction.
- 1133 h. After an auction closes, the listing’s status must be updated to SOLD and indicate  
1134 AUCTION under the Terms section (as with closing cost assistance, Home Owners  
1135 Warranty, etc.). Include the final sale price.

- 1136 5. **Co-Brokerage Disclosure:**  
1137 Co-Brokerage listings are permitted in the REIN System provided that both firms are REIN members.  
1138 The listing will be represented by only one (1) Listing Firm. Only the Listing Firm represented on the  
1139 listing will receive credit on REIN’s monthly *Standings Report*. The Co-Brokerage Firm and Agent  
1140 must be referenced in the Agent Remarks. The Listing Firm may request (in writing) that REIN staff  
1141 add the Co-Brokerage Agent as Listing Agent 2 (LA2). Only one Firm sign permitted on the property.  
1142 Any compensation, commission or finder’s fee shall be negotiable between the Listing Firm, Co-  
1143 Brokerage Firm and their client(s).

1144 **6. Comp Sale Disclosure:**  
1145 REIN allows for the reporting of sales of unlisted properties for comparative and statistical purposes.  
1146 Member Firms and their agents wishing to report the sale of unlisted properties (COMP SALES) are  
1147 subject to the following rules:

- 1148
- 1149 a. It is optional to report such sales, but REIN strongly recommends their input into the REIN  
1150 System.
- 1151
- 1152 b. The Member Firm that chooses to report such sales must be the Selling Firm and must  
1153 complete the Property Data Input Form.
- 1154 i. The name of the Seller should be listed as Owner's name and the reporting firm must list  
1155 themselves as both the Listing and Selling Firm.
- 1156 ii. The Selling Agent must be a Non-Exempt Licensee and must have been involved in the  
1157 transaction.
- 1158 iii. The listing data is input into the REIN System ONLY AFTER SETTLEMENT but must be  
1159 added within thirty (30) days of settlement.
- 1160 iv. The reporting firm MUST process the listing as a new listing, as Pending and as Settled in  
1161 the same day to avoid any confusion about it being an active listing.
- 1162 v. Because REIN's listing input system does not allow backdating the List Date beyond thirty  
1163 (30) days, reporting firms may use any date within that 30-day period as the List Date.

1164

1165 c. The List Types for Comp Sale reporting are as follows:

- 1166 FB (FSBO sale)  
1167 HU (HUD foreclosure sale)  
1168 VA (VA foreclosure sale)  
1169 BP (building package)  
1170 BS (building soon – for pre-build, “interest list” or reservation type new construction)  
1171 BK (bank foreclosure sale)

1172

1173 \*Note: BP and BS listings may be entered as either Active or Comp Sale listings in the  
1174 REIN System.

1175

1176

1177 **7. Contingency Listings Disclosure:**

1178 Seller contingencies (i.e., sale subject to Seller finding home of choice, contingent on Seller receiving  
1179 transfer orders, court approval, board approval, bank/3<sup>rd</sup> party approval, etc.) are based on performance  
1180 by the Seller and not the Buyer. Therefore, Listing Firms are required to disclose such contingency in  
1181 the listing. A selection from the DISCL category of the Property Data Input Form must be made where  
1182 applicable AND the type of seller contingency must be indicated in Agent Remarks.

1183 The following DISCL codes are available:

1184	RELO	Third Party (subject to their approval)
1185	REO	Bank Repossessed (subject to bank approval)
1186	GOVT	Government Owned (subject to their approval)
1187	BDAP	Board Approval
1188	CALL	Call LA for other Disclosure restrictions (use for all other listings
1189		contingencies, etc.)
1190	COMP	Short/Comp Sale
1191	COURT	Court Approval

1192 **8. Contract Owner Listings Disclosure:**  
1193 A Member Firm with a ratified contract, with no contingencies, to purchase a property may list the  
1194 property for sale in the REIN System prior to closing on the property provided:

- 1195 a. the original listing is marked Pending in the MLS, and
- 1196 b. the Buyer/Seller is listed in the new listing as the “Contract” owner by indicating
- 1197 “Contract Owner” in the Disclosure category on the Property Data Input Form.

1198  
1199 If the Buyer only has an option to purchase, there are still contingencies on the property or the  
1200 property is not “pending” then such a property listing is not allowed to be listed with REIN.  
1201

1202 **9. Estate Disclosure:**  
1203 Listing Agents must disclose if the listing is being sold by an Estate by indicating Estate (EST) in the  
1204 Disclosure (DISCL) category.  
1205

1206 **10. Excluded Parties:**  
1207 Excluded parties in a listing are those parties (such as family members) that the property may be sold to  
1208 without the Seller being obligated to pay a commission. Exclusive listings with identified excluded  
1209 parties may be listed as an “Exclusive Right” (SAER, LRER, or ICER) listing type, with “Excluded  
1210 Parties” indicated under the Disclosure category of the Property Data Input Form. The names of the  
1211 excluded parties must be listed in the Agent Remarks for all list types.

1212 **11. Land Contract Disclosure:**  
1213 Some properties are sold using an installment or land contract in which a property is purchased using  
1214 seller financing vs. a mortgage through a mortgage lender. The Seller retains the title/deed to the  
1215 property in his name until the contract is paid in full. REIN requires disclosure of such land contract  
1216 transaction on new listings. Under the Disclosure category select Call For Other (CALL) and disclose  
1217 that the listing is a land contract in the Agent Remarks section.  
1218

1219 **12. Lead-Based Paint Disclosure & Upload Requirement:**  
1220 The Residential Lead-Based Paint Hazard Reduction Act of 1992 requires the disclosure of known  
1221 information on lead-based paint and lead-based paint hazards prior to the ratification of a contract for  
1222 sale or lease of housing built prior to 1978. Listing Agents must upload a signed *Disclosure of*  
1223 *Information on Lead-Based Paint and/or Lead-Based Paint Hazards* (LEAD-1) under the correct  
1224 disclosure title within two (2) business days of listing input into the REIN System. The Seller is required  
1225 to sign the disclosure before it is uploaded. Listings that are Government Owned (must be marked as  
1226 such under the Disclosures field) may be exempt from uploading a signed LEAD-1 at the time of listing  
1227 input only if a statement is added to Agent Remarks to the effect of “Contact Listing Agent for a signed  
1228 LEAD disclosure, which must be presented to a buyer prior to ratification of contract.” Failure to upload  
1229 the signed LEAD-1 in the time frame will result in the listing being withdrawn, or in the case of  
1230 government owned listings if the required statement is not added to Agent Remarks it will result in a  
1231 fine assessed to the listing agent, and possible progressive fines for continued non-compliance.

1232 **13. Occupancy Permit Zone Disclosure:**  
1233 Several Hampton Roads cities have implemented an Occupancy Permit program designed toward  
1234 mandatory rehabilitation of property at the point of transfer or change in tenant. REIN has established  
1235 OP (Occupancy Permit) under the "Disclosure" (DISCL) category on Property Data Input Forms 1, 2, 3,  
1236 4, 5 and 8 to indicate whether the property requires an occupancy permit. The various disclosures  
1237 appear on REIN’s System.

1238 Each city has established their own rules and circumstances for their Occupancy Permit Program, and  
1239 these rules may vary from city to city. Agents should confirm occupancy requirements for their  
1240 listing(s) with the appropriate city entity. For your convenience, below is a list of contact's effective  
1241 March 2016:

- 1242
- 1243 a. **Chesapeake:**  
1244 Rental Division of the Department of Inspections, 757-382-6378,  
1245 www.cityofchesapeake.net  
1246
- 1247 b. **Gloucester:**  
1248 Codes Compliance office, 804-693-2744, www.gloucester-ma.gov  
1249
- 1250 c. **Hampton:**  
1251 City of Hampton Customer Call Center, 757-728-2444, ask for Codes Compliance.  
1252 www.hampton.gov  
1253
- 1254 d. **Isle of Wight:**  
1255 County of Isle of Wight Inspections Office, 757-365-6213, [www.co.isle-of-wight.va.us](http://www.co.isle-of-wight.va.us)  
1256
- 1257 e. **James City County:**  
1258 Department of Code Compliance, 757-253-6626, www.jamescitycountyva.gov  
1259
- 1260 f. **Newport News:**  
1261 Zoning Coordinator, 757-926-8871, www.nnva.gov  
1262
- 1263 g. **Norfolk:**  
1264 Norfolk Development Service Center or the Planning Department at 757-664-4752.  
1265 [www.norfolk.gov/DocumentCenter/View/21361](http://www.norfolk.gov/DocumentCenter/View/21361)  
1266
- 1267 h. **Poquoson:**  
1268 Inspections Office, 757-868-3035, www.ci.poquoson.va.us  
1269
- 1270 i. **Portsmouth:**  
1271 City of Portsmouth, Building Permits and Inspections or Rental Inspections, 757-393-  
1272 8531, www.portsmouthva.gov  
1273
- 1274 j. **Smithfield:**  
1275 Town Manager Office, 757-365-4200  
1276
- 1277 k. **Suffolk:**  
1278 Department of Planning and Community Development, 757-514-4150, [www.suffolkva.us](http://www.suffolkva.us)  
1279
- 1280 l. **Virginia Beach:**  
1281 City of Virginia Beach Code Enforcement, 757-385-4211, www.vbgov.com  
1282
- 1283 m. **Williamsburg:**  
1284 Planning Department, 757-220-6130, or Codes Compliance Division, 757-220-6135,  
1285 www.williamsburgva.gov  
1286
- 1286 n. **York County:**  
Building Regulations office, 757-890-3522, www.yorkcounty.gov

1287 14. **Owner Agent Disclosure:**  
1288 The State of Virginia requires disclosure if the Seller has a real estate license. Indicate this by selecting  
1289 O/A-Owner/Agent in the Disclosure (DISCL) category.  
1290

1291 15. **Ownership Type Disclosure:**  
1292 This tabled data field is used to indicate the Ownership Type and to disclose whether the property falls  
1293 under any of the State of Virginia property acts:  
1294

1295 **CONDO** If the property falls under the Condo Act (the Condominium Addendum to Purchase  
1296 Agreement is required to be used and uploaded to the listing), the agent **MUST** list the  
1297 ownership as CONDO.  
1298

1299 **COOP** (Cooperative) If the property falls under the Co-Op Act (the Cooperative Interest  
1300 Addendum to Purchase Agreement is required to be used and uploaded to the listing), the  
1301 agent **MUST** list the ownership as COOP.  
1302

1303 **TIME** (Timeshare) If the property falls under the Timeshare Act (there is no special addendum),  
1304 the agent **MUST** list the ownership as TIME.  
1305

1306 **SIMPLE** (Fee Simple only) If the property does not fall under any of the above three mentioned  
1307 acts **AND** it transfers as "fee simple," the agent **MUST** list the ownership as SIMPLE.  
1308

1309 **BIZ** (Business Only) BIZ is reserved for sales of a business without the real estate.  
1310

1311 **LSEHLD** (Leasehold) Leasehold is the right to hold or use property for a fixed period of time at a  
1312 given price, without transfer of ownership and on the basis of a lease contract.  
1313

1314 Failure to correctly report the Ownership Type of the property may result in a fine.  
1315

1316 16. **Property Owners' Association Disclosure (POA):**

1317 Agents are required to disclose whether the property is part of a Property Owners' Association (POA).  
1318 POA must be indicated under the Disclosure category. The Property Owners' Association Addendum to  
1319 Purchase Agreement is required to be used and uploaded to the listing. For Residential Properties, use  
1320 the "MOPOA" block on the Property Data Input Form to indicate the monthly amount. Indicate the  
1321 dollar amount if the property is in an association or zero if not part of an association.  
1322

1323 17. **Required Upload of Disclosure Forms:**

1324 The following signed disclosure forms, mandated by the state or federal government, are required to be  
1325 uploaded individually under the correct document title to REIN's System:  
1326

1327 **DPOR** Residential Property Disclosure Statement (DPOR)

1328 **LEAD** (LEAD-1) (if applicable) Disclosure of Information of Lead-Based Paint and/or Lead  
1329 Based Paint Hazards

1330 **VREB – AICUZ** (if applicable)

1331 **VREB Septic Waiver** (if applicable)

1332 **VREB METH** – Disclosure for Residential Property Previously Used to Manufacture  
1333 Methamphetamine (if applicable)  
1334

1335 The accessibility of these documents reduces the liability to agents by complying with the Virginia  
1336 Residential Property Disclosure Act and the Residential Lead-Based Paint Hazard Reduction Act of  
1337 1992.  
1338

1339 The disclosure forms are to be uploaded individually under the correct disclosure title so they are easily  
1340 identifiable. Licensees are notified and reminded via the Data Checker system to upload any missing  
1341 documents.

1342  
1343 With the exception of LEAD-1, failure to upload/submit the required signed documents within two (2)  
1344 business days of listing input results in a fine. Continued non-compliance will result in a progressive  
1345 fine for every five (5) business days the violation is not corrected.

1346  
1347 The following addendums are required to be uploaded individually to the REIN System when  
1348 the property status requires it:

1349  
1350 **CO-OP-1** Cooperative Interest Addendum to Purchase Agreement (if applicable)  
1351 **CONRES-1** Condominium Resale Addendum to Purchase Agreement (if applicable)  
1352 **POA-1** Property Owners' Association Addendum to Purchase Agreement (if  
1353 applicable)  
1354

### 18. Sales Contingencies Disclosure:

1355 Fully ratified contingency contracts such as First Right of Refusal, Home Inspection, Lead Paint  
1356 contingencies and POA/CONDO are permitted to remain as active provided the type of contingency is  
1357 disclosed in the listing. Listing Firms are required to modify the contingency listing in the REIN  
1358 System within five (5) days of contract ratification, excluding weekends and Federal holidays, by  
1359 indicating the type of contract contingency. The **Contingency Category** field (CONT) is used to  
1360 disclose the type of contingency as follows:  
1361

1362  
1363 **FRR** Use if there is a First Right of Refusal clause included in the contract. If FRR is  
1364 added, the term of the First Right of Refusal is to be added to Agent Remarks by  
1365 annotating "XX HR FRR," where the "XX" represents the number of hours the  
1366 FRR is applicable.  
1367 **LEAD** Lead Inspection Contingency  
1368 **HOME** Home/EIFS Inspection Contingency  
1369 **CRT** Court Approval  
1370 **BDAP** Board Approval (typically with cooperatives)  
1371 **2 Day** 2 Day Kick out (typically used with FRR above)  
1372 **3 Day** 3 Day Kick out (typically used with FRR above)  
1373 **CALL** Call Listing Agent for Other Contingency  
1374 **POA/CONDO** POA and/or Condo Contingency  
1375 **3RDPA** Third Party Approval  
1376

1377 Firms must report the status change from Active to Pending within two (2) business days (excluding  
1378 weekends and federal holidays) when all contingencies are removed. Failure to report as Pending  
1379 may result in a fine.

### 19. Special Commission Arrangement (SCA):

1380 The Special Commission Arrangement field (SCA) on the Property Data Input Form is  
1381 used to disclose to cooperating Brokers that the Listing Firm has a special commission arrangement  
1382 with the Seller should the Listing Firm also be the Selling Firm. This data field is a Yes/No field with  
1383 "Yes" representing that there is a special commission arrangement.  
1384

1385 20. **“Unregistered” Condominium Disclosure:**  
1386 The policy of accepting listings for "unregistered" condominiums applies to those new  
1387 construction/conversion units for which formal application for registration, with supporting  
1388 documents, has been filed with VREB but has not yet been approved. Listing Firms submitting  
1389 “unregistered” condominiums are to ensure that the Property Data Input Form’s “Agent  
1390 Remarks” includes the following: “Condo registration filed with VREB, approval pending.”  
1391

## 1392 C. Photographs

### 1393 1. **Photo Guidelines:**

1394 The REIN System allows up to fifty (50) photos per listing. All photos are submitted to all REIN or  
1395 IDX authorized websites.

1396  
1397 All residential and rental listings entered into the REIN System **must have at least one (1) exterior**  
1398 **photo uploaded within two (2) business days of listing input.** Land and commercial listings are not  
1399 required to have a photo, though it is recommended. If only one photo is uploaded, the photo must be of  
1400 the home or property; photos of nearby amenities or subdivision/neighborhood signs are not permitted  
1401 as the only property photo. New construction listings may upload a rendering of the property, plat, or  
1402 floor plan.

1403 Photos uploaded to the MLS may not depict any agent or firm branding in any way, such as visible  
1404 signage in the yard or watermarks on the photos, this includes no agent or firm names, logos, phone  
1405 numbers, website addresses, etc. Listing photos may not contain superimposed text, images, graphic  
1406 overlays, avatars, emoji’s, etc. with the exception of arrows used to identify lots/properties in aerial  
1407 photos. Open House information may not be added to the photo itself. Listing Agents should use their  
1408 best judgement and discretion to ensure all photos depict the home’s features and do not focus on the  
1409 home’s current occupants or their personal/sensitive information. Stock photos depicting people are  
1410 strongly discouraged as they can be interpreted as a Fair Housing violation. Photos featuring children,  
1411 pets, and household valuables should be avoided.

1412 Any alterations or photoshopping to photos that misrepresent the property is prohibited (i.e. removing  
1413 power lines or towers, adding landscaping that does not exist, removing walls or electrical panels,  
1414 changing floor types, etc.) However, virtual staging of a home (digitally adding furniture, artwork, or  
1415 other personal property items) is allowed but must be disclosed in Public Remarks.

1416 Professional and stock photos are only permissible in the REIN System if the seller and listing firm have  
1417 legal rights to the image, and are able to transfer and assign all rights of ownership and copyright for the  
1418 image to REIN. Any professional or stock photos uploaded without proper copyright permission will be  
1419 removed from the MLS.

1420 Failure to obtain the proper copyright permissions may result in lawsuits and/or devastating fines from  
1421 the owner of the image.

1422 Listing photos and virtual tours may contain surveys, floor plans and plat maps along with images of  
1423 other documents deemed necessary to the visual description of the property.

1424 If the listing agent does not upload a photo within two (2) business days, on day three (3), REIN will  
1425 order one (1) exterior photo to be taken by a contracted photographer. REIN will upload the photo and  
1426 bill the Listing Agent for the service. If an Agent later uploads his or her own photo, he or she is still

1427 responsible for the service charge since services were rendered. Charges for this service are due fifteen  
1428 (15) days from the date of the invoice. If payment is not received, a late fee is assessed and all REIN  
1429 services are subject to suspension. The quality of all photos coordinated through REIN is “as-is” (time  
1430 of day, weather, visual blemishes). REIN does not retake photos.

1431 Duplicate photos are not permitted in the REIN System. Uploading the same photo multiple  
1432 times to a listing may result in the duplicates being removed by REIN or a fine as determined  
1433 by the Board of Directors.

1434 **2. Extended Service Area/Out-of-Area Photos:**

1435 Listing Agents must upload their own photos, or hire a photographer, for listings located outside the  
1436 coverage area. At least one (1) exterior photo is required for all listings located Out-of-Area, to be  
1437 uploaded within two (2) business days of listing input. Failure to upload a photo within this timeframe  
1438 results in a fine. Continued non-compliance results in progressive fines. The REIN contracted  
1439 photographer does not provide photos for Extended Service Areas or Out-of-Area listings. The REIN  
1440 contracted photographer only provides photos in the following areas: 11-48 (Norfolk, Portsmouth,  
1441 Chesapeake, and Virginia Beach); 61-64 (Suffolk and Smithfield); and 101-112 (Hampton, Newport  
1442 News, Lower End of York County, and Poquoson).

1443  
1444 **3. Photo Input Codes:**

1445 Indicate the appropriate Photo Code when completing the Property Data Input Form. Incorrect Photo  
1446 Codes may result in a wrong or unintended photo being taken along with related fees.  
1447 During listing input, select one of the following Photo Codes:

- 1448  
1449 1. Exterior Plus Extra Photos (Photographer Fees Apply)  
1450 2. Take Exterior Photo Only (REIN Fees Apply)  
1451 3. Land or Commercial Listing- No Photo Required  
1452 4. Listing Agent/Office Uploads Own Photos(s)

1453  
1454 **Explanation of Photo Codes**

1455  
1456 **a. Exterior Plus Extra Photos (Photographer Fees Apply):**

1457 REIN’s contracted photographer contacts the Listing Agent to coordinate a professional  
1458 exterior and interior photo shoot of the property. When complete, the photos are emailed to  
1459 the Listing Agent, or their admin staff, to be uploaded to the listing, within the required two  
1460 (2) business day timeframe. The photographer bills the Listing Agent directly for this  
1461 service. Even if an agent later uploads their own photo they are still responsible for payment  
1462 to the photographer since services were rendered.

1463  
1464 **b. Take Exterior Photo Only (REIN Fees Apply):**

1465 REIN sends a contracted photographer to take one (1) exterior photo of the listing. REIN  
1466 will upload the photo and bill the Listing Agent for the service. If an agent later uploads his  
1467 or her own photo, he or she is still responsible for the service charge since services were  
1468 rendered. Charges for this service are due fifteen (15) days from the date of the invoice. If  
1469 payment is not received, a late fee is assessed and all REIN services are subject to  
1470 suspension. If an agent selects this option but uploads his or her own photo before REIN  
1471 can upload the contracted photo, the photo that REIN uploads will still be added to the  
1472 listing.

1473 All photos taken by the contracted photographer are “As Is.” The Listing Agent should be  
1474 sure the Seller is prepared for the property to be photographed before submitting the listing  
1475 with this option selected. While the photographer will put forth best effort to take a quality  
1476 MLS photo, the photographer:

- 1477
- 1478
- 1479
- 1480
- 1481
- 1482
- 1483
- 1484
- will not remove items that obscure the property or clutter the yard (trash cans, cars, debris, bikes, toys, etc.)
  - will take the photograph regardless of weather conditions
- is not responsible for landscape preparation or any other issue that may impact the home's "curb appeal."

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c. **Land or Commercial Listing- No Photo Required:**

Photos for these two (2) property types are optional (exempt from the one (1) photo required rule). If the Listing Agent does not plan to have a photo for a land or commercial listing this option may be selected.

d. **Listing Agent/Office Uploads Own Photos(s):**

Photos taken by the agent can be uploaded at the time of listing input, or within the five (5) business day timeframe.

The Listing Agent receives a notice from REIN Data Checker on day three (3) if a photo has not yet been uploaded to the REIN System, as a reminder that they have only two (2) more days to upload a photo.

4. **Photo Formats:**

For optimal display, images are recommended to be saved in a .JPG format with a resolution of at least 1024 x 768 pixels in size. Images smaller or larger than this may result in errors during upload or may appear distorted.

5. **Misuse of a Prior Listing's Photos:**

Listing photos are only to be used on the listing in which it was originally submitted. The only two (2) exceptions are a property being relisted by the same Broker Firm submitting the original photos, or a Broker Firm receiving authorization from the owner of the photos to reuse on a new listing.

6. **New Construction Photos:**

Listing Firms may submit renderings or plats of new construction listings.

7. **Rental Photos:**

Rental photos are required.

8. **FSBO/Auction Photos:**

FSBO/Auction photos are required.

Note: The Policies and Procedures outlined in sections A, B and C of this document have been established for the most common listing situations. From time to time a unique situation not explicitly outlined in this document may arise. In the event such a situation arises, the REIN Listing Department may, at its discretion, enforce policies based on past precedents, industry experience and insight in order to maintain REIN's core principal of cooperation and compensation between members.

1522 **D. Training**

1523 REIN quarterly dues include MLS product training to Active Members, Agents, Administrative Staff, and  
1524 Appraisers. Training is offered frequently and covers a variety of subjects that encompass all of REIN’s  
1525 products and services, including listing input procedures, basic REIN System usage, contracts and forms  
1526 software, and other ancillary REIN services. Instruction is offered in several formats, including classroom  
1527 lectures, hands-on training, live and recorded webinars, as well as office visits. Information regarding class  
1528 dates and times can be found on [www.REINMLS.com](http://www.REINMLS.com). Registration is required. Members must be in Active  
1529 status with REIN, and in good standing, to attend training. Any other requests must be initiated by the  
1530 Broker and approved by REIN.

1531 Recorded tutorials are posted to [www.REINMLS.com](http://www.REINMLS.com) for members to view at their convenience. These  
1532 webinars can be found on the Training Tutorials page: <https://www.reinmls.com/training-webinars-tutorials>  
1533 .

1534 **Training Locations:** In-person training is offered at all 3 REIN locations. **Virginia Beach** – 4575 Bonney  
1535 Road, **Hampton** – 1001 N. Campus Pkwy (in the Virginia Peninsula Association of Realtors building), **Tri-**  
1536 **Cities** – 1040 University Blvd Suite 101. Complete addresses and driving directions can be found on  
1537 [www.REINMLS.com](http://www.REINMLS.com).  
1538  
1539

1540 **E. Contract and Forms Software**

1541  
1542 **Instanet Solutions:**

1543 Instanet Solutions is a complete transaction management system. The suite of products included as part  
1544 of Instanet Solutions are offered to REIN members as a General Member Service (at no additional  
1545 charge).  
1546

1547 **1. Instanet Forms:**

1548 Instanet Forms is an online forms program containing all REIN contracts and forms. Every Agent and  
1549 Broker in good standing has access to Instanet Forms.

- 1550 a. REIN forms in the Instanet library are always updated and current.
- 1551 b. Brokers have the option to obtain their own Firm custom forms library for a fee. Agents  
1552 should check with their Broker when seeking firm-specific forms. Brokers interested in  
1553 a custom forms library, or adding their firm logo to all REIN forms should contact  
1554 Instanet directly.
- 1555 c. **Issues regarding specific forms or contracts should be directed to REIN’s Contract**  
1556 **Specialist or the Sales Managers Advisory Committee (SMAC) at**  
1557 [SMAC@reininc.com](mailto:SMAC@reininc.com).  
1558

1559 **2. AuthentiSign:**

1560 AuthentiSign is an online, digital signing software that allows users to digitally and legally  
1561 sign documents from any computer or mobile device. AuthentiSign can be used as a standalone  
1562 product, or combined with Instanet Forms and Transaction Desk.  
1563

1564 **3. Transaction Desk:**

1565 **It is through Transaction Desk that members upload all required disclosures and other**  
1566 **documents to listings in the MLS** (*see paragraph B.17. Required Upload of Disclosure Forms*). In  
1567 addition to the document upload function, Transaction Desk features extensive collaboration and  
1568 sharing capabilities, unlimited online storage, and fax-to-PDF functionality. Transaction Desk,

1569 combined with AuthentiSign and Instanet Forms is a complete transaction management tool.

## 1570 **F. Billing & Payments**

### 1571 1572 **1. Licensee Fees:**

1573 Broker Members are responsible for all Licensee fees assessed to their Agents. These fees are assessed  
1574 to any Licensee whose license is active with the Broker Member's Firm and is so registered with DPOR.  
1575 REIN bills Licensees quarterly and monitors their Licensee fee account status on behalf of the Broker.  
1576 Quarterly fees are assessed and due the last day of the billing month.

### 1577 1578 **2. Ancillary Fees:**

1579 Ancillary fees are optional services or equipment available such as key leases, keyboxes, website  
1580 products, etc. Some of these services are billed immediately while others are billed quarterly. However,  
1581 unlike Licensee fees, the Broker Member is not responsible for unpaid ancillary fees.

### 1582 1583 **3. Billing of Listing Fees and Fines:**

1584 Listing-related fees and fines are billed directly to Agents, with the exception of certain fees, which are  
1585 billed to the Broker, as determined by REIN's Board of Directors.

### 1586 1587 **4. Billing Deadlines:**

1588 Quarterly Licensee Fees are due by the last day of the billing month, prior to the start of the quarter. For  
1589 example, quarterly licensee fees for the second quarter starting April 1 are due by March 31.

1590  
1591 Invoices for Listing Service Fees and/or Listing Fines and interim Quarterly Listing Fees are due fifteen  
1592 (15) days from the date of the invoice.

1593  
1594 All interim billing and Listing fees and fines unpaid by the designated due date indicated on the invoice  
1595 will result in a late fee and the suspension of all REIN services. Suspended accounts, once paid in full,  
1596 will be reactivated approximately 90 minutes after payment is processed between the hours of 8AM-  
1597 7PM.

### 1598 1599 **5. Delinquent Licensees:**

1600 Broker Members are responsible for all delinquent Licensee fees. REIN provides Broker Members a list  
1601 of unpaid Licensees and their fees prior to invoicing the firm. To avoid being held liable for the  
1602 delinquent Licensee fees, the Broker may opt to 1) pay for the delinquent Licensee, or 2) return the  
1603 delinquent Licensee's license back to DPOR prior to the designated due date.

1604 Broker Members have the capability of checking on their Licensees' REIN accounts online at any time.

### 1605 1606 **6. Returned Checks and Credit Card Charge Disputes:**

1607 A fee is assessed to any Member or Licensee whose check is returned to REIN for non-sufficient funds  
1608 (NSF), using a closed or wrong account, or any other reason.

1609  
1610 Returned check fees are assessed immediately and repayment is required upon notification. REIN  
1611 services are suspended until a successful payment is received for the total balance due. As a result of the  
1612 NSF, the account balance must be paid by money order or credit card only. All subsequent REIN  
1613 charges are required to be paid by money order or by credit card for a period of six (6) months from the  
1614 date of the check's return.

1615  
1616 A fee is assessed to any Member or Licensee whose credit card payment is disputed by the cardholder  
1617 and the cardholders account is credited as a result of the chargeback. REIN services are suspended until

1618 a successful payment is received for the total balance due. The card on file will be removed, if  
1619 applicable.  
1620

1621 **7. Paperless Billing Notifications:**

1622 REIN bills Licensees, Appraisers and Affiliates quarterly for their licensee fees, key services and when  
1623 applicable, website services. Additional expenses, such as equipment costs and listing fees/fines, are  
1624 invoiced to the Member's account as charges are accrued.  
1625

1626 Whenever an invoice is issued, REIN sends an email notification to the Member's email address on file  
1627 informing them of the recent charges, and instructing them to log into their account to review and pay  
1628 the invoice. Two billing email notifications are sent to the account holder's primary email address. The  
1629 first notification is sent when the account is invoiced. The second notice is sent two (2) to five (5)  
1630 business days before the due date.  
1631

1632 Members may print copies of invoices and receipts online. Under Account Balances click the "Pay  
1633 Now" button, then choose the History tab to access a three (3) year look back of invoices, adjustments  
1634 and payment receipts.  
1635

1636 **8. Payment Options:**

1637 REIN accepts the following forms of payment: **Check**, **Money Order**, or **Credit Card**. REIN does not  
1638 accept cash.

1639 Check and Money Order payments should be made payable to REIN and must include the REIN ID  
1640 number for each account for which you are submitting payment. Payments may be made at any of  
1641 REIN's three locations, or may be mailed to REIN, Attn: Accounting Department, 4575 Bonney Road,  
1642 Virginia Beach, VA 23462.  
1643

1644 Credit Card payments are accepted in person, by phone, or online. Members are able to upload credit  
1645 card information online, where they can opt to either store the card or sign up for AutoPay. By signing  
1646 up for AutoPay, Members are authorizing REIN to process their card as fees are assessed. REIN  
1647 accepts MasterCard, Visa, Discover, and American Express.  
1648

1649 Members can access their online REIN Account by logging on to REINmls.com, or within Matrix under  
1650 External Links, or by going directly to <https://mdweb.mmsi2.com/reinss/> and enter your REIN ID  
1651 number and the last four digits of your social security number.  
1652

1653 Principal and Managing Brokers may also review their offices' and Licensees' accounts via this website  
1654 choosing "Office" from the top menu bar, then "My Members Account". Principal Brokers may  
1655 designate administrative personnel to have access to this information on behalf of the Broker.  
1656

1657 **Please Note** – By prepaying for a year, some licensees may qualify to receive a discount equivalent to  
1658 one month's Licensee Fees. Contact REIN's Accounting Department for details.  
1659

1660 **9. Collections Policy:**

1661 REIN makes multiple attempts to collect on outstanding debt. However, REIN does reserve the right to  
1662 submit any unpaid fees to a collection agency. When sending fees to a collection agency, that agency  
1663 adds a collection fee(s) in addition to the outstanding REIN balance. The full collection amount  
1664 (outstanding REIN balance plus collection agency fee(s)) must be paid directly to the collection agency  
1665 before Licensee or Firm can reactivate services with REIN.

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**10. REIN-Issued Check Policy:**

REIN-issued check(s) that are outstanding six (6) months after issuance are voided. REIN makes multiple attempts to contact the payee about outstanding checks. Uncashed checks are issued to the Commonwealth of Virginia as unclaimed property.

**G. Administration**

**1. Broker Member/Firm Procedures:**

**a. New Principal Broker/Managing Broker Orientation:**

All new Principal and Managing Brokers are required to attend one of the next two New Broker Orientation classes after being named Principal or Managing Broker of a firm or office. Failure to attend this mandatory meeting within the aforementioned timeframe will result in a fee being assessed for each successive meeting that is missed.

Established Broker Members are welcome to attend this meeting periodically as a refresher.

**b. Firm Name Changes:**

**i. Stockholder Firm Name Change Procedure:**

1. Stockholder firms that have a corporate name change, while the Principal Broker remains the same, are required to complete the back of the stock certificate and return it to REIN and submit an *Application for Firm Corporate Name Change* for verification with the SCC and DPOR. A name change fee must be included with the application. The firm ID number remains the same and a new stock certificate is issued.
2. Stockholder firms that have a corporate name change and the Principal Broker is different are required to return the firm's stock certificate, along with a Firm Termination Request form for the original named firm. The new firm is required to complete the entire application process and pay all current application fees and is issued a new firm ID number.
3. No action is required when a stockholder firm changes ownership with no change to firm name and no change in Principal Broker.
4. If the name change is a "Trade As or DBA" change only and the corporate name is to remain the same, the firm must notify REIN in writing of this change. The stock certificate will remain in the corporate name.

**ii. Participant Firm Name Change Procedure:**

1. Participant firms that have a corporate name change, while the Principal Broker remains the same, are required to submit an *Application for Firm Corporate Name Change* for verification with SCC and DPOR. A name change fee must be included with the application. The Firm ID number remains the same.
2. Participant firms that have a corporate name change and whose Principal Broker has also changed, are treated as a new firm, and are required to submit a *Firm Termination*

1717 Request form for the original named firm, complete a new application and pay all  
1718 current application fees. A new firm ID is issued.  
1719

1720 3. If the name change is a “Trade As or DBA” change only and the corporate name is to  
1721 remain the same, the firm must notify REIN in writing of this change.  
1722

1723 **iii. Broker Firm Mergers/Acquisitions:**

1724  
1725 1. For purposes of statistics and firm standings reports, a firm that merges with or  
1726 acquires a firm will not have the two firms’ transaction counts combined until after the  
1727 date of the merger or acquisition. For example, if Firm A merges with, or acquires,  
1728 Firm B in October, each firm’s statistics and standings shall be calculated separately for  
1729 January through October. In November, after the firms become one entity, their  
1730 statistics and standing are calculated as one firm.  
1731

1732 **c. Firm Termination:**

1733 Broker Member may terminate firm membership with REIN by completing the *Firm*  
1734 *Termination Request* form. All REIN services and billing will be discontinued as of the  
1735 requested effective date. Effective date cannot be prior to the month request is received. The  
1736 Broker Member remains liable for all amounts due to REIN prior to the Firm termination date.  
1737 Firm terminations are reviewed by REIN’s Board of Directors at the next scheduled board  
1738 meeting.  
1739

1740 i. **Terminating Stockholder Firms:** A Stockholder Member Firm is required  
1741 to sell their share(s) of stock back to REIN at the current book value. Stock  
1742 may not be transferred to another firm. To initiate the repurchase of the share(s)  
1743 of stock, the following action is required:

- 1744 1. Submit the completed *Firm Termination Request* form
- 1745 2. Return Stock Certificates; if stock certificates are lost, an *Affidavit of Lost*  
1746 *Certificate and Agreement of Indemnity* must be completed, contact REIN to  
1747 request this form.
- 1748 3. Submit a list of Firm Licensees, with their REIN IDs, indicating whether the  
1749 Licensees are transferring to another REIN Member Firm. Licensees not  
1750 transferring will be changed to an inactive status effective on the Firm’s  
1751 termination date. Licensees not transferring must return any and all equipment  
1752 issued by REIN.
- 1753 4. Return to REIN any and all equipment issued to the Principal Broker.
- 1754 5. Submit a list of Firm listings to be transferred to another REIN Member Firm.  
1755 This list must be signed by both Principal Brokers.
- 1756 6. All stock repurchase checks are issued in the Firm’s corporate name to which  
1757 the stock was issued, not to the individual Principal Broker. No exceptions. It is  
1758 recommended that a business bank account is maintained in the firm’s  
1759 corporate name until the final disbursement of funds is complete.  
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1761 REIN shall have a period of ninety (90) days following receipt of notification to finalize  
1762 a Stockholder Firm’s termination. All fees owed by the Firm or the Principal Broker,  
1763 including replacement fees for unreturned equipment, will be deducted from the final  
1764 stock repurchase price.  
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1766 ii. **Terminating Participant Firms:** The following action is required of the  
1767 Participant Member to initiate Participant Firm termination:  
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1. Submit the completed *Firm Termination Request* form
  2. Submit a list of Firm Licensees, with their REIN IDs, indicating whether the Licensees are transferring to another REIN Member Firm. Licensees not transferring will be changed to an inactive status effective on the Firm’s termination date. Licensees not transferring must return any and all equipment issued by REIN.
  3. Return to REIN any and all equipment issued to the Principal Broker.
  4. Submit a list of Firm listings to be transferred to another REIN Member Firm. This list must be signed by both Principal Brokers.

1779 REIN shall have a period of thirty (30) days following receipt of notification to finalize a  
1780 Participant Firm’s termination. All fees owed by the Firm or the Principal Broker, including  
1781 replacement fees for unreturned equipment, will be deducted from any amounts due  
1782 Participant. Any refunds, if applicable, are issued in the Firm’s corporate name, not the  
1783 individual Principal Broker.  
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1785 Any payouts due to the Firm (stock repurchase, listing fees, etc.) will be made payable in the  
1786 Firm’s name as registered with the Department of Professional and Occupational Regulation.  
1787 Certain broker rebates or refunds are generated periodically and therefore may not be issued to  
1788 the Firm for up to 6 months after termination of services. It is in the Broker’s best interest not to  
1789 close the business account until such funds have been received and deposited.  
1790

1791 **d. Converting from One Membership Type to Another:**  
1792

1793 i. **Stockholder Member Converting to Participant Member:** REIN reserves the  
1794 right to limit the number of stocks purchased back from stockholder members each  
1795 year. Repurchase requests are handled on a first-come, first-serve basis and are subject  
1796 to approval by REIN’s Board of Directors. Refer to REIN’s Rules and Regulations. In  
1797 order to convert to a Participant Member, the stock certificate must be surrendered.  
1798 REIN will repurchase stock based on the above conditions. The current Participant join  
1799 fee, along with an administrative conversion fee, will be deducted from the monies due  
1800 back to the member firm.

1801 ii. **Participant Member Converting to Stockholder Member:**  
1802 **1. Participant Member Joining with Future Stockholder Membership**  
1803 **Option:** If a Broker Member opts to join REIN during the state mandated quiet period  
1804 as a “*Participant Member joining with Future Stockholder Membership Option*” the  
1805 Member is notified by REIN in writing when stock purchase becomes available. The  
1806 Member is offered the opportunity to purchase one (1) share of stock at the then-current  
1807 stock purchase price. The participant fee paid at the time of application is applied  
1808 toward the stock purchase price if acted on by a designated due date.  
1809 **2. Participant Member Only:** A Member who joined as a “*Participant Member*  
1810 *Only*” as defined on the membership application, and at a later date wishes to become a  
1811 Stockholder Member, is required to remit the then-full stock price for one (1) share of  
1812 stock. Additional stockholder documents are required in order to purchase stock.  
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1815 **e. Delinquent Broker Members/Firms:**  
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1817 i. **Stockholder Member Firm:**  
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- 1819 1. The first time a Stockholder Member becomes delinquent on their office bill,  
1820 the member is billed both delinquent and current fees.

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2. The second time, within a one-year period, the Broker must provide REIN with a credit card to keep on file for future payments and authorize it for use on all office bills as assessed.
  3. Failure to provide REIN with a credit card for payment results in the Firm's services being suspended, which also affects any Licensees assigned to the Firm.
  4. A declined credit card may result in the Firm's services being suspended.
  5. Any Stockholder Broker Member whose unpaid amounts are classified as delinquent shall be notified promptly in writing by REIN.
  6. REIN has the right, at any time, to apply any credits, rebates and/or fees due to the Broker Member to the total amount due REIN.
  7. Should any outstanding amounts remain after ten (10) days following the date of the notice from REIN, additional late fees are assessed and the delinquency is reported to REIN's Board of Directors.
  8. The Board of Directors reviews and approves terminations and the recall and repurchase of the REIN share(s) of stock (in accordance with the procedures set forth in REIN's Bylaws.)
  9. Upon termination, all delinquent fees, costs and charges are deducted from the stock repurchase price.
  10. REIN assesses a stock recall fee for the administrative costs associated with the termination of a delinquent firm. This fee is withheld from the stock repurchase price.
  11. Any delinquent account balances at termination will be forwarded to a collection agency.

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**ii. Participant Member Firm:**

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1. The first time a Participant Member becomes delinquent on their office bill, the member is billed both delinquent and current fees.
  2. The second time, within a one-year period, the Broker must provide REIN with a credit card to keep on file for future payments and authorize it for use on all office bills as assessed.
  3. Failure to provide REIN with a credit card for payment results in the Firm's services being suspended, which also affects any Licensees assigned to the Firm.
  4. A declined credit card may result in Firm's services being suspended.
  5. Any Participant Broker Member whose unpaid amounts are classified as delinquent shall be notified promptly in writing by REIN.
  6. REIN has the right at any time to apply any credits, rebates and/or fees due to the Broker Member to the total amount due REIN.
  7. Should any outstanding amounts remain after the ten (10) days following the date of the notice from REIN, additional late fees are assessed and the delinquency is reported to REIN's Board of Directors.
  8. The Board of Directors reviews and approves terminations.
  9. REIN's Board of Directors may initiate action to terminate the Broker Member services and participant membership. REIN assess the Broker Member Firm a Termination Fee.
  10. Any delinquent account balances at termination will be forwarded to a collection agency.

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**iii. Principal and Managing Broker Members (individual, not firm):**

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1. Brokers are required to participate in the Credit Card Auto-Pay program if their account becomes delinquent twice within a 12-month period.
2. If non-compliance issues arise (including administrative and billing) on the Broker Member’s individual account, REIN reserves the right to suspend the Firm services. REIN provides notice regarding the delinquency. If payment is not received by the due date, the termination procedure commences and the Firm’s delinquency will go before the Board of Directors for final termination review.

f. **Expired License:**

When the VREB lists the Firm as “EXPIRED”, REIN suspends the Firm’s services, impacting all Licenses assigned to the firm. REIN notifies the Firm in a certified letter, allowing thirty (30) days to correct and renew the license. Failure to resolve the license issue results in REIN initiating the termination of the Firm.

g. **Death:**

Upon the death of a Principal Broker REIN must be notified within 45 days as to the intentions of the Member Firm. In alignment with VREB regulations, REIN allows the firm 6 months to declare a new Principal Broker or the REIN account is terminated. REIN reviews the VREB reports weekly for a new Principal Broker. Current rules regarding delinquency in billing matters are followed.

h. **Rejoining:**

The Participant fee is waived for Brokers rejoining as Participant Members that left REIN within a one-year timeframe and left in good standing. The application fee is still required. All new membership fees must be paid for any rejoining member that left REIN more than one year prior, or left REIN not in good standing.

**2. Licensees/Affiliates:**

a. **Verification of Licensees:**

In order to verify a Member Firm’s roster of Licensees, a quarterly VREB report is run one month prior to each quarter’s billing date. Reports are run in November, February, May, and August. Brokers are responsible for the quarterly fees of ALL licensed Salespersons/Brokers (Licensees) registered under any and all offices that are registered with their Firms’ VREB license number. Licensees that are not listed in REIN’s database are assigned to the Firm. REIN’s Licensee billing is based on the status of the Firm registered with VREB.

Licensees appearing on the VREB report are automatically registered with the Member Firm. It is the responsibility of each Broker to report roster discrepancies to REIN within two (2) weeks of the date of the VREB report.

b. **Processing New and Transferred Licensees:**

i. New Licensee, Less Than 60 Days:

If the Licensee is newly licensed with the firm and does not have a REIN ID number and the Certification Date is less than sixty (60) days, the firm is required to submit the ACC-1a form and the Virginia Real Estate Board Activate/Transfer Application on the Licensee. The Licensee must take the REIN Agent Orientation class within sixty (60) days of the Certification Date. If the Agent Orientation is taken within sixty (60) days of the Certification Date, the Agent Orientation date becomes the date the Licensee

1922 becomes responsible for Quarterly License Fees forward. If the Licensee does not sign  
1923 up for the Agent Orientation within the sixty (60) days, the VREB Certification Date  
1924 becomes the date the Licensee is responsible for Quarterly License Fees forward.

1925 ii. New Licensee, Greater Than 60 Days:

1926  
1927 If the Licensee is newly licensed with the firm and does not have a REIN ID number  
1928 and the Certification Date is greater than sixty (60) days, the Licensee is added into the  
1929 REIN database with the JOIN DATE reflecting the Certification Date and the firm is  
1930 still required to submit the ACC-1a form and the Virginia Real Estate Board  
1931 Activate/Transfer Application on the Licensee. The Broker Member is responsible for  
1932 the prior months' and current Licensee fees starting from the Certification Date. The  
1933 Broker Member receives an invoice for this timeframe and is given two weeks to pay.  
1934 Once the invoice is generated, the Broker is not given a credit, even if the license is sent  
1935 back.

1936  
1937 iii. Transferred Licensees:

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1939 If the Licensee has a REIN ID number and is listed as active on the report, REIN  
1940 transfers the Licensee to the Firm, places the Licensee in the current quarterly billing  
1941 period, AND bills the Broker Firm for all prior months since the Licensee joined the  
1942 Firm, based on the VREB reported date.

1943  
1944 c. **Concurrent Licenses:**

1945 In accordance with VREB, Brokers with concurrent licenses may request an exemption from  
1946 Licensee fees under the following provisions:

- 1947 i. Licensee is active and paying Licensee Fees under at least one (1) Firm, and  
1948 ii. The Licensee is not the Principal/Managing Broker of the firm in which they are  
1949 requesting exemption, and  
1950 iii. The Licensee does not wish to have any REIN system access or listing capabilities  
1951 under the firm(s) in which they are requesting exemption.

1952 The exemption results in the Licensee being classified as "inactive" with the firm they are  
1953 requesting the exemption through, resulting in no access to the REIN System under that  
1954 exempted REIN ID.

1955 If the Licensee is eligible for exemption of REIN Licensee Fees, both the Licensee fees and the  
1956 Firm fees may be credited off of the account once the *Exemption of Licensee Fee Form* is  
1957 received and processed.

1958  
1959 d. **Access to REIN Services / I.D. Numbers and Passwords:**

1960 Approved and authorized Members, Appraisers, Affiliates, the Licensees and  
1961 Administrative Staff must use a unique ID and password to access the REIN System.  
1962 The REIN ID number (also referred to as the MLS Login ID number) is used for  
1963 membership identification and for tracking a user's Listing and/or Sales history in the  
1964 MLS. **IDs and passwords may not be shared with other individuals.**

1965  
1966 Unlicensed Personnel and Secondary Appraisers may obtain their own credentials to log  
1967 into the REIN System, but they may not log in using another's ID and password.  
1968

1969 New members will be given their REIN ID number and a temporary password at  
1970 REIN's New Agent Orientation. Next the user must go to [www.REINMLS.com](http://www.REINMLS.com), log in  
1971 with the provided credentials, and complete the Single Sign-On Enrollment to establish  
1972 a new password. The Single Sign-On credentials will allow users to access most of  
1973 REIN's services directly from [www.REINMLS.com](http://www.REINMLS.com) without additional log ins.  
1974

1975 e. **Identity Sharing Authorization for Licensed and Unlicensed Users**

1976 REIN will authorize a Licensee to share his/her identity with a **licensed partner** or  
1977 licensed team member. This allows the partner to access the REIN System, on behalf of  
1978 the Licensee ("identity share"). To register, the *Identity Sharing Authorization for*  
1979 *Licensed User* (ISA) form is required.

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1981 Licensees with **unlicensed** assistants needing individual access to the REIN System  
1982 must complete and submit the *Unlicensed Assistant Application and ID Assignment*  
1983 (Acc-1a) form. This provides a unique ID/Password for the assistant. The Application  
1984 fee and Quarterly fees are invoiced to the Licensee for unlicensed assistants who are  
1985 authorized with this individual access.  
1986

1987 Unlicensed assistants may also gain access via identity sharing, assuming the Licensee's  
1988 identity. *The Unlicensed Assistant Application and ID Assignment (Acc1a)* form are  
1989 required. Principal and/or Managing Broker must sign all forms giving authorization for  
1990 identity sharing.

1991 **Notice:** Identity Sharing does not require or imply the sharing of IDs and passwords.  
1992 IDs and passwords may not be shared with others. Identity Sharing is an administrative  
1993 function based on individual users' unique IDs.

1994 **H. Keybox System**

1995 Real Estate Information Network Inc. (REIN) administers the XpressKEY, eKEY Basic, eKEY Professional  
1996 and iBox BTLE Keyboxes and KIM Computer System for the benefit of its Members and Appraisers. These  
1997 policies and procedures have been accepted and approved by REIN and may be amended and/or revised from  
1998 time-to-time.

1999 **1. Definitions**

- 2000 a. "Associate" is a licensed Real Estate Agent or licensed Appraiser who is associated with a REIN  
2001 Member Firm in good standing.
- 2002 b. "Key" is the XpressKEY or eKEY Basic or eKEY Professional.
- 2003 c. "Keybox" is the Supra iBox BTLE.
- 2004 d. "Keyholder" is a Member Broker or Appraiser in good standing, a licensed Real Estate Agent or  
2005 Appraiser under the supervision of a Member Broker or Appraiser in good standing, or an  
2006 unlicensed assistant with Broker authority who enters into a Lease Agreement.
- 2007 e. "KIM" is the Keybox Information Manager computer system.
- 2008 f. "Lease Agreement" or "Lease" is the Keyholder Sub-Lease/License Agreement for Supra  
2009 Key/Keybox System.
- 2010 g. "Limited Access Key Service" is key service available to an unlicensed assistant with Broker's  
2011 permission, who is associated with a REIN Member Firm in good standing. Service allows access to  
2012 keybox access with use of an additional code obtained from the Listing Agent for purpose of  
2013 assisting a licensed keyholder.
- 2014 h. "Listing Input System" means REIN's MLS Computer System.

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- i. "Single Access" is when a REIN keyholder authorizes and issues a one-time access code to a non-REIN member for a keybox located on one of their listings. The Single Access code may only be issued to active, licensed real estate agents.
  - j. "PIN" is the Personal Identification Number assigned to a Key.
  - k. "Policies" or "Policies and Procedures" are these XpressKEY, eKEY Basic, eKEY Professional, iBox BLTE Keyboxes and KIM System Policies and Procedures.
  - l. "Principal" is the Principal Broker or Principal Appraiser of a REIN Member Firm in good standing.
  - m. "Products" and "Equipment" mean the electronic Keys, and Keyboxes leased to the Keyholder.
  - n. "Quarterly System Fee" is the quarterly rent for the lease and use of the equipment, network and software.
  - o. "REIN" is Real Estate Information Network, Inc.
  - p. "REIN Member", "Member" or "Member Firm" refers to a Member of REIN in good standing (as defined in REIN's Bylaws).
  - q. "Rules and Regulations" are the rules and regulations of REIN.
  - r. "Services" and "Network" mean the equipment, software and support provided by Supra.
  - s. "Software" means SupraWeb, KIMVoice, SupraNet, programming code embedded in the product that enables it to function and object code version of computer programs.
  - t. "Supra" is Supra Products, a division of UTC Fire & Security Americas Corporation, Inc. who has granted a license to REIN to use the Keybox System software.
  - u. "SupraWEB" is a secure website for real estate agents and office brokers to manage their Supra accounts, showing activity and keybox inventory.
  - v. "Transfer Form" is the Addendum to Lease Agreement iBox BTLE Transfer Form.
  - w. "User Guide" is Supra's online XpressKEY and/or eKEY User Guide.
  - x. "UTCFS" is UTC Fire & Security Americas Corporation, Inc. who has granted a license to REIN to use the Keybox System products, software and services.

## 2041 **2. Policies**

2042 The Policies governing the Service are as follows:

2043 The Service is approved by REIN's Board of Directors to be used with properties listed  
2044 in the REIN System and located in REIN's Primary or Extended Service Areas. No other lockbox or  
2045 keysafe system may be used in connection with properties listed solely in the REIN System unless  
2046 approved by REIN's Board of Directors. Other MLS/Association Keybox Systems including Virginia  
2047 Peninsula Association (VPAR), Williamsburg Association, Chesapeake Bay and Rivers Association,  
2048 Albemarle Area Association, Eastern Shore Association and Richmond Association of REALTORS are  
2049 approved for use on listings that are submitted to both REIN and to the other MLS/Association.

2050  
2051 Upon execution of a Lease Agreement and payment of the Quarterly System Fee, the  
2052 Keyholder agrees to observe and perform all the terms and conditions of the Lease Agreement, the User  
2053 Guide, the Rules and Regulations and these Policies.

2054 The Keyholder's breach or violation of any of the terms and conditions of the Lease Agreement, the  
2055 User Guide, the Rules and Regulations or these Policies constitutes grounds for termination of the Lease  
2056 Agreement, imposition of costs, charges and liquidated damages and suspension of Keyholder's access  
2057 to, and use of, the Service, REIN System and all other REIN services.

### 2058 a. **Receipt of Key, PIN and Keyboxes**

- 2059 i. REIN leases Keys and Keyboxes to Keyholders at the then applicable Key  
2060 Activation and Quarterly System Fee.

- 2061 ii. REIN requires that each Keyholder receive the appropriate instructional  
2062 training before a Key, PIN and Keyboxes are assigned to such Keyholder.  
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- b. Authorization/Use**
- Upon execution of the Lease Agreement, Keyholder is granted a revocable non-exclusive sub-license to use the Key and Keyboxes in connection with Keyholder's normal and customary real estate activities.
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- Each Keyholder must secure written authorization from the owner of property listed for sale or rent for the installation and use of a Keybox on such property. The Keyholder shall disclose to the property owner that the Keybox is not designed or intended as a security service or device.
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- Keyholder acknowledges that neither the Service, the Keyboxes nor the Key, nor any other Supra product used in connection with the Service is a security system and that the Service is a marketing convenience key control system, and as such, any loss of Keys or disclosure of PIN compromises the integrity of the Service and each Keyholder agrees that he/she will use his/her best efforts to ensure the confidentiality and integrity of all components of the Service.
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- A Keyholder shall use the Key only for the purpose of gaining entry into real property on which a Keybox has been placed. Keyholder shall warrant and represent that he/she shall use the Service only for business or commercial purposes.
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- Keyholders may not place any marks, labels or otherwise cause damage to the Key or Keyboxes. To do so may result in replacement charges being assessed to the Keyholder.
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- Keyholder may not advertise in any format other than in the REIN System the availability of a Keybox on listed property.
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- Keyholders may not share with others a Call Before Showing (CBS) code or any other instructions to gain access to a property provided to them by the listing agent. Only the listing agent or authorized personnel within the listing firm may provide this information to individuals seeking to gain access to a property.
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- c. Quarterly System Fee/Key Activation Fee**
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- i. A Quarterly System Fee, as determined by REIN's Board of Directors, shall be payable by each Keyholder. Billing notification is sent to each Keyholder at the primary email address on file. It is the Keyholder's responsibility to make timely payment. Quarterly System Fees must be paid by the last day of the month prior to the beginning of each consecutive quarter. Failure of REIN to notify or invoice Keyholder for the Quarterly System Fee shall not relieve Keyholder of its obligation to pay the Quarterly System Fee when due and payable pursuant to the Lease Agreement. Failure to pay the Quarterly System Fee when due results in the assessment of a late fee and possible suspension / termination of service as well as all other REIN services.
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- ii. A Key Activation Fee is charged to all Keyholders entering into a new Lease Agreement.
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- d. Termination/Revocation of Key and Keybox Service**
- Use of the Key/Keyboxes shall be revoked by deactivating the Key, and Keyholder's rights under the Lease Agreement shall terminate upon the happening of any of the following events:
- i. Requesting REIN to terminate key service. Keyholder may terminate the

- 2108 Lease Agreement at any time by: 1) returning to REIN the XpressKEY, or  
2109 2) requesting deactivation of the eKEY service in writing.
- 2110 ii. All assigned keyboxes must be returned at the time of termination in good  
2111 working order. Any lost or damaged keyboxes are subject to replacement  
2112 fees.
- 2113 iii. Keyholder must pay any delinquent fees at the time of Lease termination.  
2114 Any unused portion of any fee for use of the service previously paid shall be  
2115 forfeited by Keyholder unless REIN, at its option, offers a refund.
- 2116 iv. Keyholder ceasing to be directly affiliated with a Member Firm (not an  
2117 affiliated entity of a Member Firm).
- 2118 v. Failure of Keyholder to perform in accordance with any or all of the terms  
2119 and conditions set forth in the Lease Agreement or any other agreements  
2120 with REIN.
- 2121 vi. Failure of Keyholder to observe any of the Rules and Regulations or these  
2122 Policies.
- 2123 vii. Notification from REIN to Keyholder that the Service is being changed or  
2124 discontinued.
- 2125
- 2126 e. **Refund Program**
- 2127 If a Keyholder terminates his/her Lease Agreement, REIN's Board of Directors, at its sole  
2128 option may offer a refund to Keyholder.
- 2129
- 2130 f. **Security of Key/Keyholder Responsibility**
- 2131 Each Keyholder acknowledges that the observance of all agreements with REIN's Rules and  
2132 Regulations and these Policies are essential to maintaining the security of the Service and to  
2133 prevent its unauthorized use by others. Each Keyholder is also required:
- 2134
- 2135 i. To keep the Key in the Keyholder's possession or in a safe place at all times  
2136 and at all times to be accountable to REIN for the Key.
- 2137 ii. Not to disclose or to make readily available to any third party the  
2138 Keyholder's PIN.
- 2139 iii. Not to allow the Keyholder's PIN to be displayed on, attached to, or stored  
2140 with the Key.
- 2141 iv. Not to loan the Key to any person or entity for any purpose whatsoever or to  
2142 permit the Key to be used by any other person or entity whatsoever, whether  
2143 or not such other person is a Real Estate Broker or Licensee.
- 2144 v. Not to assign, transfer or pledge the Lease Agreement.
- 2145 vi. To notify REIN within five (5) business days, excluding weekends and  
2146 Federal holidays, by telephone and in writing of the loss or theft of the Key  
2147 and the circumstances surrounding such loss or theft. Keyholder is responsible for  
2148 current Replacement Fees
- 2149 vii. To notify REIN within two (2) business days, excluding weekends and  
2150 Federal holidays, of any changes in Keyholder's company/firm affiliation or  
2151 termination, or change in status.
- 2152
- 2153 g. **Emergency Use of Principal's or Managing Broker's Key**
- 2154 If a Keyholder loses his/her Key or the Key ceases to operate during weekend or non-  
2155 business hours, the Principal or Managing Broker of Keyholder's Member Firm, at his/her  
2156 discretion, may loan his/her Key to the Keyholder.

2157 Within two (2) business days, excluding weekends and Federal holidays, after such use, the  
2158 Principal or Managing Broker must come in to a REIN office with his/her Key and sign a  
2159 statement outlining the circumstances for the loan of the Key. The Principal's or Managing  
2160 Broker's PIN is reprogrammed at that time without charge.

2161  
2162 **h. Inspection of Key/Keyboxes**  
2163 Upon receipt of written notice from REIN, a Keyholder shall submit his/her Key/Keybox  
2164 for inspection at a REIN office. The Key/Keybox shall be deemed lost if a Keyholder  
2165 fails or refuses such request or is unable to demonstrate that the Key/Keybox is within the  
2166 Keyholder's physical control and possession. Failure to submit the Key/Keybox for  
2167 inspection subjects Keyholder to replacement fees and suspension of Keyholder's access  
2168 to, and use of, the Service, REIN System and all other REIN Services. Keys which are  
2169 deemed lost are deactivated and Keyholder is subject to the terms outlined in these  
2170 procedures.

2171 **i Risk of Loss / Return of Equipment**

2172 1. Keyholder assumes all risk of loss, damage or destruction to the equipment  
2173 from the date of delivery until the date the equipment is returned to REIN.  
2174 Keyholder shall promptly notify REIN or its designee if any such loss  
2175 occurs. No loss, damage or destruction to the Equipment or any component  
2176 of the Service shall relieve Keyholder of any obligation under the Lease  
2177 Agreement including any liquidated damages.

2178 2. At the termination of the Lease or the expiration of the Term, Keyholder, at his/her  
2179 expense, shall immediately return to REIN or its designee, all of the Equipment  
2180 with all Software and other components of the Service which have been leased to  
2181 Keyholder, in good condition, repair and working order. Reasonable wear and tear  
2182 of the equipment is expected.

2183  
2184 **j. Maximum Number of Keyboxes/Authorization Letters**

2185 Keyholders are provided a Keybox for every active listing, pending listing (with an off  
2186 market date within ninety (90) days prior to Keyholder's request for a Keybox) and every  
2187 rental listing which is listed in the REIN System and which shows the Keyholder as the  
2188 primary Listing Agent and which also indicates there is a REIN Keybox on the property.

2189 To obtain a keybox:

- 2190 • Listing Agents may appear in person to obtain Keyboxes or send their assistants with a  
2191 signed authorization form. REIN staff verifies eligibility prior to issuance.  
2192 • Listing Agents with signed Listing Agreements that have not been entered into the  
2193 REIN System may also obtain Keyboxes no more than two (2) business days prior to  
2194 the listing term date provided they bring a copy of the Listing Agreement to REIN.  
2195 • Listing Agents may obtain Keyboxes from any REIN office, or from another  
2196 Keyholder, provided the provisions of Transfer Rights section H.2.k below are fully  
2197 satisfied.

2198 Keyboxes that have been purchased are not counted when determining total number of  
2199 authorized keyboxes to be provided by REIN for eligible listings.

2200

- 2201 **k. Transfer Rights**  
2202 A Keyholder may transfer any of his/her assigned Keyboxes to another licensed real estate  
2203 agent, provided:
- 2204 i. That agent is a licensed real estate Broker or Salesperson who is affiliated with a  
2205 REIN Broker Member in good standing;
- 2206 ii. That agent has executed a Keyholder Lease Agreement with REIN;
- 2207 iii. That a completed Transfer Form is submitted to REIN within two (2) business days,  
2208 excluding weekends and Federal holidays, listing among other things the serial  
2209 numbers of Keyboxes being transferred.
- 2210 iv. The Listing Agent is eligible for a keybox being transferred as provided in section  
2211 H.2.j. above.

2212  
2213 **l. Recall/Audit of Keyboxes**  
2214 To ensure that an adequate inventory of Keyboxes is maintained, REIN may conduct Keybox  
2215 inventory audits, for the purpose of recalling Keyboxes that exceed the maximum number of  
2216 Keyboxes as outlined in Paragraph H.2.j. above, or for any other reason deemed necessary by  
2217 REIN's Board of Directors. Keyholders who have Keyboxes in excess are given notice to return  
2218 a specified number of Keyboxes by a specified date. Failure to return the requested Keyboxes or  
2219 if applicable, submit a Keybox Transfer Form for transferred boxes as outlined in paragraph  
2220 H.2.k. above, subjects the Keyholder to Keybox replacement fees, administrative fees and other  
2221 charges including collection procedures.

2222 Not all recall events are conducted the same as they reflect business needs and changes at the  
2223 time of the event.

2224  
2225 **m. Placement of Keyboxes on Properties**  
2226 When placing a Keybox on a property, it is the Keyholder's responsibility to install the Keybox  
2227 in a manner that does not damage the Keybox or property, allows for the proper function of the  
2228 Keybox (i.e. the key container and shackle can be opened completely), and with enough space to  
2229 insert bolt cutters for emergency removal should the Keybox become disabled. If a REIN  
2230 Contractor is unable to remove a disabled Keybox due to the placement/positioning of the  
2231 Keybox by the Keyholder, the Keyholder will be responsible for all applicable retrieval and  
2232 replacement fees.  
2233 Do not place Keyboxes on utility fixtures such as gas or water meters, electric boxes, or other  
2234 utility lines. Doing so poses a safety concern and could cause damage to a property. Any REIN  
2235 Contractor dispatched to remove a disabled Keybox will NOT remove it if attached to a utility  
2236 fixture, and the Keyholder will be responsible for all resulting retrieval and replacement fees for  
2237 that Keybox.

- 2238 Tips:
- 2239 • Hang Keybox with plenty of space ABOVE, BELOW & ON BOTH SIDES of the
  - 2240 Keybox. Do not hang in tight spaces, with any sides right up against walls or objects.
  - 2241 • Avoid high spots such as porch lights or tree branches – they are difficult to reach and
  - 2242 pose awkward angles that interfere with the infrared signals required with XpressKEYs.

- 2243
- 2244
- 2245
- 2246
- 2247
- Remove keyrings, tags, rubber bands or other devices from keys before inserting in the key container; only insert unfettered keys and/or credit card shaped access cards in the key container.
  - Verify that you are inserting the key on the correct side of the key container to avoid jamming and rendering the Keybox damaged beyond repair.

2248

**n. Lost/Stolen Keyboxes**

2249 Keyholder must notify REIN within five (5) business days by telephone and in writing of the loss

2250 or theft of any Keyboxes and the circumstances surrounding such loss or theft. Keyboxes which

2251 are deemed lost/stolen subject the Keyholder to keybox replacement fees.

2252

2253

**o. Defective Keyboxes**

2254 Keyholder must return a defective or malfunctioning Keybox to REIN who issues the Keyholder

2255 another Keybox; provided there has been compliance with all agreements and Policies.

2256 Keyholder shall be responsible for the repair or replacement cost of any Keybox or Keybox part,

2257 including shipping and handling, necessitated by the negligent handling or abuse by Keyholder

2258 as determined by REIN.

2259

**p. Keybox Access Hours/Call Before Showing Feature**

2260 Keyboxes are factory set to allow access from 6 am to 9 pm, non-daylight savings time (or 7 am

2261 to 10pm daylight savings time). Keyholder may deactivate the preset access settings, thus

2262 allowing 24-hour access. Keyholder may bring a Keybox to a REIN office to have the access

2263 hours changed to a more restrictive timeframe. Keyholders may bring a Keybox to a REIN office

2264 to activate the Call Before Showing (CBS) feature. This feature requires a Showing Agent to call

2265 the Listing Agent to obtain a seven-digit code number before the Keybox can be opened. Ekey

2266 users may change these settings via the ekey app.

2267

2268

**q. Single Access to Keyboxes**

2269 REIN keyholders have the ability to issue one-time Single Access codes for keyboxes installed on

2270 their REIN listings via their eKEY app.

2271

2272

a. The one-time access code may only be issued to active, licensed real estate agents.

2273

b. The one-time access code may not be issued to individuals eligible for alternative Key services

2274 from REIN, including:

2275

i. REIN members. REIN offers Key services for REIN Broker, Agent and Appraiser

2276 Members.

2277

ii. Unlicensed Assistants to REIN members. REIN offers a Limited Access Key service

2278 for Unlicensed Assistants.

2279

iii. Active, licensed real estate agents who are eligible to become a REIN member and

2280 receive Supra Co-Op Key service. Contact REIN for a full list of MLS and Associations

2281 eligible for co-op key services, including but not limited to Albemarle Area Association

2282 of Realtors, Chesapeake Bay & Rivers Association of Realtors, Charlottesville Area

2283 Association of Realtors, and Roanoke Valley Association of Realtors.

2284

c. The one-time access code may not be used by individuals whose real estate license is placed

2285 with a referral company.

2286 d. The one-time access code may not be used by individuals, **including buyers and clients**, who  
2287 must be accompanied by a licensed real estate agent to enter a property.

2288 e. The one-time access code may not be used by individuals who have a license other than a real  
2289 estate license (i.e., appraisers, general contractors, home inspectors, etc.).

2290 f. The Supra System, not REIN, prevents the Single Access code from being issued to anyone  
2291 with Supra services either through REIN or through another MLS or Association.

2292 See REIN's Rules and Regulations for the complete list of rules surrounding the use of Single  
2293 Access. Failure to comply with REIN's rules regarding Single Access to keyboxes may result in  
2294 fines to the Listing Agent, and/or the possible suspension of key services.

2295 Listing Agents should confer with their Brokers before using this feature for any Broker-related  
2296 rules regarding its use.

2297 **r. Removal of Keyboxes from Properties**

2298 Keyholder shall remove a Keybox within 24 hours of the settlement/closing of the sale of the  
2299 property, within 24 hours of the withdrawal or expiration date of the listing, or as otherwise  
2300 directed by the property owner. Keyboxes may remain on a property with a pending or under  
2301 contract status for up to 90 days.

2302  
2303 Keyboxes removed by REIN are subject to retrieval fees and/or replacement fees.

2304  
2305 **s. Fee Schedule**  
2306 All referenced fees as determined by REIN's Board of Directors are set forth in the Key/Keybox  
2307 Service Fee Schedule posted on REINMLS.com and are subject to change at any time.